

This is Task Order
No. _____, consisting of
_____ pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated 10-9-2019 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order:
- b. Owner: City of Schertz
- c. Engineer: Ford Engineering
- d. Specific Project (title): Elbel Road – Storm Extension and Street overlay
- e. Specific Project (description): The design of the storm water system extension on Elbel Road and associated street mill and overlay between Schertz Parkway and FM 3009

2. Services of Engineer

A. The specific services to be provided or furnished by Engineer under this Task Order are the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference, and stated in the scope of services as set out in the attached letter of proposal:

- Preliminary Design Phase (Exhibit A, Paragraph A1.02)
- Final Design Phase (Exhibit A, Paragraph A1.03)
- Bidding or Negotiating Services (Exhibit A, Paragraph A1.04)
- Construction Phase Services (Exhibit A, Paragraph A1.05)
- Post-Construction Phase Services (Exhibit A, Paragraph A1.06)

B. Resident Project Representative (RPR) Services

Does not apply.

C. Designing to a Construction Cost Limit

Does not apply

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D. Other Services

Engineer shall also provide the following services:

Provide one geotechnical samplings 15-feet deep, in the anticipated vicinity of the proposed storm sewer. Engineering analysis will identify existing pavement structure, existing soil engineering properties and identify the presence of groundwater

- 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:

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

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

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 1 digital review copy of the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within 10 work weeks of Owner’s authorization to proceed with Preliminary Design Phase services.
Owner	Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within 7 days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish 1 digital copy of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within 5 days of the receipt of Owner’s comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.

Engineer	Furnish 1 digital copy of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within 9 work weeks of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.	Within 7 days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables from Engineer.
Engineer	Furnish 1 digital copy of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within 5 days of the receipt of Owner's comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables

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. Preliminary and Final Design Phase (A1.02, A1.03)	\$96,800.00	Lump Sum
b. Bidding or Negotiating Phase (A1.04)	\$3,845.00	Lump Sum
c. Construction Phase (A1.05)*	\$11,380.00	Lump Sum
d. Post-Construction Phase (A1.06)	\$1,900.00	Lump Sum
e. Other Services (see A1.08, and 2.D above)	\$7,391.87	Lump Sum
TOTAL COMPENSATION (lines 1.a-h)	\$121,316.87	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	Hourly rates

*Based on a 12 -month continuous construction period.

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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.

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

8. Other Modifications to Agreement and Exhibits:

9. Attachments:

- a. Letter of Proposal date 1-10-2020

10. Other Documents Incorporated by Reference:

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 [].

OWNER:

By: _____

Print Name: _____

Title: _____

ENGINEER:

By: Mark B Hill

Print Name: Mark B Hill

Title: Principal

Engineer License or Firm's
Certificate No. (if required): 94904
State of: Texas

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

E-Mail
Address: _____

Phone: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Mark B Hill

Title: Principal

Address: 10927 Wye Dr. Suite 104
San Antonio, Texas 78217

E-Mail
Address: mark@fordengineering.com

Phone: 210-590-4777