

This is Task Order  
No. 03, consisting of     
8 pages.

## Task Order

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In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated October 17, 2019 ("Agreement"), Owner and Engineer agree as follows:

### 1. Background Data

- a. Effective Date of Task Order: TBD
- b. Owner: City of Schertz
- c. Engineer: Halff Associates, Inc.
- d. FM 1518 Utility Relocations
- e. Specific Project (description):
  - TxDOT is currently under design for widening of FM 1518 from FM 78 to IH-10 E, which is approximately 5.58 miles, to add lanes.
  - Relocate approximately 27,045 feet of water lines ranging in sizes from 6-inch to 18-inch diameter. All other City of Schertz water lines and services smaller than 6-inch in diameter and within TxDOT construction limits are included in this scope of work.
  - Relocate approximately 2,768 feet of wastewater lines sizes 8- and 10-inch in diameter. All wastewater service relocations within TxDOT construction limits are included in this scope of work.

### 2. Services of Engineer

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

### PROJECT ASSUMPTIONS

- Contract for utility relocations will be between Halff and the City of Schertz
- TxDOT will reimburse partial cost to City of Schertz
- The roadway improvements are planned to be let for bidding in September 2022
- Utility conflict mitigation limits for the City of Schertz are from FM 78 to IH-10 E (CSJ: 0465-02-027)

- Utility relocation PS&E will be prepared and included as part of the Bexar County FM 1518 Project CCSJ #0465-02-027. TxDOT online utility review of the relocation plans is not included with this scope of services. If online submittal and review of the plans will be required by TxDOT, a supplemental service agreement will be executed
- Special Specification will be administratively approved by TxDOT for modifications necessary for the proposed FM 1518 water and wastewater main improvements.

### **PHASE 1 – Project Management and Coordination**

- a) Engineer will manage the design team schedule and budgets, including sub-consultants (if applicable), and maintain project records contracts in accordance with the agreement.
- b) Engineer will prepare monthly invoices in a format acceptable to the city along with a progress report of activities accomplished during the period.
- c) Participate in bi-weekly coordination meetings with city staff to discuss project updates and address conflicts.

**Deliverables** – Monthly Progress Reports, Meeting Minutes

### **PHASE 2 – Data Collection and Review**

#### **Task 1 – Data Acquisition**

Halfff will review existing record drawing and existing easement information obtained from the City including but not limited to:

- a) As-built records for all available City water and wastewater within the area of study.
- b) Existing plat and separate instrument easement documents recorded with the Schertz and Bexar Counties.
- c) Pending development plans with anticipated connections or easement dedications to the City of Schertz.

#### **Task 2 – Subsurface Utility Engineering and Utility Coordination**

- a) Provide up to fifteen (15) SUE quality level 'A' test holes at locations of potential conflict as identified through the preliminary conflict analysis process for FM 1518. Consultant will provide a map of proposed test holes to the City for review and approval prior to beginning any field work.
- b) Perform conflict analysis with proposed improvements.

#### **Task 3 – Topographic Survey (as needed)**

- a) Perform field survey required collect supplemental site topography information needed in the design of the project; establish or locate at least two Benchmarks within the job site. Provide necessary number of control points on the ground for the Project and ensuring horizontal and vertical control correspond with the design plans.

**Deliverables** –SUE test hole data sheets, meeting minutes

**PHASE 3 – Preliminary Design (30%)**

- a) Based upon the information from Phase 2, Tasks 1 & 2, Halff will investigate possible design alternatives for each identified conflict.
- b) Halff will include a preliminary Engineer’s Opinion of Probable Construction cost for the identified conflicts and mitigation.
- c) Halff will present the mitigation alternatives to the City of Schertz for review and direction on how to proceed with formal utility relocation design.

**Deliverables** –30% submittals of plans, conflict matrix and opinion of probable construction cost

**PHASE 4 – Utility Design** – Based on direction from City as a result of Task 3, Halff shall develop plans, specifications, and estimate (PS&E) to be incorporated into construction documents for use in bidding and constructing of the TxDOT initiated FM 1518 project. Plans will be prepared and submitted to the City of Schertz and TxDOT to coincide with the 60%, 95%, and Bid phase submittals. The final design will consist of the following tasks and is based on the assumptions below:

- Utility design will in accordance with the following manuals and standards:
  - Modified Special Specification incorporating City of Schertz standards and approved by TxDOT as part of the current FM 1518 joint bid project
  - City of Schertz standards and specifications relative to water and wastewater mains
  - Texas Commission on Environmental Quality (TCEQ)
- Utility relocation design will be submitted for review and approval by TxDOT
- TxDOT approved utility relocation design will be incorporated into the FM 1518 construction drawings

**Task 1 - 60% PS&E Documents**

1. The 60% PS&E construction plan set shall consist of the following:
  - a) Utility general notes
  - b) Demo and Removal plan
  - c) Review of TxDOT’s construction traffic control plan and phasing
  - d) Water plan on plan sheets
  - e) Wastewater plan/profile sheets
  - f) Wastewater bypass plan
  - g) Standard and project specific details
2. Prepare draft technical specifications for the water and wastewater utility relocations for the FM 1518 project. TxDOT Special Specifications will be modified and provided to the City and TxDOT for administrative approval. Such modified special specifications are anticipated to be utilized to supplement TxDOT general conditions.
3. Prepare a 60% opinion of probable construction costs (OPCC)

## **Task 2 - 95% and Bid Set PS&E Documents**

1. The 95% PS&E construction plan shall consist of the following:
  - a) Incorporate City of Schertz and TxDOT review comments on the 60% submittal.
  - b) Prepare any additional sheets required that were not included in the 60% submittal phase.
  - c) Revise technical specifications for the water and wastewater utility relocations associated with the FM 1518 project. TxDOT Special Specifications will be modified and provided to the City and TxDOT for administrative approval. Such modified special specifications are anticipated to be utilized to supplement TxDOT general conditions.
  - d) Prepare a 95% opinion of probable construction costs (OPCC)

## **Task 3- Bid Construction Documents**

- a) Incorporate City of Schertz and TxDOT review comments on the 95% submittal.
- b) Finalize, seal, and incorporate the utility relocation plans into the FM 1518 project bid construction document package.
- c) Engineer will address contractor questions during the TxDOT bid process. For estimating purposes, (10) ten contractor questions are included.
- d) Engineer will prepare any Addenda necessary during the TxDOT bid process. For estimating purposes, (1) Addenda issuance is included.

**Deliverables** –60%, 95%, and bid construction submittals of plans, specifications and opinion of probable construction cost

## **PHASE 5 – Construction Phase Services**

These services are intended to assist the City in administering the contract for construction, monitoring the performance of the construction Contractor, verifying that Contractor's work is in substantial compliance with the contract documents, and assisting the City in responding to the events that occur during construction. Administration Services as defined below.

### **Task 1 – Submittals**

Review of Shop Drawings, Samples and Submittals - Halff review and approve all submittals for the water and wastewater relocation of the Contractor's shop drawings, samples and other submittals for conformance with the design concept and general agreement of the contract. Halff will log and track all shop drawings, samples and submittals. Halff shall coordinate with City of Schertz for quality control. For estimating purposes, Five (5) submittals are estimated to be reviewed. Additionally, two (2) rounds of comments and review of revised submittals are anticipated for this task.

## **Task 2 - Requests for Information (RFI)**

Halff will review the Contractor's requests for information or clarification of the contract for construction. Halff will coordinate and issue responses to requests to Contractor. Halff will log and track the Contractor's requests. Ten (10) RFI's are assumed as part of this proposal.

## **Task 3- Review of Contractor's Requested Changes**

Halff shall review all Contractor-requested changes to the contract for construction. Halff will make recommendations to City regarding the acceptability of the Contractor's request and, upon approval of the City, assist in negotiations of the requested change. Upon agreement and approval, Halff shall prepare and submit supporting change order documents and plan revisions.

## **Task 4- Contractor Pay Application Review**

Halff will review each contractor pay application submitted by the contractor to TxDOT (or TxDOT's third party construction inspection engineer) and verify quantities installed with the onsite construction inspector. Halff will coordinate with the City project manager on any submitted pay application and formally send correspondence onto TxDOT (or TxDOT's third party construction inspection engineer) upon direction of the City. Ten (10) pay application are anticipated for this task.

## **Task 5 -Completion of Record Documents**

Halff shall prepare construction Record Documents based on information received from the Construction Contractor within thirty (30) days of substantial completion of construction and provide one (1) set of paper hard copy reproducible and one (1) electronic set of record drawings in .dwg and .pdf formats to the City of Schertz. These record documents are a compilation of the sealed engineering drawings for the FM 1518 utility relocation project, modified by addenda and change orders, and information furnished by the contractor. Information shown in the record documents provided by the contractor, or others not associated with the design engineer, cannot be verified for accuracy or completeness.

## **ITEMS EXCLUDED FROM SCOPE OF SERVICES**

1. Archeological survey and/or historic structure survey, including application for an Antiquities Permit, preparation of a historic research design, performing cultural resources reconnaissance or intensive surveys, evaluation of any resources for eligibility for listing in the NRHP, evaluation of effects on NRHP-eligible or NRHP-listed sites, or development of mitigation plans
2. USFWS and TPWD coordination/consultation
3. Field surveys for federal and state-listed threatened and endangered species.
4. Phase I Environmental Site Assessment
5. Design of public and franchised utility adjustments that are not noted in the above scope
6. Analyzing or simulating water supply networks
7. Storm Water Pollution Prevention Plan (SWPPP)
8. Property acquisition or negotiations, including easements
9. Filing fees, permit fees, and license fees
10. Coordination with individual property owners
11. Construction Site visit or status meetings (City staff will perform inspection services, construction progress meetings and quality control during construction) (Halff can perform these services as supplemental services but will require scope modifications)
12. Drafting any City Council agenda items, exhibits, ordinances, resolutions or attendance of council meetings
13. Engineers certificates. The Engineer shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the judgment of the Engineer, increase the Engineer's risk or the availability or cost of his professional or general liability insurance

Any additional services required beyond those specifically identified in this proposal are beyond the scope of services to be provided. Additional services, if requested, will be separately identified and negotiated and such additional scope and commensurate fee will be authorized under a supplemental agreement to this proposal/contract.

### **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:

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	<b>Furnish:</b> <b>1. The consultant will submit five set of plans and specifications at the 30% and 60%, and two sets of plans at the 95% and Construction Documents. Consultant will participate in submittal review meetings for each milestone.</b>	<b>Half personnel will be available to commence work upon written notice to proceed.</b>
Owner	<b>1. As Built drawings for public utilities within R.O.W. 2. Adjacent development plats. 3. Future projected utility layouts</b>	<b>As Coordinated</b>

#### 5. Payments to Engineer

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

Fee provided shall be considered lump sum for the services described in this Task Order. ***See attached Exhibit B for Fee Schedule.***

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

#### 6. 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 to be determined

OWNER:

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ENGINEER:

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

Print Name: Marcos Díaz, PE

Title: Public Works Team Leader

Engineer License or Firm's: F-312

State of: Texas

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

# EXHIBIT B - FEE SCHEDULE

## FM 1518 - City of Schertz

### Estimated Level of Effort

POSITION DESCRIPTION	No. Sheets	Sr. Project Manager/QAQC	Project Manager/ Sr. Lands Arch	Mid Project Engineer	Engineer EIT/ Lands Arch	Survey Technician	Admin Assistant	Mid RPLS Manager	SUE/Survey Crew 2-man	SUE Test Holes (ea)	Total Labor hrs.	Cost
<b>BILLABLE LABOR RATES</b>		<b>\$265.00</b>	<b>\$199.00</b>	<b>\$160.00</b>	<b>\$115.00</b>	<b>\$115.00</b>	<b>\$70.00</b>	<b>\$185.00</b>	<b>\$175.00</b>	<b>\$3,000.00</b>		
<b>PHASE 1</b>												
<b>PROJECT STARTUP &amp; MANAGEMENT &amp; COORDINATION</b>												
a) Project Management and Coordination (6 month design, 12 month const)		20	80	40							140	\$27,620.00
b) Prepare Monthly Invoices and Progress Reports (Assumes 18 Invoices)			9	18			18				45	\$5,931.00
c) Project Meetings at City Office (Assumes 4)			16	16	8						40	\$6,664.00
<b>Total Hours</b>		20	105	74	8	0	18	0	0	0	<b>225</b>	
<b>SUMMARY</b>												
<b>HOURS SUB-TOTALS</b>		20	105	74	8	0	18	0	0	0	<b>225</b>	-
<b>BILLABLE RATE PER HOUR</b>		\$265.00	\$199.00	\$160.00	\$115.00	\$115.00	\$70.00	\$185.00	\$175.00	\$3,000.00		-
<b>TOTAL - PHASE 1</b>		<b>\$5,300.00</b>	<b>\$20,895.00</b>	<b>\$11,840.00</b>	<b>\$920.00</b>	<b>\$0.00</b>	<b>\$1,260.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$40,215.00</b>
<b>PHASE 2</b>												
<b>DATA COLLECTION AND REVIEW</b>												
TASK 1	Data Acquisition		4	8	16	24					52	\$7,972.00
TASK 2	SUE (Level A Testholes) (Allowance)				8	16				15	39	\$48,120.00
TASK 3	Topographic Survey (Allowance)		2	8	16		40	20	80		166	\$26,982.00
<b>Total Hours</b>			6	16	40	40	40	0	20	80	15	<b>257</b>
<b>SUMMARY</b>												
<b>HOURS SUB-TOTALS</b>		6	16	40	40	40	0	20	80	15	<b>257</b>	-
<b>BILLABLE RATE PER HOUR</b>		\$265.00	\$199.00	\$160.00	\$115.00	\$115.00	\$70.00	\$185.00	\$175.00	\$3,000.00		-
<b>TOTAL - PHASE 2</b>		<b>\$1,590.00</b>	<b>\$3,184.00</b>	<b>\$6,400.00</b>	<b>\$4,600.00</b>	<b>\$4,600.00</b>	<b>\$0.00</b>	<b>\$3,700.00</b>	<b>\$14,000.00</b>	<b>\$45,000.00</b>		<b>\$83,074.00</b>
<b>PHASE 3</b>												
<b>PRELIMINARY DESIGN (30%)</b>												
a)	Preliminary Water and Wastewater Alignment	45										
	Governing Authority Jurisdictions (Permit Identification)		1	2	4	8					15	\$2,223.00
	Utility Investigation (Survey, As-Builts, Field Observations)			8	16	40					64	\$8,752.00
	Prepare SUE Pothole Plan			4	4						8	\$1,436.00
	ROW and Easement Review		1	4	6	16					27	\$3,861.00
	Water Alignment and Schematic Design		2	60	100	280					442	\$60,670.00
	Wastewater Alignment and Schematic Design		1	8	20	48					77	\$10,577.00
b)	OPCC			2	8	16					26	\$3,518.00
c)	Prepare preliminary design submittal			8	20	40					68	\$9,392.00
	Schematic Design Review Meeting			4	4						8	\$1,436.00
<b>Total Hours</b>			5	100	182	448	0	0	0	0	<b>735</b>	
<b>SUMMARY</b>												
<b>HOURS SUB-TOTALS</b>		5	100	182	448	0	0	0	0	0	<b>735</b>	-
<b>BILLABLE RATE PER HOUR</b>		\$265.00	\$199.00	\$160.00	\$115.00	\$115.00	\$70.00	\$185.00	\$175.00	\$3,000.00		-
<b>TOTAL - PHASE 3</b>		<b>\$1,325.00</b>	<b>\$19,900.00</b>	<b>\$29,120.00</b>	<b>\$51,520.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$101,865.00</b>

# EXHIBIT B - FEE SCHEDULE

## FM 1518 - City of Schertz

### Estimated Level of Effort

POSITION DESCRIPTION	No. Sheets	Sr. Project Manager/QAQC	Project Manager/ Sr. Lands Arch	Mid Project Engineer	Engineer EIT/ Lands Arch	Survey Technician	Admin Assistant	Mid RPLS Manager	SUE/Survey Crew 2-man	SUE Test Holes (ea)	Total Labor hrs.	Cost
<b>BILLABLE LABOR RATES</b>		\$265.00	\$199.00	\$160.00	\$115.00	\$115.00	\$70.00	\$185.00	\$175.00	\$3,000.00		
<b>PHASE 4</b>												
<b>UTILITY DESIGN</b>												
<b>TASK 1</b>	60% PS&E	75										
	Review and Coordinate Construction Phasing Plan with TxDOT		2	8	16	24					50	\$7,442.00
	Prepare Removal Plan			8	16	24					48	\$6,912.00
	Prepare Water Design and Plan on Plan Layout Sheets		4	40	68	240					352	\$47,500.00
	Prepare Water Details		1	16	40	60					117	\$16,749.00
	Prepare Wastewater Design and Plan and Profile Layout Sheets		4	12	24	80					120	\$16,488.00
	Prepare Preliminary Wastewater Bypass Plan			8	24	40					72	\$10,032.00
	Prepare Project Schedule		1	16	24	16					57	\$9,129.00
	Prepare Draft Technical Specifications		2	16	36	24					78	\$12,234.00
	OPCC (AACE 56R-08 Class 2)		1	8	16	32					57	\$8,097.00
	QAQC		16	4							20	\$5,036.00
	Prepare 60% Submittal Package (5 complete sets)		1	4	8	8	4				25	\$3,541.00
	Workshop Review Meeting and Walkthrough		2	8	8	8					26	\$4,322.00
<b>TASK 2</b>	95% PS&E	95										
	Respond to and Address 60% Comments		2	8	24	40					74	\$10,562.00
	Review and Coordinate Construction Phasing Plan with TxDOT		2	4	8	12					26	\$3,986.00
	Finalize Removal Plan			4	8	16					28	\$3,916.00
	Finalize Water Design and Layout Sheets		2	32	54	200					288	\$38,538.00
	Finalize Water Details		2	8	24	40					74	\$10,562.00
	Finalize Wastewater Design and Layout Sheets		2	8	18	40					68	\$9,602.00
	Finalize Wastewater Bypass Plan			4	8	24					36	\$4,836.00
	Update Project Schedule			4	8						12	\$2,076.00
	Finalize Technical Specifications		1	4	8	16					29	\$4,181.00
	OPCC (AACE 56R-08 Class 2)		1	4	16	24					45	\$6,381.00
	QAQC		16	4							20	\$5,036.00
	Prepare 95% Submittal Package (5 complete sets)		1	4	8	8	4				25	\$3,541.00
	Workshop Review Meeting		2	4	4	4					14	\$2,426.00
<b>TASK 3</b>	100% PS&E	95										
	Address 95% Comments and Resubmit Package (2 complete sets)		1	4	8	24					37	\$5,101.00
	Prepare Sealed Plans and Specifications		2	12	32	48					94	\$13,558.00
	Prepare Final Engineer's OPCC			4	8	16					28	\$3,916.00
	Prepare 100% submittal (two (2) sets of contract documents)		2	8	12	8	2				32	\$5,102.00
	Attend the Pre-Bid Conference		2	2							4	\$928.00
	Review and respond to RFIs during Bidding (5 max)			1	5						6	\$999.00
	Prepare & issue addenda to Bidders (1 max)		2	4	8						14	\$2,606.00
	Review bid tabulation			2	4	4					10	\$1,498.00
	Prepare Sealed Plans and Specifications with Addendums		2	8	8	8					26	\$4,322.00
	<b>Total Hours</b>		76	285	553	1088	0	10	0	0	2012	
<b>SUMMARY</b>												
	<b>HOURS SUB-TOTALS</b>		76	285	553	1088	0	10	0	0	2012	-
	<b>BILLABLE RATE PER HOUR</b>		\$265.00	\$199.00	\$160.00	\$115.00	\$115.00	\$70.00	\$185.00	\$175.00	\$3,000.00	-
	<b>TOTAL - PHASE 4</b>		<b>\$20,140.00</b>	<b>\$56,715.00</b>	<b>\$88,480.00</b>	<b>\$125,120.00</b>	<b>\$0.00</b>	<b>\$700.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$291,155.00</b>

# EXHIBIT B - FEE SCHEDULE

## FM 1518 - City of Schertz

### Estimated Level of Effort

POSITION DESCRIPTION	No. Sheets	Sr. Project Manager/QAQC	Project Manager/ Sr. Lands Arch	Mid Project Engineer	Engineer EIT/ Lands Arch	Survey Technician	Admin Assistant	Mid RPLS Manager	SUE/Survey Crew 2-man	SUE Test Holes (ea)	Total Labor hrs.	Cost	
<b>BILLABLE LABOR RATES</b>		<b>\$265.00</b>	<b>\$199.00</b>	<b>\$160.00</b>	<b>\$115.00</b>	<b>\$115.00</b>	<b>\$70.00</b>	<b>\$185.00</b>	<b>\$175.00</b>	<b>\$3,000.00</b>			
<b>PHASE 5</b>													
<b>CONSTRUCTION PHASE SERVICES</b>													
TASK 1	Submittals		5	10	20						35	\$4,895.00	
TASK 2	RFIs (10 max)	2	5	20	10						37	\$5,875.00	
TASK 3	Review of Contractor's Requested Changes (10 max)	2	5	10	20						37	\$5,425.00	
TASK 4	Review of Contractor's Pay Application	2	4	12							18	\$3,246.00	
TASK 5	Record Documents	2	10	20	60						92	\$12,620.00	
	<b>Total Hours</b>		8	29	72	110	0	0	0	0	219		
<b>SUMMARY</b>													
	<b>HOURS SUB-TOTALS</b>		8	29	72	110	0	0	0	0	219	-	
	<b>BILLABLE RATE PER HOUR</b>		\$265.00	\$199.00	\$160.00	\$115.00	\$115.00	\$70.00	\$185.00	\$175.00	\$3,000.00		
	<b>TOTAL - PHASE 5</b>		<b>\$2,120.00</b>	<b>\$5,771.00</b>	<b>\$11,520.00</b>	<b>\$12,650.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$32,061.00</b>	
<b>TOTAL PROJECT SUMMARY</b>													
	<b>HOURS SUB-TOTALS</b>		115	535	921	1694	40	28	20	80	15	3448	\$548,370.00
	<b>BILLABLE RATE PER HOUR</b>		\$265.00	\$199.00	\$160.00	\$115.00	\$115.00	\$70.00	\$185.00	\$175.00	\$3,000.00	3448	
	<b>TOTAL PROJECT SUMMARY</b>		<b>\$30,475.00</b>	<b>\$106,465.00</b>	<b>\$147,360.00</b>	<b>\$194,810.00</b>	<b>\$4,600.00</b>	<b>\$1,960.00</b>	<b>\$3,700.00</b>	<b>\$14,000.00</b>	<b>\$45,000.00</b>		<b>\$548,370.00</b>