

TASK ORDER-No. 13
Highway 46 Relocation of Overhead Power

This Task Order pertains to an Agreement by and between The City of Boerne, (“CITY/OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated January 30th, 2017, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 13

PROJECT NAME: Highway 46 Relocation of Overhead Power

PART 1.0 PROJECT DESCRIPTION:

The Texas Department of Transportation (TxDOT) is widening a section of Highway 46 in the City of Boerne between Herff Road and Ammann Road. TxDOT has identified numerous conflicts with the City of Boerne’s electric utilities that require the poles to be relocated several feet into the new right-of-way (ROW). The primary purpose of the proposed work is to relocate approximately 3000 linear feet of City-owned Overhead (OH) electrical poles. A portion of the line will be converted to underground (UG). ENGINEER will provide professional services as they relate to the design for relocation of Overhead (OH) Medium-Voltage (MV) electrical power distribution along Highway 46 from City Park Road to approximately Champion Boulevard.

The approximate limits of the relocation are shown in Figure 1.

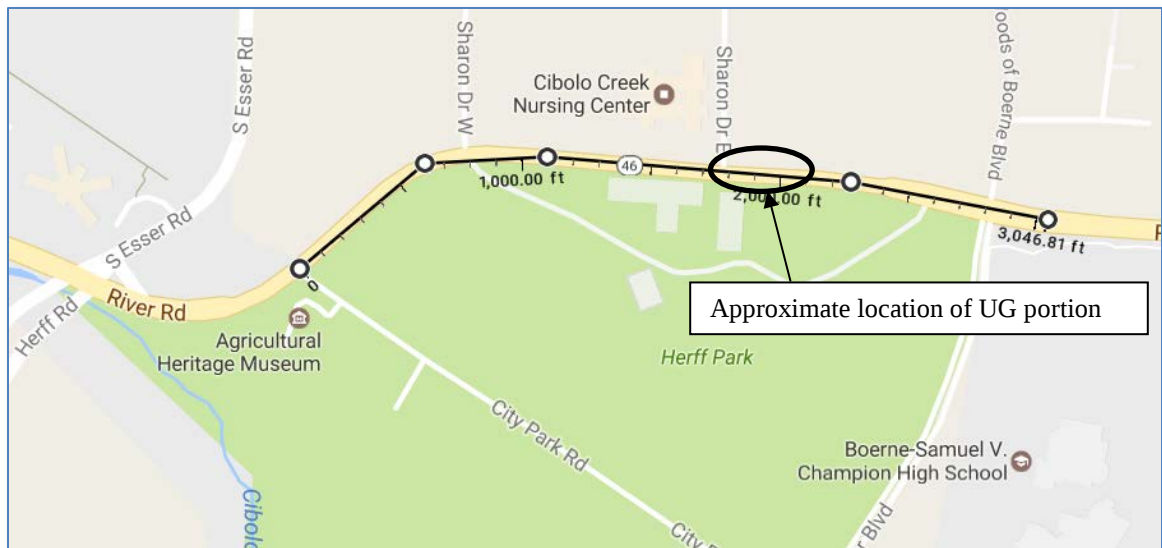


Figure 1. Approximate Limits of Power Pole Relocation (Google Maps)

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

Task 1 – Design and Bid Document Preparation

ENGINEER will perform design calculations and develop plans and specifications associated with the relocation of the OH and UG power distribution lines. ENGINEER will prepare and submit draft plans and specifications for OWNER'S review and comment, and meet with OWNER to review the draft documents. ENGINEER will revise the plans and specifications based upon OWNER comments and submit a final set of plans and specifications for incorporation into Issued for Construction (IFC) engineering documents.

The IFC documents will reflect the salient features required by the OWNER. Specific portions of Medium-Voltage (MV) Circuit (assumed to be 15kV) along Highway 46 will be redesigned to relocate the existing line of CITY owned poles from their current location to the new right-of-way (ROW). Approximately 31 existing poles will be designed for relocation. A portion of the existing OH will be designed UG. New power poles will be designed to be in the new ROW, approximately five (5) feet further from the roadway and near a new storm water ditch. ENGINEER will design poles to withstand the tension load on the poles around the curve in Highway 46 if there is not adequate room for guy wires.

ENGINEER's Project Manager and Project Engineer will attend one (1) pre-design meeting with the CITY. ENGINEER will review the CITY'S standard details and specifications for inclusion in the documents, and develop additional details and specifications as necessary to supplement the CITY'S standards. OWNER will provide the conductor size and type to be used as well as the desired height of the poles. The electrical loading on the distribution is not anticipated to change. It is assumed that telecom utilities will design the relocation of their owned poles and underground utilities, if any.

ENGINEER will prepare a basis of design report to outline the anticipated design components for the CITY's review and comment. ENGINEER will coordinate with communication agencies with adjacent utilities. ENGINEER will determine what clearances are necessary between the new poles and existing lines to remain energized during construction. ENGINEER will determine Federal Aviation Administration (FAA) requirements on the new poles. The FAA study results, along with any other permitting requirements, will be described in the basis of design report.

ENGINEER will perform quality control reviews of the design calculations, design plans and specifications, and opinion of probable construction cost for each design phase in accordance with the ENGINEER's Quality Plan.

ENGINEER deliverables

- Basis of Design Report
 - Format: Electronic copy
- Responses to CITY comments on Basis of Design Report
 - Format: Electronic copy
- 60 Percent Design Plans, Specifications and Opinion of Probable Construction Cost

- o Format: Electronic copy and three (3) half size (11"x17") hard copies
- Responses to CITY comments on 60 percent design deliverable
 - o Format: Electronic copy
- Final Design Plans, Specifications and Opinion of Probable Construction Cost
 - o Format: Electronic copy and three (3) 11"x17" hard copies

Assumptions:

- ENGINEER will not provide profile drawings.
- The OWNER will facilitate access to adjacent properties for any survey, site visits or investigations required.
- The survey already conducted by TxDOT will be adequate for design of the utility relocates. If it is determined that additional survey is required, ENGINEER shall submit a proposal to the CITY and receive written approval from the CITY prior to beginning the work.
- Specification format will be ENGINEER's Master Format.
- This scope of services assumes that the general information to be provided by OWNER will be a complete and true representation of the information requested for the work by HDR.
- Drawings will be prepared in AutoCAD format using ENGINEER'S CAD standards.
- ENGINEER will generate the relocation overhead model in PLS-CADD and PLS-Pole.
- Relocation of OH & UG Utilities will not include Leadership in Energy and Environmental (LEED) services.

Task 2 – Bid Phase Services

ENGINEER will provide Bid Phase services to the OWNER, including:

- Distribution of bid documents.
- Maintain a plan holders list.
- Development of agenda for and attendance at one pre-bid meeting. The pre-bid meeting will be attended by ENGINEER's representative.
- Preparation and distribution of addenda containing clarifications and modifications to the Bid Documents.
- Review of bids received for inclusion of required information and correct bid price tabulation.
- Review and respond to up to ten (10) contractor requests for information (RFIs) during the pre-bid period.

- Review contractor qualifications for performing the required work. Evaluate the apparent low bidder in accordance with the Bid Documents. Make a written recommendation to the OWNER for the award of the contract. Recommendation will be made based on the lowest responsive and responsible bid.
- Attend bid opening. The bid opening will be attended by ENGINEER's representative.
- Prepare Contract Documents (Bid Documents with Addenda).
- Prepare Conformed Documents.

ENGINEER Deliverables

- Pre-bid meeting agenda
- Addenda, as needed
 - Format: Electronic copy and three (3) half size (11"x17") hard copies
- Written recommendation of award
- Contract Documents (Bid Documents with Addenda)
- Conformed Documents

Assumptions

- The OWNER will issue contract documents to the low responsive bidder. The OWNER will provide conformed documents as a courtesy to the contractor who is awarded the contract.
- The OWNER will receive and review executed documents, and review insurance certificates.
- The pre-bid meeting will be on-site or at OWNER'S offices.
- The bid opening will be on-site or at OWNER's offices.

Task 3 – Construction Phase Services

ENGINEER will provide Construction Phase Services to the OWNER, including:

- Prepare agenda for and facilitate one (1) pre-construction meeting.
- Attend up to two (2) construction coordination meetings, as requested by OWNER. Additional meeting attendance will be considered additional services.
- Review of up to 15 material submittals.
- Review and respond to up to 20 RFIs during construction.
- Review and respond to up to three (3) each Change Proposal Requests (CPRs) and Change Orders (COs).

- Review and approve up to two (2) monthly Contractor Pay Applications.
- Preparation of record drawings.

ENGINEER deliverables:

- Construction administration documents, as required
- Record drawings.

Assumptions:

- The OWNER will be responsible for all construction observation activities. ENGINEER will not perform any site observation unless requested by the OWNER. Site observation will be considered additional services
- Record Drawings – Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer based on Contractor's record copy of Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to ENGINEER and annotated by Contractor to show changes made during construction.

PART 3.0 OWNER'S RESPONSIBILITIES:

The OWNER shall be responsible for the following:

- Provide meeting space and participation in review meetings.
- Participate in teleconferences and meetings.
- Review and approve ENGINEER invoices.

PART 4.0 PERIODS OF SERVICE:

ENGINEER is authorized to begin rendering services as of the date of Notice to Proceed (NTP).

ENGINEER shall complete its obligations per the following schedule:

Task 1	60 calendar days after NTP. It is anticipated that OWNER will provide review comments within one (1) week of receipt of the 60 percent and 100 percent submittals to maintain the project schedule.
Task 2	Dependent on Bid Phase Duration
Task 3	Dependent on Construction Duration. The anticipated construction duration is two (2) months.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the

project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

PART 5.0 ENGINEER'S FEE:

Compensation will be as follows:

Task No.	FEE
Task 1 (Lump Sum)	\$ 103,500.00
Task 2 (Lump Sum)	\$8,500
Task 3 (Hourly)	\$ 18,300.00
Sub-Total – Tasks 1-3	\$130,300.00
Contingency (25%)(Hourly)	\$32,600.00
Total Professional Services	\$162,900.00

A contingency of 25 percent of the total compensation for tasks 1 through 5 is included. The contingency funds are to be used for Supplemental Services [Provided on an hourly As-Needed-Basis]. As these situations arise, the ENGINEER will submit a not-to-exceed work authorization request to the OWNER for additional consulting services to be provided by the ENGINEER and to be negotiated on a case by case basis.

ENGINEER will submit monthly invoices based on the percentage of the work complete for the lump-sum based tasks. For the hourly-based tasks, ENGINEER will submit invoices listing the hours charged and using the billing rates listed in Exhibit C of the Agreement.

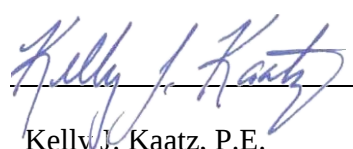
PART 6.0 EXCLUSIONS:

In addition to the clarifications made in the discipline-specific narrative sections, the statement of work (SOW) does not include the following:

- Meeting minutes from attended meetings, site visits, conferences and conference calls
 - o This exclusion does not include design-specific meeting minutes. ENGINEER will prepare minutes for meetings, conferences and conference calls pertaining to ENGINEER'S design efforts.
- Special drawings or specifications for specific bid packages beyond what has been identified in this statement of work.

- Offsite and onsite drainage: study, design, verification, review, or compliance; Energy Independence and Security Act (EISA) 438 compliance; noise abatement; traffic volume; or traffic control during construction.
- Overcurrent Protection or Protective Relay design.
- Design for replacing Secondary or Service Laterals.
- Street Lighting / Traffic Signal power or controls.
- Telecom or CATV Utility Infrastructure or Poles.
- Coordination study and arc flash hazard analysis.
- Cathodic protection.
- On-Site Construction Administration.
- Development of multiple design solutions for value engineering or cost comparisons between alternates.
- Responsibility for any archeological or environmental studies required for the demolition of existing facilities.
- Fees or obtaining any local, state, or Federal permits.
- Any other services not specifically outlined in this SOW.

This Task Order is executed this _____ day of _____, 2017. Execution of this task Order shall serve as ENGINEER'S Notice to Proceed.

<u>CITY OF BOERNE</u>	<u>HDR ENGINEERING, INC.</u>
<u>"OWNER"</u>	<u>"ENGINEER"</u>
BY: _____	BY:  _____
NAME: _____	NAME: <u>Kelly J. Kaatz, P.E.</u>
TITLE: _____	TITLE: <u>Senior Vice President</u>
ADDRESS: <u>402 E. Blanco Road</u> <u>Boerne, TX 78006</u>	ADDRESS: <u>613 NW Loop 410, Ste. 700</u> <u>San Antonio, TX 78216</u>