

EXHIBIT B

ADDENDUM NO. 41

ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

An addendum to the Professional Services Agreement between the City of Manor, Texas, as CLIENT, and Jay Engineering Company, Inc., as ENGINEER, dated October 15, 2001.

Through this addendum, CLIENT hereby authorizes ENGINEER to undertake the work assignment described in the following, said assignment to be performed within the terms and conditions defined in said Professional Services Agreement, except as modified herein.

ASSIGNMENT: CITY OF MANOR WILBARGER CREEK WASTEWATER TREATMENT PLANT EXPANSION

SCOPE OF SERVICES:

- ☒ See attached Scope of Services and Fee Schedule dated January 15, 2015.
- ☐ Scope as defined in the following: _____

COMPENSATION:

- ☐ Lump Sum Fee of _____
- ☐ ____ (%) Preset Percent of Construction Cost (curve fee times actual construction cost)
- ☐ TSPE/ACEC Fees of Median Compensation (fee determined by actual construction cost)
- ☒ See attached Scope of Services and Fee Schedule dated January 15, 2015.

CITY OF MANOR, TEXAS

JAY ENGINEERING COMPANY, INC.

By: Thomas Beut

By: [Signature]

Date: 5/6/15

Date: January 15, 2015

Jaeco Project No.100-068-20

SCOPE OF SERVICES AND FEE SCHEDULE

WILBARGER CREEK WASTEWATER TREATMENT PLANT EXPANSION, PHASE II ENGINEERING DESIGN AND CONSTRUCTION PHASE SERVICES

January 15, 2015

CITY OF MANOR

SCOPE OF SERVICES

The scope of services of this Addendum shall generally include professional engineering and construction phase services necessary to prepare reports, designs, drawings and specifications for construction of a wastewater treatment plant expansion, all in accordance with the requirements of the City of Manor and the Texas Commission on Environmental Quality (TCEQ).

Services shall specifically include design and construction phase professional services work for the construction of a 500,000 gallon per day wastewater plant, including: headworks improvements, activated sludge, clarification, disinfection, tertiary filtration improvements, sludge thickening, aerobic digestion, compressed air supply improvements, chemical feed improvements, on-site lift station improvements, process water system improvements, sludge pressing alternative, sitework and associated appurtenances and controls in accordance with the following tasks:

Preliminary Design Phase

1. Meet with Owner to define project milestones and schedule.
2. Assemble all available and provided pertinent agreements, rules, maps, ordinances, orders, permits and other available data to establish project development requirements.
3. Review topographic surveys (as necessary) used to generate mapping required for design and site layout purposes.
4. Review geotechnical investigation and testing recommendations as necessary for design effort.
5. Generate and submit preliminary engineering design for owner review.

Final Design Phase

1. Perform final design of water reclamation plant in full compliance with TAC Chapters 217 & 309 to demonstrate TCEQ compliance.
2. Determine electrical service requirements for improvements to be provided by Bluebonnet Electrical Cooperative.
3. Prepare a Final Engineering Design Report including all design elements, site considerations, permitting requirements and engineer's opinion of probable costs (OPC).
4. Prepare Final Plans, with construction drawings and specifications in accordance with TCEQ requirements, and upon approval by Owner, submit summary letter and plans with supporting documentation to the TCEQ as required.
5. Address any comments from TCEQ and obtain project approval.

Bidding and Construction Phase

1. Following approval of Final Engineering Design Report and Final Plans, and Owner authorization, prepare invitation to bid for project construction contract.
2. Print approved Final Plans, Contract Documents and Specifications for distribution to requesting bidders.
3. Conduct bid opening, evaluate bids received, tabulate bids, and issue recommendation of award to the City.
4. Prepare all contract documents for execution by the Owner and the successful bidder and prepare notice of award.
5. Furnish up to five (5) sets of construction documents to the successful bidder.
6. Review required bonding and insurance requirements and prepare notice to proceed.
7. Conduct pre-construction conference and review contract requirements.
8. Perform submittal review and approval in accordance with construction documents.
9. Conduct periodic field observations of construction progress and record observations in written reports.
10. Review field test results.
11. Issue construction-related decisions to contractor on proceeding with alternative or unit price work items.
12. Review contractor's pay requests for accurate progress representation and make recommendations to Owner for payment.
13. Conduct a final inspection of all completed work and quantities, and issue recommendations for final payment.
14. Following final inspection render opinion of substantial compliance and completion, with certification(s) to Owner and TCEQ, as required.
15. Generate record drawings from contractor supplied as-built drawings and provide one hard copy and digital pdf copy on disc to Owner.

FEE SCHEDULE

Basic service charges for the above scope of services are as follows:

<u>DESCRIPTION</u>	<u>LS FEE</u>
Preliminary Design Phase	\$49,100
Final Design Phase	\$224,300
Bidding and Construction Phase	<u>\$53,600</u>
Total	\$327,000

Additional Services:

Services specifically excluded under this Agreement include:

1. Re-designs after first approval or due to changes in regulatory criteria or Owner options.

2. Topographic or boundary surveys, re-pinning of lots or survey corrections, easement surveys and field notes/descriptions.
3. Geotechnical testing or design, and soils testing services.
4. Design or survey services for drainage improvements, conveyances, or utilities other than listed.
5. Permitting, payment of review fees, filing fees, permit fees, advertising fees, service commitment charges, aid to construction or other similar charges.
6. Construction phase services not specifically listed.
7. Any designs or reports not specifically listed.
8. Any other service not specifically listed.

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ADDENDUM NO. 44

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ASSIGNMENT: COTTONWOOD CREEK WWTP PERMIT APPLICATION

SCOPE OF SERVICES:

☐ See attached.

☒ Scope as defined in the following: Prepare and submit discharge permit application for the Cottonwood Creek WWTP. All mapping, evaluations, meetings and technical support services for application, through attendance at first hearing is included. Permitting and publication fees not included.

COMPENSATION:

☒ Lump Sum Fee of \$28,100.00

☐ ____ (%) Preset Percent of Construction Cost (curve fee times actual construction cost)

☐ TSPE/ACEC Fees of Median Compensation (fee determined by actual construction cost)

CITY OF MANOR, TEXAS

JAY ENGINEERING COMPANY, INC.

By: Thomas Bolt

Date: 7/6/16

By: [Signature]

Date: July 6, 2016

Jaeco Project No. 100-070-20

EXHIBIT B

ADDENDUM NO. 45

ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

An addendum to the Professional Services Agreement between the City of Manor, Texas, as CLIENT, and Jay Engineering Company, Inc., as ENGINEER, dated October 15, 2001.

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ASSIGNMENT: FY 2016 FUNDED CAPITAL IMPROVEMENTS PROJECTS.

SCOPE OF SERVICES:

☐ See attached.

☒ Scope as defined in the following: Prepare drawings, specifications and contract documents for FY 2016 funded Capital Improvements Projects, including: wastewater treatment plant expansion, lift station improvements, water system improvements and, street and drainage improvements, Design surveys, geotechnical, construction observation, inspection and testing are included herein. Boundary or easement survey work for land acquisition are not included herein.

COMPENSATION:

- ☐ Lump Sum Fee of \$ _____
☒ Preset Percent of Current Construction Cost (12.7%)* plus Additional Services**
☐ TSPE/ACEC Fees of Median Compensation (fee determined by actual construction cost)

*Fee breakdown:

Engineering:	6.2%
Surveying:	1.0%
Geotechnical:	0.5%
Testing and Insp:	5.0%
Total Fee	12.7%

** Additional Services is for unknown work outside basic services scope. Recommend allowance at 1% of construction cost for unknown time and expense, if incurred.

CITY OF MANOR, TEXAS

JAY ENGINEERING COMPANY, INC.

By: Thomas Bolt

Date: 7/6/16

By: [Signature]

Date: July 6, 2016

Jaeco Project No.: 100-068-20

100-073-20

100-074-20

EXHIBIT B

ADDENDUM NO. 49

ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

An addendum to the Professional Services Agreement between the City of Manor, Texas, as CLIENT, and Jay Engineering Company, Inc., as ENGINEER, dated October 15, 2001.

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ASSIGNMENT: **COTTONWOOD CREEK WASTEWATER COLLECTION AND TREATMENT SYSTEM IMPROVEMENTS.**

SCOPE OF SERVICES:

- ☐ See attached.
- ☒ Scope as defined in the following: Prepare drawings, specifications, and contract documents for Cottonwood Creek Wastewater Collection System Improvements project, to include approximately 5,000 LF of gravity ww line, two lift stations with forced mains, and a 125,000 GPD WWTP including all yard piping and site development elements. Design surveys, bidding and construction phase services, inspection and testing are included herein. Boundary or easement survey work for land acquisition are not included herein but can be provided as additional services under Standard Rates.

COMPENSATION:

- ☒ Lump Sum Fee Per Attached Task List Fee Schedule, plus Additional Services
- ☐ Preset Percent of Construction Cost
- ☐ TSPE/ACEC Fees of Median Compensation (fee determined by actual construction cost)

CITY OF MANOR, TEXAS

By: 

Date: 5-2-2018

JAY ENGINEERING COMPANY, INC.

By: 

Date: May 22, 2017

JAECO Project No.: 100-070-20

TASK LIST FEE SCHEDULE

COTTONWOOD CREEK WASTEWATER COLLECTION AND TREATMENT SYSTEM IMPROVEMENTS

Task 1 - WWTP and Site Improvements		Fee
Preliminary Engineering Phase		\$ 97,800
Field Surveying		\$ 12,090
Geotechnical Evaluation and Report		\$ 8,060
Design Development Phase		\$ 93,500
Final Design and Contract Documents		\$ 118,040
Bidding and Contracting Phase		\$ 8,060
Construction Phase		\$ 48,360
Testing and Inspection		\$ 12,090
Total		\$ 398,000
Task 2 - WWTP Lift Station and Forced Main		Fee
Preliminary Engineering Phase		\$ 12,100
Field Surveying		\$ 1,530
Geotechnical Evaluation and Report		\$ 1,020
Design Development Phase		\$ 11,400
Final Design and Contract Documents		\$ 14,280
Bidding and Contracting Phase		\$ 1,020
Construction Phase		\$ 6,120
Testing and Inspection		\$ 1,530
Total		\$ 49,000
Task 3 - Cottonwood Creek West Tributary Wastewater Collection Line		Fee
Preliminary Engineering Phase		\$ 16,000
Field Surveying		\$ 1,920
Geotechnical Evaluation and Report		\$ 1,280
Design Development Phase		\$ 16,000
Final Design and Contract Documents		\$ 17,920
Bidding and Contracting Phase		\$ 1,280
Construction Phase		\$ 7,680
Testing and Inspection		\$ 1,920
Total		\$ 64,000
Task 4 - Cottonwood Creek West Tributary Lift Station and Forced Main		Fee
Preliminary Engineering Phase		\$ 19,750
Field Surveying		\$ 2,370
Geotechnical Evaluation and Report		\$ 1,580
Design Development Phase		\$ 19,750
Final Design and Contract Documents		\$ 22,120
Bidding and Contracting Phase		\$ 1,580
Construction Phase		\$ 9,480
Testing and Inspection		\$ 2,370
Total		\$ 79,000

**Task 5 - Cottonwood Creek Wastewater Collection Main
Fee**

Preliminary Engineering Phase	\$ 12,750
Field Surveying	\$ 1,530
Geotechnical Evaluation and Report	\$ 1,020
Design Development Phase	\$ 12,750
Final Design and Contract Documents	\$ 14,280
Bidding and Contracting Phase	\$ 1,020
Construction Phase	\$ 6,120
Testing and Inspection	\$ 1,530
<hr/>	
Total	\$ 51,000

EXHIBIT B
ADDENDUM NO. 50

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ASSIGNMENT: **COTTONWOOD CREEK WWTP PERMIT APPLICATION RENEWAL/AMENDMENT**

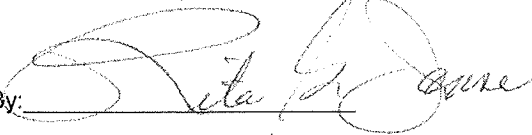
SCOPE OF SERVICES:

- ☐ See attached.
- ☒ Scope as defined in the following: Prepare and submit discharge permit application for the renewal and amendment of the Cottonwood Creek WWTP, increasing permitted capacity from 0.25 MGD to 0.50 MGD. All mapping, evaluations, meetings and technical support services for application, through attendance at first hearing is included. Permitting and publication fees not included.

COMPENSATION:


- ☒ Lump Sum Fee of \$28,100.00
- ☐ ____ (%) Preset Percent of Construction Cost (curve fee times actual construction cost)
- ☐ TSPE/ACEC Fees of Median Compensation (fee determined by actual construction cost)

CITY OF MANOR, TEXAS

By: 

Date: 2-6-2019

JAY ENGINEERING COMPANY, INC.

By: 

Date: January 9, 2019

JAECO Project No.: 100-077-20

EXHIBIT B

ADDENDUM NO. 51

ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

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ASSIGNMENT: WILBARGER CREEK WWTP PERMIT APPLICATION RENEWAL/AMENDMENT

SCOPE OF SERVICES:

- ☐ See attached.
- ☒ Scope as defined in the following: Prepare and submit discharge permit application for the renewal and amendment of the Wilbarger Creek WWTP, adding a 1.33 MGD Interim II Phase. All mapping, evaluations, meetings and technical support services for application, through attendance at first hearing is included. Permitting and publication fees not included.

COMPENSATION:

- ☒ Lump Sum Fee of \$28,100.00
- ☐ ____ (%) Preset Percent of Construction Cost (curve fee times actual construction cost)
- ☐ TSPE/ACEC Fees of Median Compensation (fee determined by actual construction cost)

CITY OF MANOR, TEXAS

By: 

Date: 2-6-2019

JAY ENGINEERING COMPANY, INC.

By: 

Date: January 10, 2019

JAECO Project No.: 100-078-20

EXHIBIT B

ADDENDUM NO. 52

ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

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ASSIGNMENT: CITY OF MANOR MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4)
STORMWATER MANAGEMENT PROGRAM (SWMP) PERMIT RENEWAL/AMENDMENT APPLICATION

SCOPE OF SERVICES:

- ☐ See attached.
- ☒ Scope as defined in the following: Prepare and submit a renewal/amendment application package for the City of Manor MS4 SWMP permit, including an updated 5-year SWMP and publish Notice of Intent. All mapping, evaluations, report writing, meetings and technical support services for application are included. Permitting and publication fees not included.

COMPENSATION:

- ☒ Lump Sum Fee of \$24,100.00
- ☐ ____ (%) Preset Percent of Construction Cost (curve fee times actual construction cost)
- ☐ TSPE/ACEC Fees of Median Compensation (fee determined by actual construction cost)

CITY OF MANOR, TEXAS

By: 

Date: 6/19/2019

JAY ENGINEERING COMPANY, INC.

By: 

Date: June 12, 2019

JAECO Project No.: 100-079-20

EXHIBIT B

ADDENDUM NO. 53

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Through this addendum, CLIENT hereby authorizes ENGINEER to undertake the work assignment described in the following, said assignment to be performed within the terms and conditions defined in said Professional Services Agreement, except as modified herein.

ASSIGNMENT: E. US 290 WATER LINE IMPROVEMENTS, CIP W-17

SCOPE OF SERVICES:


☐ See attached.

☒ Scope as defined in the following: Prepare drawings, specifications, and contract documents for E US 290 Water Line, CIP W-17 improvements, to include approximately 6,600 LF of 16" water line, hydrants, isolation valves and bored encasements. Design surveys, bidding and construction phase services, inspection and testing are included herein. Boundary or easement survey work for land acquisition are not included herein but can be provided as additional services under Standard Rates.


COMPENSATION:

- ☒ Lump Sum Fee Per Attached Task List Fee Schedule, plus Additional Services
- ☐ Preset Percent of Construction Cost
- ☐ TSPE/ACEC Fees of Median Compensation (fee determined by actual construction cost)

CITY OF MANOR, TEXAS

By: 
Date: 6/19/2019

JAY ENGINEERING COMPANY, INC.

By: 
Date: June 12, 2019

JAECO Project No.: 100-080-20

FEE SCHEDULE

E US 290 WATER LINE, CIP W-17 IMPROVEMENTS

Preliminary Engineering Phase	\$ 27,900
Field Surveying	\$ 3,500
Geotechnical Evaluation and Report	\$ 3,400
Design Development Phase	\$ 27,100
Final Design and Contract Documents	\$ 35,300
Bidding and Contracting Phase	\$ 3,000
Construction Phase	\$ 14,200
Testing and Inspection	\$ 3,700
Total	\$118,100

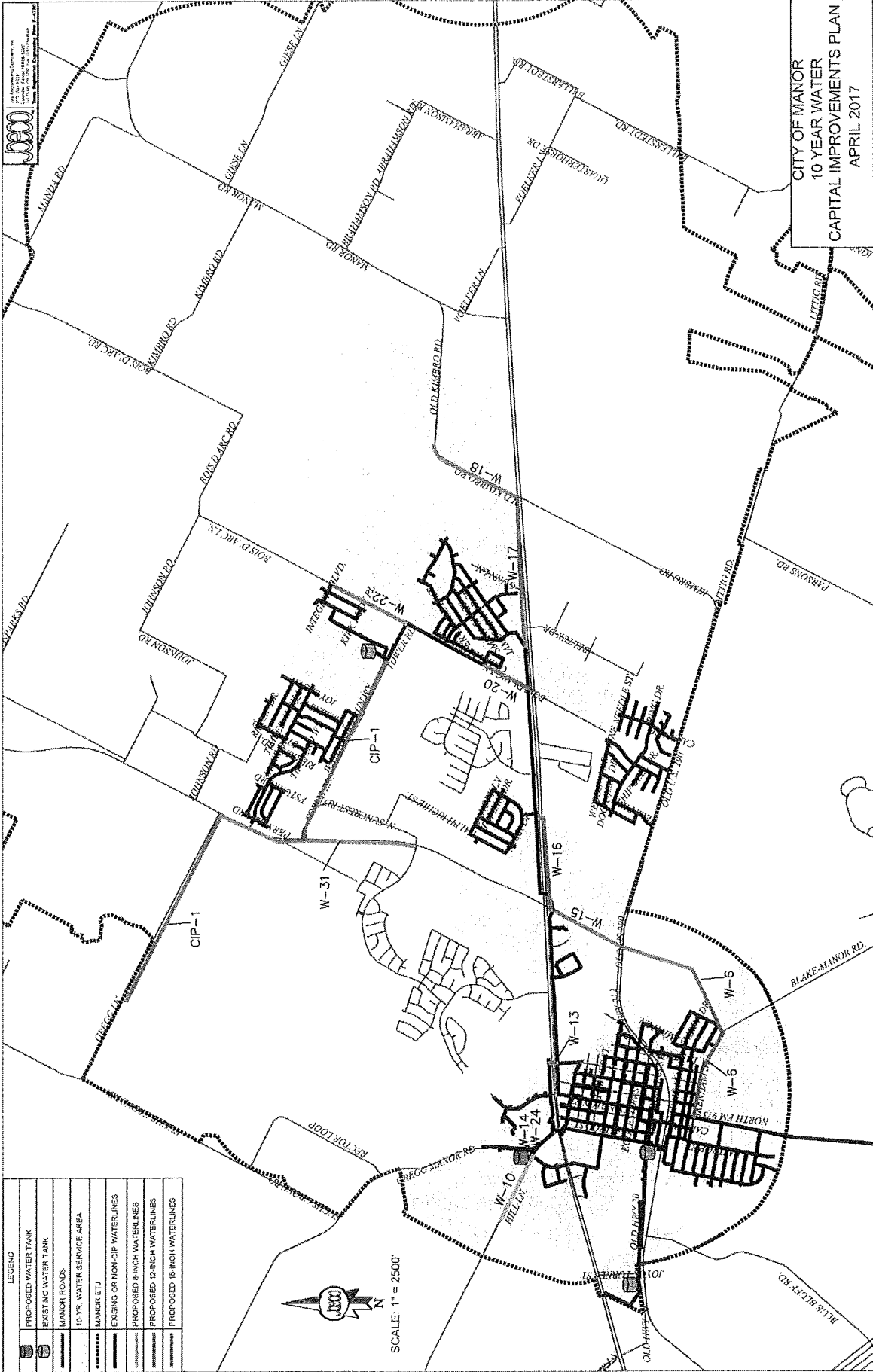


EXHIBIT B

ADDENDUM NO. 54

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ASSIGNMENT: 2020 UPDATE – COMMUNITY IMPACT FEE SCHEDULE, WITH STUDIES, MAPPING, COST ANALYSES, MEETINGS AND HEARINGS.

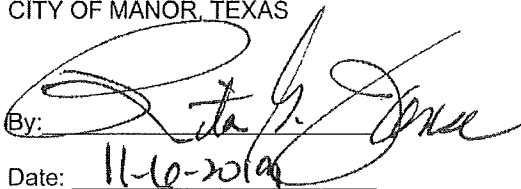
SCOPE OF SERVICES:

- ☐ See attached.
- ☒ Scope as defined in the following: Review current program status and new growth needs with advisory committee. Perform growth projections, land use assumptions, and conduct public hearing/meetings. Develop impact fee project list for water and wastewater, prepare cost estimates with fee-eligible portions, recommend new fee structure and conduct public hearing/meetings. Furnish support documentation and mapping for City files and provide implementation guidelines.


COMPENSATION:

- ☒ Lump Sum Fee of \$30,600
- ☐ ____ (%) Preset Percent of Construction Cost (curve fee times actual construction cost)
- ☐ TSPE/ACEC Fees of Median Compensation (fee determined by actual construction cost)

CITY OF MANOR, TEXAS

By: 
Date: 11-16-2019

JAY ENGINEERING COMPANY, INC.

By: 
Date: October 30, 2019

JAECO Project No. 100-082-20

EXHIBIT B

ADDENDUM NO. 55

ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

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Through this addendum, CLIENT hereby authorizes ENGINEER to undertake the work assignment described in the following, said assignment to be performed within the terms and conditions defined in said Professional Services Agreement, except as modified herein.

ASSIGNMENT: FY 2019 CAPITAL METRO BCT PAVING IMPROVEMENTS PROJECT.

SCOPE OF SERVICES:

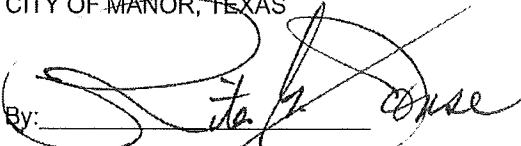
☐ See attached.

Scope as defined in the following: Prepare drawings, specifications and contract documents for FY 2019 Capital Metro BCT Paving Improvements Project. Design surveys and construction observation are included herein. Boundary or easement survey work for land acquisition, geotechnical investigations, and design of access or drainage improvements are not included herein.


COMPENSATION:

- ☒ Lump Sum Fee of \$28,300
- ☐ _____ (%) Preset Percent of Construction Cost (curve fee times actual construction cost)
- ☐ TSPE/ACEC Fees of Median Compensation (fee determined by actual construction cost)

CITY OF MANOR, TEXAS

By: 
Date: 11-6-2019

JAY ENGINEERING COMPANY, INC.

By: 
Date: October 30, 2019

Jaeco Project No. 100-081-20