This is Task Order No. 39, consisting of 3 pages.

Task Order

In accordance with paragraph 1.01 of the Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated November 13, 2017 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

- A. Title: City of Port Lavaca Downtown Waterfront Public Access Improvements Project 2
- B. Description:
 - 1) Design plans & specifications, prepare bid documents and perform contract administration for the construction of additional vinyl bulkhead, timber finger piers, mooring posts, rip rap, cul-de-sac, and sidewalk at Smith Harbor.
 - 2) Submit the construction plans for the project for ADA review, filing and inspection. The City of Port Lavaca will be responsible for the payment of the ADA fee.

2. Services of Engineer

Engineer shall have those responsibilities set forth in Exhibit A.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Exhibit B.

4. Times for Rendering Services

Services will be rendered in a timely manner and in accordance with the schedule determined during the Study and Report Phase of the Project.

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

Category of Services	Compensation Method	Lump Sum, or Estimate of Compensation for Services	
Design	Fixed Fee	\$15,025.00	
Bidding	Fixed Fee	\$5,500.00	
Contract Administration	Fixed Fee \$4,250.00	\$4,250.00	
Total		\$24,775.00	

- B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.
- C. Reimbursable Expenses: Includes fees charged by outside entities have review authority over the project, government agency fees and advertising fees. See Appendix 1 to Exhibit C "Reimbursable Expenses Schedule"

- 6. Consultants: None
- 7. Other Modifications to Agreement: None
- 8. Attachments: None
- 9. **Documents Incorporated By Reference:** Master Agreement Between City of Port Lavaca and Victoria Engineering, Inc. dba Urban Engineering dated <u>November 13, 2017</u>. This includes all Attachments to that Agreement (Attachments A Attachment I inclusive).

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 Effe	ctive Date of this Task Order is		
OWNER:		ENGINEER:	
By:		Ву:	
Name:	JoAnna P. "Jody" Weaver, P.E.	Name: Matt A. Glaze, P.E.	
Title:	Interim City Manager & City Engineer	Title: Vice President	
		Engineer License or Firm's Certificate No. TREF State of: Texas	# F-160
DESIGNATED REPRESENTATIVE FOR TASK ORDER:		DESIGNATED REPRESENTATIVE ORDER:	FOR TASK
Name:	JoAnna P. "Jody" Weaver, P.E.	Name: Matt A. Glaze	
Title:	Interim City Manager & City Engineer	Title: Vice President	
Address:	202 N. Virginia St. Port Lavaca, TX 77979	Address: 2004 N. Commerce St. Victoria, TX 77901	
E-Mail Address:	jweaver@portlavaca.org	E-Mail Address: <u>mglaze@urbanvictoria.co</u>	<u>m</u>
Phone:	361-552-9793	Phone: 361-578-9836	
Fax:	361-552-6062	Fax: N/A	