

RESOLUTION NO. 23-R-107

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HALFF ASSOCIATES, INC., TOTALING NO MORE THAN \$80,000 FOR DESIGN, BID, AND CONSTRUCTION PHASE ENGINEERING SERVICES FOR THE RELOCATION OF A BACKFLOW PREVENTION DEVICE FOR RANDOLPH AIR FORCE BASE., AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City staff of the City of Schertz (the “City”) has recommended that the City enter into an agreement for design, bid, and construction phase engineering services for the Relocation of a Backflow Prevention Device for Randolph Air Force Base; and

WHEREAS, the City Council has determined that it is in the best interest of the City to contract with Halff Associates, Inc., for the design, bid, and construction phase services as described in the Project Agreement (the “Agreement”) attached hereto as Attachment 1; and

WHEREAS, the City Council authorizes expenditures with Halff Associates, Inc., for the Relocation of a Backflow Device for Randolph Air Force Base for \$70,463 with a not to exceed amount of \$80,000 for the 2023-2024 Fiscal Year.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the Agreement with Halff Associates, Inc., in substantially the form set forth on Attachment 1.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this ____ day of _____, 2023.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

(CITY SEAL)

ATTACHMENT 1
PROJECT AGREEMENT

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 October 17, 2019 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: TBD
- b. Owner or City: City of Schertz
- c. Engineer: Halff
- d. Project: Water Line Relocation for TxDOT FM 1518 Widening and Randolph Air Force Base
- e. Specific Project (description):
 - Design a 12-inch water line to tie in to the proposed 12-inch water line that is being relocated as part of the TxDOT FM 1518 roadway widening project. The 12-inch water line and above ground backflow prevention device will also be relocated and tied back into the existing water line that runs along Bone Rd.
 - Coordinate project deliverables with the Owner and TxDOT.
 - Provide assistance on bidding the project.
 - Provide survey and subsurface utility services to support the design of the water line.

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 Owner.
- TxDOT or the Owner will handle the Randolph Air Force Base access and not Halff. Any additional coordination for Randolph Air Force Base for Halff will be completed prior to the design by Owner

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

Halff will review existing record drawings and existing easement information obtained from the City or TxDOT, including but not limited to:

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

Task 2 – Subsurface Utility Engineering and Utility Coordination

Halff will perform SUE in accordance with ASCE/UESI/CI 38-22 “Standard Guideline for Investigating and Documenting Existing Utilities.” This standard defines the following Quality Levels:

Quality Level-A: Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point. Minimally intrusive excavation equipment is typically used to minimize the potential for utility damage. A precise horizontal and vertical location, as well as other utility attributes, is shown on plan documents.

Quality Level-B: Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality Level-B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents.

Quality Level-C: Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to Quality Level-D information.

Quality Level-D: Information derived from existing records or oral recollections.

Quality Level-A Utility Test Holes (Vacuum Excavation):

Quality Level-A Test Holes are not part of this Scope of Services.

Quality Level-B Utility Designating:

Halff will designate the approximate horizontal position of conductive/toneable utilities within the project limits using geophysical prospecting equipment and mark using paint and/or pin flags. We anticipate the designation of approximately 2,000 linear feet of utilities including buried communication, electric, natural gas, and water. Designation of irrigation lines, HDPE lines, gathering lines, asbestos concrete and/or pvc lines, as well as pvc lines without tracer wire or access are not part of this Scope of Services.

Because of limited utility record information and the possibility of non-conductive/un-toneable utilities, Halff cannot guarantee all utilities will be found and marked within the project limits.

Quality Level-C Surveying:

Quality Level-B Utility Designation paint markings, pin flags, and above ground utility appurtenances will be surveyed and tied utilizing project survey control provided by The Owner.

Quality Level-D Records Research:

Any available Records will be provided to Halff by The Owner. Halff will perform additional record research as needed to successfully complete the project.

Because there are situations where the utility does not have a metallic composition, a metallic tracer line attached, or access to insert a tracer line, the approximate location of the utility may be determined by the use of utility records and direct correspondence with the utility owner/representative. In these areas, the information will be considered Quality Level-D, depicted according to utility record information only.

SUE Field Manager / Professional Engineer:

A SUE Field Manager will be on-site for a portion of this project for field crew supervision, field quality control, and coordination with on-site personnel. A Professional Engineer will be responsible for QA/QC, management of the contract, signing the final deliverables and coordination with the project team if necessary.

SUE Deliverables / CADD:

Deliverables for the Quality Level-B 2D Utility Designation will be an electronic file depicting the findings of the investigation.

Right-of-Entry:

Right-of-Entry is not part of this Scope of Services as work is anticipated within the existing road right-of-way. If right-of-entry is required, it will be performed and provided to Halff by The Owner and or TxDOT. Halff will coordinate with the property owner(s) once right-of-entry has been obtained.

Permitting:

Permitting is not part of this Scope of Services.

Work Zone Traffic Control:

Halff will provide standard temporary work zone traffic control consisting of cones and free-standing signage for this project. This Scope of Services does not include lane closure(s), flag person(s), changeable message board(s), arrow board(s), and/or engineered traffic control plans.

If an engineered traffic control plan is required for permit approval or if unique traffic control conditions exist, Halff will notify The Owner and submit a supplemental agreement for authorization prior to proceeding with additional work.

Schedule for SUE Work:

Halff will complete the Quality Level-B Utility Designation investigation within Forty-Five (45) calendar days upon receipt of written notice to proceed from the Owner.

Due to uncontrollable factors such as ground conditions, weather, Right of Entry, and safety hazards, Halff reserves the right to request more time to facilitate field efforts should one of these circumstances exist.

Work to be performed in Right-of-Way shall be performed Monday through Friday, 9 am to 4 pm and Saturday and Sunday, 7 am to 7 pm, barring weather.

Hotels/Meals:

Per US General Services Administration current rates, meals will be reimbursed at \$51.00 per person per day, and hotel lodging will be invoiced at cost plus associated taxes. The \$96.00 and \$30.00 rate are used for estimating purposes only.

Task 3 – Survey

a) Field Survey

- The survey will be conducted in accordance with the requirements of a Category 6 – Topographic Survey, as stipulated in the Manual of Practice promulgated by the Texas Society of Professional Surveys (TSPS).

- This includes establishing the elevations of the project site, locating visible improvements within the project area, locating trees (6” and greater) within the project area and the establishing Temporary Benchmarks at the project area. Texas 811 will be called to locate underground utilities within the right of way of the road(s).

- The deliverables will be provided based upon the Texas State Plane Coordinates System, NAD83, South Central Zone (Grid values) and vertical control using NAVD88. Survey to include CAD surface.

PHASE 3 – Utility Design – Based on direction from Owner as a result of Phase 2, Halff shall develop plans, specifications, and estimate (PS&E). Plans will be prepared and submitted to the Owner for the, 95%, and Bid phase submittals. The final design will consist of the following tasks and is based on the assumptions below:

- Utility design will be in accordance with the following manuals and standards:
 - Owner standards and specifications relative to water and wastewater mains
 - Special Provisions for TxDOT – San Antonio District
 - Texas Commission on Environmental Quality (TCEQ)
 - San Antonio Water System (SAWS)

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

1. The 95% PS&E construction plan shall consist of the following:
 - a) Incorporate Owner’s current TxDOT FM 1518 utility relocation plans for the tie in location.
 - b) Prepare any additional sheets as required that will tie in the proposed 12-inch water line from the TxDOT FM 1518 utility relocation plans to the existing 12-inch water line that runs along Bone Road.
 - c) Prepare a 95% opinion of probable construction costs (OPCC)

Task 3- Bid Construction Documents

- a) Incorporate Owner’s review comments on the 95% submittal.
- b) Finalize and seal the utility improvement plans and complete bid construction document package.
- c) Engineer will address contractor questions during the bid process. For estimating purposes, (5) five contractor questions are included.
- d) Engineer will prepare any Addenda necessary during the bid process. For estimating purposes, (1) one Addenda issuance is included.

Deliverables – 95%, and bid construction submittals of plans, specifications and opinion of probable construction cost. It’s our understanding the bidding for this project will be handled with the bidding of another project and that this project won’t be bid by itself and the work outlined under Task 4 will be performed in conjunction with the other project.

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 and Submittals - Halff review and approve all submittals for the water improvements of the Contractor’s shop drawings, and other submittals for conformance with the design concept and general agreement of the contract. Halff will log and track all shop drawings, and submittals. Halff shall coordinate with Owner for quality control. For estimating purposes, two (2) 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. (2) two 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 for up to one change. Any additional request for changes will be handled as additional fee.

Task 4- Contractor Pay Application Review

Halff will review each contractor pay application submitted by the contractor to the City and verify quantities installed with the onsite construction inspector. Halff will coordinate with the City project manager on any submitted pay application. Five (5) 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 Owner. These record documents are a compilation of the sealed engineering drawings for the 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.

It's our understanding the construction for this project will be handled with the construction of another project and that this project won't be constructed by itself and the work outlined under Phase 5 will be performed in conjunction with the other project.

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. Design of public and franchised utility adjustments that are not noted in the above scope
5. Analyzing or simulating water supply networks
6. The TCEQ Interconnection application or any additional items that may be needed for the Interconnection application that are not noted in the above scope
7. Storm Water Pollution Prevention Plan (SWPPP) and or Report
8. Filing fees, permit fees, and license fees
9. Coordination with individual property owners
10. Coordination with Randolph Air Force Base (its our understanding the Owner or TxDOT will handle this and not Halff)
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 | Furnish: 1. The consultant will submit two sets of plans at the 95% and Construction Documents. Consultant will participate in submittal review meetings for each milestone. | Halff personnel will be available to commence work upon written notice to proceed. |

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|--------------|-------------------------------------|-----------------------|
| | | |
| Owner | 1. Provide Notice to Proceed | As Coordinated |

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:

ENGINEER:

By: _____

By: _____

Print Name: _____

Print Name: Luis Cardona, PE

Title: _____

Title: Public Works Team Leader

Engineer License or Firm's: F-312
 State of: Texas

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Email
Address: _____

Email
Address: _____

Phone: _____

Phone: _____

**FEE SCHEDULE
EXHIBIT B**

PROJECT STARTUP & MANAGEMENT & COORDINATION

| | |
|---|-----------------|
| Project Management and Coordination (3 month design, 3 month const) | \$ 5,710 |
| Prepare Monthly Invoices and Progress Reports (Assumes 6 Invoices) | \$ 947 |
| Project Meetings at City Office (Assumes 2) | \$ 852 |
| Sub-Total | \$ 7,508 |

DATA COLLECTION AND REVIEW

| | |
|--------------------|------------------|
| SUE Level B | \$ 15,096 |
| Topographic Survey | \$ 6,965 |
| Sub-Total | \$ 22,061 |

UTILITY DESIGN

95% PS&E

| | |
|---|----------|
| Respond to and Address 60% Comments | \$ 1,321 |
| Finalize Removal Plan | \$ 1,164 |
| Finalize Water Design and Layout Sheets | \$ 5,892 |
| Finalize Water Details | \$ 2,088 |
| Update Project Schedule | \$ 1,221 |
| Finalize Technical Specifications | \$ 1,321 |
| OPCC (AACE 56R-08 Class 2) | \$ 1,321 |
| QAQC | \$ 1,499 |
| Prepare 95% Submittal Package (5 complete sets) | \$ 1,553 |
| Workshop Review Meeting | \$ 1,201 |

100% PS&E & Bidding

| | |
|---|----------|
| Address 95% Comments and Resubmit Package (2 complete sets) | \$ 1,562 |
| Prepare Sealed Plans and Specifications | \$ 860 |
| Prepare Final Engineer's OPCC | \$ 1,164 |
| Prepare 100% submittal (two (2) sets of contract documents) | \$ 1,771 |
| Attend the Pre-Bid Conference | \$ 1,111 |
| Review and respond to RFIs during Bidding (5 max) | \$ 490 |
| Prepare & issue addenda to Bidders (1 max) | \$ 1,535 |
| Review bid tabulation | \$ 887 |
| Prepare Sealed Plans and Specifications with Addendums | \$ 1,478 |

Sub-Total \$ 29,438

CONSTRUCTION PHASE SERVICES

| | |
|--|----------|
| Submittals (2 max) | \$ 2,051 |
| RFIs (2 max) | \$ 2,365 |
| Review of Contractor's Requested Changes (1 max) | \$ 923 |
| Review of Contractor's Pay Application (5 max) | \$ 1,221 |
| Record Documents | \$ 4,896 |

Sub-Total \$ 11,455

Total Engineering Fee (LUMP SUM) \$ 70,463

LUMP SUM Contract Note: This level of effort is for estimating purposes only. This is a lump sum fee structure so, effort will be billed on a percent complete basis.