

**RESOLUTION NO. 23-R-127**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH UTILITY ENGINEERING GROUP, PLLC, TOTALLING NO MORE THAN \$35,000, FOR ADDITIONAL ENGINEERING SERVICES RELATED TO THE RIATA LIFT STATION RELOCATION PROJECT, AND OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, the City staff of the City of Schertz (the “City”) has determined that the City requires additional engineering-related services for the completion of the Riata Lift Station Relocation Project; and

**WHEREAS**, Utility Engineering Goup, PLLC (UEG) is nearing completion of design and site acquisition of the Riata Lift Station and staff has recommended upsizing the gravity sewer line during the course of the project; and

**WHEREAS**, UEG needs to expend addition hours beyond those originally anticipated to incorporate the changes request by City Staff; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to amend its Agreement with UEG to continue its services related to the project for an additional base amount of \$27,930, pursuant to the proposal attached hereto as Exhibit A (“Agreement”).

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

Section 1. The City Council hereby authorizes an amendment to the agreement with UEG in substantially the form set forth on Exhibit A and in accordance with the original project agreement authorized by Resolution 20-R-80, for an additional amount of \$27,930 and authorizes additional expenditures as needed up to an additional amount not to exceed \$35,000.

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resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.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 December, 2023.

CITY OF SCHERTZ, TEXAS

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Ralph Gutierrez, Mayor

ATTEST:

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Sheila Edmondson, City Secretary

(city seal)

**EXHIBIT A**

**SUGGESTED FORM OF  
TASK ORDER**

This is Task Order No. <u>3a</u> , consisting of <u>4</u> pages.
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**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 7, 2019 ("Agreement"), Owner and Engineer agree as follows:

**1. Background Data**

- a. Effective Date of Task Order: \_\_\_\_\_, 2023
- b. Owner: City of Schertz, Texas
- c. Engineer: Utility Engineering Group, PLLC
- d. Specific Project (title): Riata Lift Station Relocation Project – Additional Service No. 1
- e. Specific Project (description): The project includes the design of the gravity wastewater main up-sizing, TxDOT Standard Utility Agreement Amendment Coordination, and expanded site and easement acquisition services associated with the abandonment and relocation of the City's existing Riata Lift Station Project.

**2. Services of Engineer**

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

Design Phase:

- UEG will prepare revised 100% design level plans and specifications to increase the size of the proposed gravity wastewater main associated with the project. The plans and specifications will be based on the City's approved design standards and standard specifications as well as TCEQ design criteria; and
- UEG will assist the City with the TxDOT required standard utility agreement amendment associated with the potential elective betterment due to the gravity wastewater main size increase.

- B. Other Services

Engineer shall also provide the following services:

ROW Agent Services:

- Due to the length of time it took to coordinate with TxDOT to obtain the original standard utility agreement, the original ROW agent scope of services was exceeded. To complete the negotiation with the property owner and obtain the necessary project site and easements, the

ROW agent services scope is proposed to expand.

- C. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.
- D. Exclusions
  - Subsurface Utility Exploration work is not included in this scope of services; and
  - UEG will not be responsible for any permit fees or advertising fees related to the project.

### 3. Additional Services

A. Additional Services that may be authorized or necessary under this Task Order are: **None**

### 4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B.

### 5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

<b>Party</b>	<b>Action</b>	<b>Schedule</b>
Engineer	Furnish 3 review copies of the Revised Design Phase documents, opinion of probable Construction Cost, and other Design Phase deliverables to Owner.	Within 4 weeks of Owner's authorization to proceed with the Revised Design Phase services.
Owner	Submit comments regarding the Revised Design Phase documents, opinion of probable Construction Cost, and other Design Phase deliverables to Engineer.	Within 3 weeks of the receipt of the Revised Design Phase documents, opinion of probable Construction Cost, and other Design Phase deliverables from Engineer.
Engineer	Furnish 3 copies of the Final Design Phase documents, opinion of probable Construction Cost, and other Design Phase deliverables to Owner.	Within 2 weeks of the receipt of Owner's comments regarding the Revised Design Phase documents, opinion of probable Construction Cost, and other Design Phase deliverables.

### 6. Payments to Engineer

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

	Description of Service	Amount	Basis of Compensation
1.	Basic Services (Section 2.A)		
	a. Design Phase	\$8,430.00	Lump Sum
2.	Other Services (Section 2.B)		
	a. ROW Agent Services	\$19,500.00	
	<b>TOTAL COMPENSATION (lines 1.a-c and 2.a-b)</b>	\$27,930.00	Lump Sum
3.	Additional Services	(N/A)	(N/A)

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

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

**7. Consultants retained as of the Effective Date of the Task Order:**

**8. Other Modifications to Agreement and Exhibits: N/A**

**9. Attachments: N/A**

**10. Other Documents Incorporated by Reference: N/A**

**11. 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 \_\_\_\_\_, 2023.

OWNER:

ENGINEER:

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

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

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

Print Name: David Kneuper, P.E.

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

Title: Partner

Engineer License or Firm's  
Certificate No. (if required): 18712  
State of: Texas

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

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

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

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

E-Mail  
Address: \_\_\_\_\_

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: David Kneuper, P.E.

Title: Partner

Address: 191 N. Union Ave., New Braunfels, Texas 78130

E-Mail  
Address: davidk@uegpros.com

**City of Schertz  
Riata Lift Station Relocation Project**

	Principal (hrs)	Cost (\$185/hr)	Project Engineer/Manager( hrs)	Cost (\$155/hr)	Graduate Engineer (hrs)	Cost (\$100/hr)	Design Technician (hrs)	Cost (\$85/hr)	Administrative (hrs)	Cost (\$55/hr)	Subcontractor	Total
Riata Lift Station Relocation Project	38	\$ 7,030	148	\$ 22,940	224	\$ 22,400	144	\$ 12,240	12	\$ 660	\$ 64,525	\$ 129,795
Preliminary and Final Design Phase	28		100		172		144		0		\$ 64,525	\$ 114,645
Information Gathering	2		8		12		4					
Coordination with the City and TxDOT	8		24		12							
Prepare Preliminary Calculations and Report	2		16		20							
Prepare Preliminary Design Plans and Specifications	6		24		80		100					
Comment Submittal and Response	2		8		24		40					
Sub-Consultant Coordinatin	8		20		24							
Electrical Engineer Sub-Consultant											\$ 20,600	
Survey Sub-Consultant											\$ 10,500	
Geotechnical Sub-Consultant											\$ 5,135	
Structural Sub-Consultant											\$ 5,500	
ROW Agent Sub-Consultant											\$ 7,500	
Environmental Sub-Consultant											\$ 15,290	
Bidding or Negotiating Phase	2		8		12				4			\$ 3,030
Construction Phase	8		40		40				8			\$ 12,120
<b>Total Riata Lift Station Relocation Project</b>												<b>\$ 129,795</b>
Additional Service (Gravity Main Size Revision, TxDOT SUA Betterment Coordination, & Expanded ROW Services)	4	\$ 740.00	16	\$ 2,480.00	24	\$ 2,400.00	24	\$ 2,040.00	14	\$ 770.00	\$ 19,500.00	\$ 27,930.00
<b>Total Riata Lift Station Relocation Project with Additional Service</b>												<b>\$ 157,725.00</b>