

RESOLUTION NO. 24-R-53

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, AUTHORIZING AMENDMENT 6 TO THE PROJECT AGREEMENT WITH COBB, FENDLEY & ASSOCIATES, INC., RELATING TO CONSTRUCTION PHASE ENGINEERING SERVICES FOR THE WOMAN HOLLERING CREEK WASTEWATER LINE PROJECT, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City staff of the City of Schertz (the “City”) has determined that the City requires professional services relating to the construction phase engineering responsibilities for the Woman Hollering Creek Wastewater Line Project that exceed the original project agreement scope; and

WHEREAS, City staff has determined that Cobb, Fendley & Associates, Inc., is uniquely qualified to provide such services for the City; and

WHEREAS, pursuant to Section 252.022(a)(4), the City is not required to seek bids or proposals with respect to a procurement for personal, professional, or planning purposes; and

WHEREAS, the City Council has determined that it is in the best interest of the City to amend the contract with Cobb, Fendley & Associates, Inc., pursuant to its proposed amended scope and fee for construction phase services presented as Exhibit A (“Amendment 6”) for an amount of \$69,529.40.

WHEREAS, the City Council authorizes City Staff to expend up to a not to exceed amount of \$100,000 on further amendments to the Project Agreement, if needed.

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

Section 1. The City Council hereby authorizes approval of the Amendment to the Agreement with Cobb, Fendley & Associates, Inc., in substantially the form set forth on Exhibit A and to execute further Amendments as necessary not to exceed an additional expenditure amount of \$100,000.

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resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.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 _____, 2024.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

(CITY SEAL)

EXHIBIT A

April 24, 2024

Ms. Kathryn J. Woodlee, P.E., CFM
 City of Schertz
 City Engineer
 10 Commercial Place Building 2
 Schertz, TX 78154

VIA E-MAIL

Re: Supplemental Amendment 6 for Woman Hollering Creek Wastewater Project
 Extended Construction Time

Ms. Woodlee:

Cobb, Fendley & Associates, Inc. (CobbFendley) appreciates the opportunity to provide this proposal for additional services for the construction phase. The table below summarizes the additional submittals and RFIs that have been addressed as well as the extended duration of the contract.

Item	Assumed	Actual as of 4/24/2024	Notes
Submittals	80	111	Some of these required more than 2 reviews
RFIs	80	85	
Duration	12 months	26 with a total of 28-29 anticipated	NTP on 1/11/2022 for 12 month duration. Now anticipate substantial completion in late-June 2024.

CobbFendley has worked diligently and efficiently to perform the scope within the contracted budget. At this time, the existing budget has been expended and we are requesting additional funds to complete the remaining anticipated services as summarized below:

1. Addressing final closeout issues and RFIs including drawing revisions. This line item is included for unknown issues that may arise as the construction is closing out such as the canopy slab for the MCC not being open, grout placement in the wet well, the Manhole B1-6 correction plan, and other unforeseen issues that are discovered as the team is performing final observations.
2. Additional Progress Meetings and Project Management. The current schedule shows final completion in late-June 2024. This proposal assumes project closeout in late-July 2024 with weekly on-site progress meetings through July.
3. Pre-punch list walk throughs. CobbFendley will participate in pre-punch list walk throughs for the gravity main, lift station, and forcemain and provide notes of findings and coordination of reviewing corrected work.
4. Final Walkthrough. CobbFendley will participate in the final walkthrough for the gravity main, lift station and forcemain and coordinate with the City and inspection team on preparing and closing out the final punch list.
5. Startup. CobbFendley will attend the startup of the lift station and coordinate with the City and the inspection team on the startup protocol and observations.

6. Record Drawings. CobbFendley will provide a set of Record Drawings based on as-built markups provided by the Contractor and integrating drawing revisions that were issued as RFI responses.
7. MHB1-6 Work Plan Survey. CobbFendley will provide additional survey for MHB1-6 as described in the attached scope of services. Contingency survey fee has also been included to cover potential additional as-built survey that might be required to confirm the wastewater system was built in conformance with the engineering plans.

Basis of Compensation

We propose to perform these services according to the fee table below and attached based on the terms and conditions of the Project Agreement for Engineering Services executed on October 8, 2015 and the Rate Table included within Supplemental Number 4 executed on April 5, 2022.

Description	Cost
Additional Engineering	\$54,202.00
Survey for MHB1-6	\$5,327.40
Contingency for Additional Survey	\$10,000.00
Total Extended Construction Time	\$69,529.40

Please do not hesitate to contact me at (512) 834-9798 if you have any questions about the above referenced proposal.

Sincerely,



Julie Hastings, PE, MBA
Principal | Project Manager

cc: Luis Santos, PE

April 11, 2024

Topographic Survey in the City of Selma, Texas
Proposal for Professional Services

SURVEY – CONTROL

1. CFA will utilize the Trimble VRS – GPS network for this project.
2. The GPS control will be referenced to the Texas State Plane Coordinate System – South Central Zone, North American Datum 1983 (2012), North American Vertical Datum 1988 (Geoid 12b).
3. CobbFendley will recover or establish a minimum of two (2) control monuments within Hallie’s Cove Subdivision.

SCOPE OF SERVICES

1. CobbFendley will perform a topographic survey of nine (9) existing manholes. If the manhole at the intersection of Hallie Stone and Hallie Creek is unbolted, flowline elevations will be collected. One (1) wastewater line within the project limits (as exposed by designated contractor) will also be surveyed. Top and bottom elevation of the exposed pipe will be collected.
2. CobbFendley will not access private property for the purposes of this survey. If access is necessary, additional right-of-entry, permitting and traffic control may be required.
3. A survey drawing will be prepared depicting the manholes and wastewater line. No property lines or ownership information will be included.
4. The survey drawing will be prepared using AutoCAD and delivered in electronic format.
5. Client shall furnish the following information or tasks, as available, for services at no cost to CobbFendley:
 - a) Permission to enter and survey the land, preferably written.
 - b) Other available information or assistance as appropriate.

EXCLUSIONS FROM THE SCOPE OF SERVICES

Specific items excluded from this proposal are as follows, and CobbFendley shall have no responsibility to perform any of these services.

1. Right of Entry will be PROVIDED BY THE CLIENT.
2. The survey will not address compliance or assessment of additional existing utilities, wetland determinations, fault lines and/or environmental assessments that are beyond the surveyor's expertise.
3. Location of underground utilities (SUE), 811 calls or markings.
4. Any other service not specifically included within this description of Scope of Services described above.

1.

Woman Hollering Wastewater Line
 SA6 Extended Construction Time
 Fee Estimate Worksheet
 4/24/2024

Task	Labor Rates								Total Hours	Mileage	Total Budget
	\$299.00 Principal	\$299.00 Sr Engr V (Structural)	\$227.00 Sr Engr	\$175.00 PM I	\$170.00 Senior Tech III	\$175.00 RPLS	\$149.00 2-Person Survey Crew	\$65.00 Clerical			
I. Extended Construction Time Activities											
Addressing final closeout issues/RFIs including drawing revisions	8	8	12	40					68		\$14,508.00
Additional progress meetings and project management through July 31, 2024	16.5		8.5	68				12	105	\$683.40	\$20,226.40
Pre-punch list walk throughs	2		2	8					12	\$80.40	\$2,532.40
Final Walkthrough	2		2	8						\$80.40	\$2,532.40
Startup	4		20	20					44	\$160.80	\$9,396.80
Record Drawings	2		4	20					26		\$5,006.00
											\$0.00
Survey for B1-6 Correction Plan					12	3	18		33	\$80.40	\$5,327.40
Contingency for additional survey if needed											\$10,000.00
											\$0.00
Subtotal - Extended Construction Time											\$69,529.40
Total SA6	34.5	8	48.5	164	12	3	18	12	288		



2021 Standard Rate Schedule

Senior Engineer V or Principal	\$299.00/HR
Senior Engineer IV or Project Manager V	\$278.00/HR
Senior Engineer III or Project Manager IV	\$242.00/HR
Senior Engineer II or Project Manager III	\$227.00/HR
Senior Engineer I or Project Manager II	\$201.00/HR
Engineer III or Project Manager I	\$175.00/HR
Engineer II	\$155.00/HR
Engineer I	\$129.00/HR
Graduate Engineer II.....	\$118.00/HR
Graduate Engineer.....	\$108.00/HR
Project Coordinator.....	\$98.00/HR
Senior Technician III (GIS, Telecom, Utility, CAD, Field).....	\$170.00/HR
Senior Technician II (GIS, Telecom, Utility, CAD, Field).....	\$149.00/HR
Senior Technician I (GIS, Telecom, Utility, CAD, Field).....	\$129.00/HR
Technician III (GIS, Telecom, Utility, CAD, Field).....	\$103.00/HR
Technician II (GIS, Telecom, Utility, CAD, Field).....	\$84.00/HR
Technician I (GIS, Telecom, Utility, CAD, Field).....	\$62.00/HR
Licensed State Land Surveyor	\$242.00/HR
Senior Registered Professional Land Surveyor.....	\$216.00/HR
Registered Professional Land Surveyor.....	\$175.00/HR
Project Surveyor.	\$155.00/HR
Certified Photogrammetrist.	\$205.00/HR
4 Person Survey Crew.....	\$196.00/HR
3 Person Survey Crew.....	\$175.00/HR
2 Person Survey Crew.....	\$149.00/HR
1 Person Survey Crew.....	\$108.00/HR
2 Person Hy-Drone Crew.....	\$350.00/HR
2 Person UAV Drone Crew.....	\$242.00/HR
Construction Manager III.....	\$288.00/HR
Construction Manager II.....	\$237.00/HR
Construction Manager I.....	\$191.00/HR
Construction Observer III.....	\$160.00/HR
Construction Observer II.....	\$134.00/HR
Construction Observer I.....	\$113.00/HR
Sr. Right-of-Way Agent III or ROW Project Manager III.....	\$250.00/HR
Sr. Right-of-Way Agent II or ROW Project Manager II.....	\$200.00/HR
Sr. Right-of-Way Agent I or ROW Project Manager I.....	\$180.00/HR
Right-of-Way Agent III or ROW Attorney.....	\$160.00/HR
Right-of-Way Agent II.....	\$140.00/HR
Right-of-Way Agent I.....	\$110.00/HR

(Continued)

Right-of-Way Technician.....	\$100.00/HR
Administrative	\$108.00/HR
Clerical.....	\$82.00/HR
Field Data Device	\$40.00/HR/unit

SUBSURFACE UTILITY ENGINEERING

Two-Man Designating Crew (4-Hour Minimum)	\$175/HR
One-Man Designating Crew (4-Hour Minimum)	\$113/HR
Vacuum Excavation Truck with 2 Technicians (Vac 6000) (4-Hour Minimum).....	\$325/HR
Vacuum Excavation Truck with 2 Technicians (Vac 3000 & 4000) (4-Hour Minimum).....	\$304/HR
Ground Penetrating Radar with 1 Technician (4-Hour Minimum)	\$268/HR
Traffic Control Officer.....	@ Cost + 10%
Traffic Control (Lane Closures, etc.)	To Be Negotiated
Permits (Local, State, etc.).....	@ Cost + 10%
Designation, Location & Traffic Control Vehicles.....	\$6.50/Mile

REIMBURSABLE EXPENSES

Technology Fee (*)	\$3.75/HR
Consultant or Specialty Contractor (Outside Firm)	@ Cost + 10%
Courier, Special Equipment Rental	@ Cost + 10%
Reasonable Out of Town Travel Expenses (Air, Hotel, Rental, etc.)	@ Cost
Mileage (Standard Car or Truck).....	IRS Approved Rate
Per Diem for Out of Town Travel (Per Day/Person)	GSA Standard Rate/Day
Title Plant Charges	@ Cost + 10%
Other Misc. Expenses Related to the Project.....	@ Cost + 10%

In-House Reproduction:

- Copies (Up to 11" x 17").....
- Color Prints (Up to 11" x 17").....
- Color Prints (Larger than 11" x 17")
- Bluelines (All Sizes)
- Bond Prints (All Sizes)
- Mylar Prints
- Vellum Prints

(*) Technology charges added to each billable man-hour.