

RESOLUTION NO. 24-R-70

A RESOLUTION AUTHORIZING AN AGREEMENT WITH UNINTECH CONSULTING ENGINEERS, INC FOR EASEMENT ACQUISITION SERVICES RELATING TO THE FM 78 SOUTH CHANNEL SILT REMOVAL PROJECT

WHEREAS, The City staff of the City of Schertz (the “City”) has recommended that the City enter into an agreement with Unintech Consulting Engineers, Inc. for easement acquisition services for the FM 78 South Channel Silt Removal Project; and

WHEREAS, the City Council has determined that it is in the best interest of the City to contract with Unintech Consulting Engineers, Inc., for the easement acquisition services as described in the Project Agreement (the “Agreement”) attached hereto as Attachment 1; and

WHEREAS, the City has already contracted with Unintech for the design, bid, and construction phase services; and

WHEREAS, the project will be funded from capital project sourced from the General Fund FY 2020; and

WHEREAS, the City Council authorizes expenditures with Unintech Consulting Engineers, Inc., for the easement acquisition services for \$14,000 with a not to exceed amount of \$17,000.

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resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.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

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 10-9-2019 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order:
- b. Owner: City of Schertz
- c. Engineer: Unintech Consulting Engineers, Inc.
- d. Specific Project (title): FM 78 South Channel: Additional Services Easement Negotiation
- e. Specific Project (description): Provide support services to the City, per the scope of work listed below, to aid in the acquisition of right of entry and temporary and permanent easements for the project listed above.

2. Services of Engineer

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

Scope of services as set out in the attached letter of proposal.

- B. Resident Project Representative (RPR) Services

Does not apply.

- C. Designing to a Construction Cost Limit

Does not apply

- D. Other Services

Engineer shall also provide the following services:

None

- E. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

A. Additional Services that may be authorized or necessary under this Task Order are:

those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following:

N/A.

5. 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	Negotiations	Approximately 1 month – 3 months

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 (Part 1 of Exhibit A)		
a. Easement Negotiation	\$14,000.00	Lump Sum
TOTAL COMPENSATION (lines 1.a-c)	\$14,000.00	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	Hourly rates

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:

9. Attachments:

a. Letter of Proposal date 5-17-2024

10. Other Documents Incorporated by Reference:

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 [].

OWNER:

By: _____

Print Name: _____

Title: _____

ENGINEER:

By: _____

Print Name: Mark B Hill, PE
Unintech Consulting Engineers, Inc.

Title: Civil Division Director

Engineer License or Firm's
Certificate No. (if required): 94904

State of: Texas

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

E-Mail
Address: _____

Phone: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Mark B Hill, PE

Title: Civil Division Director

Address: 2431 E Evans Road
San Antonio, Texas 78259

E-Mail
Address: mhill@unintech.com

Phone: 21-641-6003

Task Order Form

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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