

RESOLUTION 25-R-026

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH FREELAND TURK ENGINEERING GROUP, LLC FOR DESIGN, BID, AND CONSTRUCTION PHASE ENGINEERING SERVICES FOR THE BELL NORTH DRIVE SEWER EXTENSION PROJECT.

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 Bell North Drive Sewer Extension Project; and

WHEREAS, the City Council has determined that it is in the best interest of the City to contract with Freeland Turk Engineering Group, LLC for the design, bid, and construction phase services as described in the Project Agreement attached hereto. (the “Agreement”).

WHEREAS, the City Council authorizes expenditures with Freeland Turk Engineering Group, LLC for the Bell North Drive Sewer Extension Project for \$85,000 with a not to exceed amount of \$95,000 for the 2024-2025 Fiscal Year

WHEREAS, the City of Schertz will fund the professional services through funds from the water and sewer reserves.

NOW THEREFORE, 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 Freeland Turk Engineering Group, LLC in substantially the form set forth on Exhibit A with a not to exceed expenditure amount of \$95,000.00.

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resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.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 APPROVED on the _____ day of _____, 2025.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

Exhibit “A”
Agreement

TASK ORDER NO. 1

This is Task Order No. 1,
consisting of 6 pages.

In accordance with Paragraph 1.01, Main Agreement, of the Agreement Between Owner and Engineer for Professional Services—Task Order Edition dated [date], Owner and Engineer agree as follows:

1. TASK ORDER DATA

a.	Effective Date of Task Order:	?
b.	Owner:	City of Schertz
c.	Engineer:	Freeland Turk Engineering Group, LLC
d.	Specific Project (title)	Bell North Dr. Sewer Extension
e.	Specific Project (description):	Extension of approximately 850' of 8" sewer main.
f.	Related Task Orders Supplemented by this Task Order: Superseded by this Task Order:	N/A

2. BASELINE INFORMATION

Baseline Information. Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

The purpose of this project is to extend about 850' of sewer main on Bell North Dr. to establish gravity sewer service to approximately 12 lots that are currently served using grinder pumps and force mains. The proposed sewer main extension will enable the City of Schertz to decommission the grinder pumps and reduce long-term maintenance costs. The project must be completed to accommodate a future slurry seal project on Bell North Dr. The improvements include installing sanitary sewer main, sewer services, manholes, pavement repair, decommission grinder pumps, and abandon sewer collection system.

Task Order.

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Specific Project Title:	Bell North Dr. Sewer Main Extension
Type and Size of Facility:	8" Wastewater Line
Description of Improvements:	Extension of 850' of 8" sewer main starting at Doerr Lane.
Expected Construction Start:	August 2025
Prior Studies, Reports, Plans:	N/A
Facility Location(s):	Bell North Dr. - Schertz
Current Specific Project Budget:	\$1,000,000
Funding Sources:	City of Schertz
Known Design Standards:	City of Schertz Public Works Design Guide
Known Specific Project Limitations:	N/A
Specific Project Assumptions:	N/A
Other Pertinent Information:	N/A

3. SERVICES OF ENGINEER ("SCOPE")

- A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are:
Exhibit A to Task Order, "Engineer's Services for Task Order," as attached to this specific Task Order. All the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order, with the exception of Resident Project Representative Services, if any, which are compensated separately.
- B. Resident Project Representative (RPR) Services: **RPR services will not be provided.**
1. If the Scope established in Paragraph 2.A above includes RPR services, then Exhibit D to Task Order is expressly incorporated in this Task Order by reference.
- C. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, and necessary services listed as not requiring Owner's written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of unanticipated construction events or Specific Project conditions, are Additional Services, and will be compensated by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Main Agreement, with compensation for such other Additional Services as set forth in the amending instrument.

Task Order.

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4. DELIVERABLES SCHEDULE

- A. In submitting required Documents and taking other related actions, Engineer and Owner will comply with Exhibit B to Task Order, attached to this specific Task Order.

5. ADDITIONS TO OWNER'S RESPONSIBILITIES

- A. Owner shall have those responsibilities set forth in Article 2 of the Main Agreement, and the following supplemental responsibilities that are specific to this Task Order: **N/A**

6. TASK ORDER SCHEDULE

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

Date	Action / Milestone	Comment
3/3/25	NTP	
3/28/25	Study and Report Phase	
4/11/25	Preliminary Design Submittal	Includes Design Surveying and Geotechnical Investigation
4/25/25	City of Schertz Review	
5/23/25	Final Submittal	
6/6/25	City of Schertz Review	
9/1/25	Advertise, Bid, and Award	
12/1/25	Construction	

7. ENGINEER'S COMPENSATION

- A. The terms of payment are set forth in Article 4 of the Main Agreement.
- B. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Total)		
a. Design Surveying & Geotechnical Investigation	\$20,000	Lump Sum
b. Study and Report/Preliminary Design	\$25,000	Lump Sum
c. Final Design	\$27,500	Lump Sum
d. Bidding Phase	\$2,500	Lump Sum
e. Construction Phase	\$10,000	Lump Sum
2. Resident Project Representative Services – N/A	\$0	

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TOTAL COMPENSATION (items 1 and 2)	\$85,000	
3. Additional Services under Section 2.D above	\$TBD	Hourly Rates

*Based on a **3** month continuous construction period.

- C. 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 Subconsultants' 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.

8. ENGINEER'S PRIMARY SUBCONSULTANTS FOR TASK ORDER, AS OF THE EFFECTIVE DATE OF THE TASK ORDER:

- A. **Summit Geomatics – Design Surveying**
- B. **Arias & Associates – Geotechnical Investigation**

9. EXHIBITS AND ATTACHMENTS:

- A. Exhibit A to Task Order—Engineer's Services Under Task Order
- B. Exhibit B to Task Order—Task Order Deliverables Schedule
- C. Exhibit C to Task Order – Exclusions

Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

OWNER:

ENGINEER:

By:

By:

Print Name:

Print Name:

Thomas N. Turk, P.E.

Title:

Title:

Principal

Engineer's License or Firm's #**63124 / F - 21047**
Certificate No. (if required):

State of:

Texas

Task Order.

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DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Name: **Gary Freeland, P.E.**

Title: _____

Title: **Project Manager**

Address: _____

Address: **18830 Forty Six Parkway, Building 2,
Suite B, Spring Branch, Texas 78070**

E-Mail
Address: _____

E-Mail
Address: **gfreeland@freelandturk.com**

Phone: _____

Phone: **(830) 377-4555**

Date: _____

Date: **2/4/25**