

RESOLUTION 25-R-104

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A TASK ORDER WITH UNINTECH CONSULTING ENGINEERS, INC. FOR PRELIMINARY ENGINEERING SERVICES RELATED TO THE PICKRELL PARK AND FM 1518 DRAINAGE IMPROVEMENTS.

WHEREAS, the City staff of the City of Schertz (the “City”) has recommended that the City enter into an agreement for preliminary engineering services for Pickrell Park and FM 1518 drainage improvements; and

WHEREAS, Unintech Consulting Engineers, Inc., (Unintech) is an approved on-call Engineering Firm for the City of Schertz; and

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

WHEREAS, City staff has determined that Unintech is uniquely qualified to provide such services for the City; and

WHEREAS, the City Council has determined that it is in the best interest of the City to approve a task order for Unintech to provide the necessary professional services for the project.

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 a Task Order in substantially the form set forth in Exhibit A with Unintech Consulting Engineers, Inc. for the Pickrell Park and FM 1518 Preliminary Engineering Report for \$41,987 with a not-to-exceed amount of \$50,000.

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resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.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

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

Exhibit A

Task Order with Unitech Consulting Engineers, Inc. for the Pickrell Park and FM 1518
Preliminary Engineering Report

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the specific Agreement between Owner and Engineer, and the controlling Laws and Regulations.

EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition, is published in four parts: (1) the Main Agreement (general provisions governing all Task Orders); (2) the Exhibits to Main Agreement; (3) the Task Order Form (see below); and (4) the Exhibits to Task Order. The Main Agreement contains a Guidelines for Use section that pertains to all four parts of E-505.

**AGREEMENT BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES—
TASK ORDER EDITION**

PART 3 OF 4: TASK ORDER FORM

Prepared by



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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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TASK ORDER NO. 001

This is Task Order No. ____,
consisting of 5 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:	Unintech Consulting Engineers, Inc.
d.	Specific Project (title)	Preliminary Engineering Report – Pickrell Park and FM 1518
e.	Specific Project (description):	Prepare a preliminary Engineering Report for drainage improvement at Pickrell Park and FM 1518 with associated sanitary sewer relocation.
f.	Related Task Orders Supplemented by this Task Order: Superseded by this Task Order:	

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.

Specific Project Title: **Preliminary Engineering Report – Pickrell Park and FM 1518**

Type and Size of Facility: **Drainage**

Description of Improvements:	Prepare a preliminary Engineering Report for drainage improvement at Pickrell Park and FM 1518 with associated sanitary sewer relocation.
Expected Construction Start:	December 2026
Prior Studies, Reports, Plans:	
Facility Location(s):	IH 35 SCHERTZ, TX 78154
Current Specific Project Budget:	TBD
Funding Sources:	TBD
Known Design Standards:	City of Schertz Public Works Design Guide, AASHTO Guide for Design of Pavement Structures 1993 Edition, AWWA,
Known Specific Project Limitations:	
Specific Project Assumptions:	Project to be located on property owned by the City of Schertz, adjacent to TXDOT Right of way,
Other Pertinent Information:	UNINTECH to provide TXDOT coordination on preliminary layout A geotechnical sampling and report will not be required.

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.
- B. 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.
- C. Resident Project Representative (RPR) Services:
 - 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.
- D. 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

Task Order.

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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.

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:
 - 1. **City will provide as-builts an plan of records as they have available for the drainage and sewer in question.**

6. TASK ORDER SCHEDULE

- A. In addition to any schedule provisions provided in Exhibit B or elsewhere, the parties shall meet the following schedule: **Not Applicable**

Date	Action / Milestone	Comment

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		
a. Preliminary Design Phase	\$41,987.00	LUMP SUM
2. Resident Project Representative Services*	N/A	N/A
TOTAL COMPENSATION (items 1 and 2)	\$41,987.00	
3. Additional Services under Section 3.D above	N/A	N/A

*Based on an **0**-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. **N/A**

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 D to Task Order—Duties, Responsibilities, and Limitations of Authority of Resident Project Representative Under Task Order
- D. Exhibit E to Task Order-EJCDC® C-626, Notice of Acceptability of Work (Form)
- E. Other:

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:

By: _____

Print Name: _____

Title: _____

ENGINEER:

By: _____

Print Name: Mark B Hill, PE

Title: Director and Shareholder

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

State of: Texas

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

E-Mail
Address: _____

Phone: _____

Date: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Mark B Hill

Title: Director and Shareholder

Address: 2431 E. Evans Rd

San Antonio, Texas

E-Mail
Address: mhill@unintech.com

Phone: 210-641-6003

Date: 7-23-2025

Task Order.

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