

RESOLUTION 25-R-152

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A TASK ORDER AGREEMENT WITH HALFF ASSOCIATES, INC, FOR INSPECTION SERVICES RELATING TO THE RELOCATION OF UTILITIES FOR THE IH 35NEX PROJECT

WHEREAS, the City staff of the City of Schertz (the “City”) has recommended that the City enter into an agreement for inspection services for the IH 35NEX relocation project; and

WHEREAS, Halff Associates, Inc. is an approved on-call Engineering Firm for the City of Schertz; and

WHEREAS, City staff has determined that Halff 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 Halff to provide the necessary inspection services for the project.

WHEREAS, the City has executed a Standard Utility Agreement (SUA) with TxDOT under Resolution 25-R-024; and

WHEREAS, the project will be initially funded from the Sewer Reserves but will be reimbursed by TxDOT as outlined in the SUA

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 Agreement in substantially the form set forth in Exhibit A with Halff Associates, Inc. for the IH 35NEX Relocation Project for \$323,455 with a not to exceed amount of \$350,000.

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resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.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 Halff Associates for Inspection Services related to the IH 35 NEX Project



April 14, 2025
AVO 57460.001

Eric Schulze, P.E.
Sr. Engineer
City of Schertz Engineering
11 Commerce Place
Schertz, TX 78154
210.619.1840 | eschulze@schertz.com

RE: IH-35 NEX North Water and Wastewater Relocation Construction Services

Dear Mr. Schulze:

We are pleased to present this proposal to provide professional services related to the IH-35 NEX North Water and Wastewater Construction Services. We greatly value our ongoing partnership with the City of Schertz and are grateful for the opportunity to collaborate with you on this project.

Should you require any further information or clarification, please do not hesitate to reach out. We look forward to continuing our successful collaboration on this project!

Sincerely,
HALFF ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Luis A. Cardona". The signature is fluid and cursive.

Luis A. Cardona, P.E. LGPP
Public Works Team Leader

Attachments: E-505 2020 Part 3 Task Order Form and Exhibit A

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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TASK ORDER NO. 2

This is Task Order No. [2], 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:	<u> </u> , 2025
b.	Owner:	City of Schertz
c.	Engineer:	Halff Associates, Inc.
d.	Specific Project (title)	IH-35 NEX North Water and Wastewater Relocation Construction Services
e.	Specific Project (description):	Construction Observations for approximately 23,214 linear feet of water and approximately 2,992 linear feet of wastewater from Schertz Parkway to Country Club Boulevard
f.	Related Task Orders Supplemented by this Task Order: Superseded by this Task Order:	Related Task Order: IH-35 NEX North Water and Wastewater Relocation Design

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.

Task Order.

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Specific Project Title:	IH-35 NEX North Water and Wastewater Relocation Construction Services
Type and Size of Facility:	Construction Observations for 23,214 LF of Water and 2,992 LF of Wastewater relocations
Description of Improvements:	Utility Relocations
Expected Construction Start:	July 2025
Prior Studies, Reports, Plans:	IH-35 NEX North Water and Wastewater Relocation Design
Facility Location(s):	Along IH-35 from Schertz Parkway to Country Club Boulevard
Current Specific Project Budget:	Construction Cost: Water (\$7.4M) and Wastewater (\$2.2M)
Funding Sources:	TxDOT Reimbursement
Known Design Standards:	City of Schertz and TxDOT Design Standards
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.
- 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: **(Does not apply)**
 - 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

Task Order.

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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.

4. DELIVERABLES SCHEDULE

- A. In submitting required Documents and taking other related actions, Engineer and Owner will comply with the schedule below.
 - 1. Water Relocation is assumed to be 18-months.
 - 2. Wastewater Relocations is assumed to be 3-months.

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. The Owner shall provide As-built drawings for public utilities within the ROW, adjacent development plats, and future project utility layouts.

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**

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. Project Startup & Management & Coordination	\$28,345.00	Lump Sum
a. Project Management and Coordination	\$8,080.00	Lump Sum
b. Prepare Monthly Invoices & Progress Reports	\$8,085.00	Lump Sum
c. Project Meetings	\$12,180.00	Lump Sum
2. Wastewater Observation	\$43,650.00	Lump Sum
a. Construction Observation	\$39,150.00	Lump Sum
b. Construction Truck	\$4,500.00	Lump Sum

3. Water Observation	\$251,460.00	Lump Sum
a. Construction Observation	\$224,460.00	Lump Sum
b. Construction Truck	\$27,000.00	Lump Sum
TOTAL COMPENSATION (Items 1-3)	\$323,455.00	Lump Sum

- 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. **(Not Applicable)**

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 **(Schedule provided in Section 4 of this Task Order)**
- C. Exhibit D to Task Order—Duties, Responsibilities, and Limitations of Authority of Resident Project Representative Under Task Order **(Does not apply)**
- D. Exhibit E to Task Order-EJCDC® C-626, Notice of Acceptability of Work (Form) **(Does not apply)**
- 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: Lamberto J. Balli, PE

Title: Vice President/ Director of Public Works

Engineer's License or Firm's F-312

State of: Texas

DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: _____

Title: _____

Address: _____

E-Mail Address: _____

Phone: _____

Date: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: Luis A. Cardona, PE

Title: Public Works Team Leader/Project Manager

Address: 100 NE Loop 410, Suite 701, San Antonio, Texas 78216

E-Mail Address: lcardona@halff.com

Phone: 210-704-1379

Date: April 14, 2025

EXHIBIT A



April 14, 2025 (Revision 2)
AVO 035005.015

Eric N. Schulze, PE
Sr. Engineer
City of Schertz Engineering
11 Commercial Place | Schertz, Texas 78154
210-619-1840 | eschulze@schertz.com

Re: IH 35 NEX North Water and Wastewater Relocations – Construction Observations

Mr. Schulze,

Halff is pleased to submit this scope and fee proposal to perform construction observation services to observe the construction work for progress and quality, and to assist with the primary goal that the work is proceeding in accordance with the approved plans and specifications for the IH-35 NEX North from Schertz Parkway to Country Club Boulevard Sanitary Sewer Relocation, and IH-35 NEX North from Schertz Parkway to Country Club Boulevard Water Relocation.

PROJECT UNDERSTANDING

The project includes the following:

- The project consists of the following utility relocations:

IH-35 NEX North Utility Relocation		
Utility To Be Relocated	From	Length (ft)
Water	Schertz Parkway to Country Club Boulevard	± 23,214
Wastewater	Schertz Parkway to Country Club Boulevard	± 2,992

- Halff will serve as the City of Schertz (Owner) project field representative and report on observed field condition and coordinate materials and lab testing with contractors testing lab for quality control.

CONSTRUCTION OBSERVATION SERVICES

Halff will perform construction observation services to observe the construction work for progress and quality, and to assist with the primary goal that the work is proceeding in accordance with the approved plans and specifications. Specifically, Halff's scope includes:

a. General

- Halff will provide a representative for construction observation services for the project.
- Halff Representative (HR) will perform site visits for an average estimated on-site time of 20 hours per week (3 to 5 visits per week) unless the contractor is not working, or weather prohibits construction.



- Others are responsible for the preparation of the contract and construction documents.
- HR shall have the authority to stop the contractor's work at any time.
- b. Conferences and Meetings**
 - HR will attend meetings with the Contractor. Meetings include:
 - i. Progress Meetings
 - ii. Job Conferences
 - iii. Project related meetings directed to attend by the Owner.
 - The HR, the contractor, and the City's Public Works Director are anticipated to attend these meetings.
- c. Communications**
 - HR will serve as the Owner's liaison with the Contractor. The HR will work with the contractor's authorized representative or designee and assist in providing information regarding the provisions and intent of the Contract Documents.
 - HR will assist in serving as Owner's Liaison with the Contractor when Contractor's operations affect the Owner's on-site operations.
 - HR will obtain from the Owner additional details or information, when observing relative to construction is in accordance with plans and specifications.
 - HR will report when clarifications and interpretations of the Contract Documents are needed. HR will transmit to Contractor any clarifications and interpretations issued.
- d. Modifications and Deviations from Contract**
 - Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report such suggestions.
 - Deviations from the Contract Documents will be pointed out by HR to the contractor, EOR and Owner and will be noted in the HR's inspection report. These issues shall be logged and tracked for progress.
 - The HR will continue to monitor deviation until the deviation is addressed and resolved. In the event the Contractor fails to address the deviation in a timely manner, the HR shall notify the Owner.
 - HR, with Owner approval, may authorize minor variations in the work which do not involve an adjustment in the Contractor's contract price nor time for construction and are consistent with the intent of the contract documents. These minor variations shall be thoroughly noted and documented by the HR.
 - Report to Owner whenever the HR believes that any part of the Contractor's work in progress is defective, will not produce a completed Project that generally conforms to the Contract Documents, or will imperil the integrity of the design concept of the completed project as functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Owner of that part of work in progress that HR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- e. Record Keeping and Reporting**
 - Prepare a weekly report, recording observed Contractor's and Subcontractors presence at the site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions. Site visitors, deliveries of equipment or materials, known weekly activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to EOR and Owner.



- Maintain records for use in preparing Project Documentation.
- Furnish to EOR and Owner periodic reports as required of progress of the work and of Contractor's compliance with the Progress Schedule and schedule of shop drawings and Sample submittals.
- Draft and recommend to EOR proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor. Immediately notify EOR and Owner of the occurrence of Site incidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.
- Maintain progress photos/videos of contractor's work. Photos shall focus on subsurface work, areas in which problems are encountered, contractor's nonconformance, and other critical areas and items as encountered.

f. Contractor Pay Applications

- EOR to review the application for payment with the Contractor for compliance with the schedule of quantities, work completed, materials and equipment delivered at the project site, but not incorporated in the work and recommend approval or report any observed discrepancies to the EOR and Owner.

MISCELLANEOUS

Miscellaneous services not provided for herein and not generally associated with a project of this type will be paid for under an amendment to this Agreement and for an additional fee. Additional Services, not included in the Scope of Services, will be negotiated with the City as needed and will be determined prior to beginning such additional service. Fees for services will be billed monthly, based on number of hours worked.

The following are assumption used in the fee proposal for these services:

- a. Water relocation duration of 18 months
- b. Wastewater relocation duration of 3 months
- c. No overtime, holidays, or weekend hours.
- d. After hour observations will be on an as needed basis (shutoffs, tie-ins, etc.)
- e. Travel time to and from the site is billable (unless inspector is being utilized full-time)
- f. Inspector can bill coordination time with the City, Contractor, Material Testing Lab, etc.
- g. Halff will not conduct any material testing.

DELIVERABLES

- Site observation reports for documentation of inspection activities and construction work activities provided weekly.

ITEMS EXCLUDED FROM SCOPE OF SERVICES

- Construction materials testing – Halff will not conduct any material testing.
- Consultant shall not at any time direct, control, or have any authority over any Contractor's work without prior authorization from Owner, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, or the safety precautions and programs incident thereto, for security or safety



at the project site, nor for any failure of a Contractor to comply with laws and regulations applicable to such Contractor's furnishing and performing of its work.

- Acquiring Right of Entries
- Coordination with applicable known utility companies prior, during, or after construction.
- Design of any kind.
- Geotechnical services during construction, including geotechnical borings, materials testing, compaction testing or sieve analysis of any kind.
- Permit Fees, review fees or impact fees.

Halff's Representative shall not:

- Authorize any deviation from the Contract Documents or substitutions of materials or equipment (including "or-equal" items).
- Exceed Limitations of Engineer's authority as set forth in the Contract Documents.
- Undertake any of the responsibilities of Contractor, Subcontractors, or suppliers.
- Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
- Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Owner.
- Accept Shop Drawings or Sample submittals from anyone other than Contractor.
- Authorize Owner to occupy the Project in whole or in part.

Any additional services required beyond those specifically identified in this proposal are beyond the scope of services to be provided. Additional services, if requested, will be separately identified, and negotiated and such additional scope and commensurate fee will be authorized under a supplemental agreement to this proposal/contract.

FEE AND SCHEDULE

Fees are on a Cost-Plus Max basis and will be billed monthly at the approved hourly rates based on time spent on the project. Amount will not be exceeded without authorization from the City. Direct costs (mileage, etc.) are included in this fee and are charged at actual invoice cost times a multiplier of 1.1. The billing rates are inclusive of mileage and will be the actual rates shown on invoice.

The estimated fee for construction observation services under this agreement will be for a Lump Sum fee of **\$323,455.00** and will not be exceeded without prior approval from the City of Schertz.

Basic Services

A. Project Management and Coordination	\$ 28,345.00
B. Wastewater Construction Observations	\$ 43,650.00
C. <u>Water Construction Observations</u>	<u>\$ 251,460.00</u>
Total Basic Services	\$ 323,455.00

GRAND TOTAL	\$ 323,455.00
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Assumptions:

- 18-month water relocation project duration.
- 3-month wastewater relocation project duration.
- 3 – 5 site visits per week (20 hours per week for 21 months).
- Truck rate shown on estimate included
- Travel time is billable portal to portal
- Inspector can bill coordination time with contractor, testing lab, city, etc.
- No testing to be provided by Halff
- No overtime

We appreciate this opportunity to work with you on this project. If you have any questions or need additional information, please feel free to contact me by phone at (210) 798-1895 or email at lcardona@halff.com.

Sincerely,

Luis A. Cardona, P.E., LGPP
Public Works Team Leader / Project Manager

APPROVED:

This work will be performed in accordance with the “Agreement For Professional Engineering Services” entered into by the City of Schertz and Halff Associates, Inc. dated October 17, 2019. This will be considered supplemental services to Task Order No.15 under this contract. It is understood and agreed that by signing this proposal you agree with the above scope and fee. If the scope and/or fee is not acceptable, please notify us immediately.

By: _____

Print Name Signature

Title: _____

Date: _____

EXHIBIT B - FEE SCHEDULE

IH35_NEX_Utility_Relocations Construction Services - City of Schertz Estimated Level of Effort

POSITION DESCRIPTION	No. Sheets	Sr. Project Manager/QAQC	Project Manager/Sr. Engineer	Mid Project Engineer	Engineer EIT	Sr. Construction Inspector	Admin Assistant	Construction Truck (mo)	Total Labor hrs.	Cost
BILLABLE LABOR RATES		\$290.00	\$235.00	\$195.00	\$160.00	\$145.00	\$95.00	\$1,500.00		
		Hour	Hour	Hour	Hour	Hour	Hour	Month		
PHASE 1										
PROJECT STARTUP & MANAGEMENT & COORDINATION										
a) Project Management and Coordination (21 months construction)		20					24		44	\$8,080.00
b) Prepare Monthly Invoices and Progress Reports (Assumes 21 Invoices)		21					21		42	\$8,085.00
c) Project Meetings (Assumes 20 meetings)		21				42			63	\$12,180.00
Total Hours		62	0	0	0	42	45	0	149	
SUMMARY										
HOURS SUB-TOTALS		62	0	0	0	42	45	0	149	-
BILLABLE RATE		\$290.00	\$235.00	\$195.00	\$160.00	\$145.00	\$95.00	\$1,500.00		-
TOTAL - PHASE 1		\$17,980.00	\$0.00	\$0.00	\$0.00	\$6,090.00	\$4,275.00	\$0.00		\$28,345.00
PHASE 2										
WASTEWATER OBSERVATION										
TASK 1 Construction Observation (Assumes 3 months Construction)		15				240		3.00	255	\$39,153.00
TASK 2									0	\$0.00
TASK 3									0	\$0.00
Total Hours		15	0	0	0	240	0	3	255	
SUMMARY										
HOURS SUB-TOTALS		15	0	0	0	240	0	3	255	-
BILLABLE RATE PER		\$290.00	\$235.00	\$195.00	\$160.00	\$145.00	\$95.00	\$1,500.00		-
TOTAL - PHASE 2		\$4,350.00	\$0.00	\$0.00	\$0.00	\$34,800.00	\$0.00	\$4,500.00		\$43,650.00
PHASE 3										
WATER										
TASK 1 Construction Observation (Assumes 18 months Construction)		54				1440		18	1494	\$224,478.00
									0	\$0.00
									0	\$0.00
Total Hours		54	0	0	0	1440	0	18	1494	
SUMMARY										
HOURS SUB-TOTALS		54	0	0	0	1440	0	18	1494	-
BILLABLE RATE		\$290.00	\$235.00	\$195.00	\$160.00	\$145.00	\$95.00	\$1,500.00		-
TOTAL - PHASE 3		\$15,660.00	\$0.00	\$0.00	\$0.00	\$208,800.00	\$0.00	\$27,000.00		\$251,460.00
TOTAL PROJECT SUMMARY										
HOURS SUB-TOTALS		131	0	0	0	1722	45	21	1898	\$323,455.00
BILLABLE RATE		\$290.00	\$235.00	\$195.00	\$160.00	\$145.00	\$95.00	\$1,500.00	1898	
TOTAL PROJECT SUMMARY		\$37,990.00	\$0.00	\$0.00	\$0.00	\$249,690.00	\$4,275.00	\$31,500.00		\$323,455.00