

STANDARD UTILITY AGREEMENT SUPPLEMENTAL AGREEMENT NO. 1 TO U-15128

District: San Antonio
Federal Project No.: NH 1702(845)/NH 1702(844)
ROW CSJ: 0072-06-080, 0072-06-078
Proposed Highway Project Letting Date: March 2018

County: Kendall
Highway: IH 10
From: SH 46
To: Scenic Loop Rd.

THIS SUPPLEMENTAL AGREEMENT by and between the State of Texas ("**State**") and City of Boerne - Gas ("**Utility**") shall be effective upon the date of acceptance and execution by and on behalf of the **State**.

WHEREAS, the **State** and **Utility** executed a Standard Utility Agreement on January 25, 2018 concerning the adjustment, relocation or removal of certain of **Utility's** facilities;

WHEREAS, said Standard Utility Agreement limits the required scope of work and/or the amount of eligible reimbursement;

WHEREAS, due to newly discovered information by the **Utility** deemed sufficient by the **State**, the **State** and **Utility** agree that supplementation to the Standard Utility Agreement is necessary; and

WHEREAS, the statement of work contained in the Standard Utility Agreement shall be supplemented to include: City Administration costs, 3rd party testing, material & labor for City tie-ins, which is more specifically shown in **Utility's** plans, specifications, estimated costs and schedule which are attached to this supplemental agreement as Attachment "A".

NOW, THEREFORE, BE IT AGREED:

The statement of work contained in the Standard Utility Agreement is supplemented to include the additional adjustment, relocation or removal found in Attachment "A".

The estimated cost of the adjustment, relocation or removal is increased/decreased to a total of \$482,163.05. The parties agree that the approval of estimated costs in no way indicates the eligibility of said costs for reimbursement.

All conditions and agreements contained in the Standard Utility Agreement except those specifically included in this document remain in effect.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

Initial Date
TxDOT

Initial Date
Utility

UTILITY

Utility: City of Boerne - Gas

By: _____

Title: _____

Date: _____

EXECUTION RECOMMENDED:

Director of TP&D (or designee), San Antonio
District

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
District Engineer (or designee)

Date: _____

Initial Date
TxDOT

Initial Date
Utility

JOINT BID COST (PAID BY TXDOT THROUGH HIGHWAY CONTRACT)				
DESCRIPTION	QTY	PRICE	UNIT	COST
NGP MAIN (6" DIA. PE 2406/2708 DR 11)	2,452	\$ 104.35	FT	\$ 255,866.20
NGP CASING (10" DIA. STL GR B)**	83	\$ 327.52	FT	\$ 27,184.16
NGP SLEEVE (8" DIA. PVC SCH 40)	422	\$ 11.86	FT	\$ 5,004.92
NGP SLEEVE (8" PE 2406/2078 DR 11)	367	\$ 12.67	FT	\$ 4,649.89
GAS ELL (6" DIA.)	39	\$ 28.50	EA	\$ 1,111.50
GAS CAP (6" DIA.)	1	\$ 21.03	EA	\$ 21.03
GAS TEE (6" DIA. X 6" DIA.)	2	\$ 36.87	EA	\$ 73.74
GAS VALVE (6" DIA.)	6	\$ 627.18	EA	\$ 3,763.08
GAS VALVE BOX ADJUSTMENT	6	\$ 1,437.50	FT	\$ 8,625.00
GAS TEST STATION ADJUSTMENT	6	\$ 1,437.50	FT	\$ 8,625.00
CONSTRUCTION AND MATERIALS SUBTOTAL				\$ 314,924.52
TAX (0.0%)				\$ -
FREIGHT (0.0%)				\$ -
CONSTRUCTION AND MATERIALS TOTAL				\$ 314,924.52

All steel material to be purchased from a domestic manufacturer per the Buy America clause.

ENGINEERING COST BY HALFF TRITEX (PAID BY COB & TO BE SUBMITTED TO TXDOT FOR REIMBURSEMENT)				
DESCRIPTION	QTY	PRICE	UNIT	COST
CONTRACT ENGINEERING - Project Manager	61	\$ 216.78	HR	\$ 13,223.58
CONTRACT ENGINEERING - Sr. Project Engineer	110	\$ 177.35	HR	\$ 19,508.50
CONTRACT ENGINEERING - Design Engineer	87	\$ 123.24	HR	\$ 10,721.88
CONTRACT ENGINEERING - Sr. Engineer Tech	245	\$ 111.22	HR	\$ 27,248.90
CONTRACT ENGINEERING - CAD Technician	367	\$ 93.18	HR	\$ 34,197.06
CONTRACT ENGINEERING - SUE/Test Hole	17	\$ 1,300.00	EA	\$ 22,100.00
ENGINEERING TOTAL				\$ 126,999.92
TAX (0.0%)				\$ -
ENGINEERING TOTAL				\$ 126,999.92

ADMIN COST FOR COB (TO BE SUBMITTED TO TXDOT FOR REIMBURSEMENT)				
DESCRIPTION	QTY	PRICE	UNIT	COST
CITY SERVICES - City Engineer	36	\$ 74.00	HR	\$ 2,664.00
CITY SERVICES - Operations Admin	20	\$ 67.00	HR	\$ 1,340.00
CITY SERVICES - Sr. Const. Insp.	49	\$ 56.00	HR	\$ 2,744.00
CITY SERVICES - Project Admin	7	\$ 43.00	HR	\$ 301.00
ADMIN TOTAL				\$ 7,049.00
TAX (0.0%)				\$ -
ADMIN COST TOTAL				\$ 7,049.00

CONSTRUCTION PHASE SPECIAL SERVICES (PAID BY COB & TO BE SUBMITTED TO TXDOT FOR REIMBURSEMENT)				
DESCRIPTION	QTY	PRICE	UNIT	COST
3RD PARTY - Contracted Lab Services ⁽¹⁾	1	\$ 23,935.00	EA	\$ 23,935.00
CITY OF BOERNE - Gas Department Install ⁽¹⁾⁽²⁾	1	\$ 9,254.61	EA	\$ 9,254.61
ADMIN TOTAL				\$ 33,189.61
TAX (0.0%)				\$ -
ADMIN COST TOTAL				\$ 33,189.61

(1) Detailed Cost Breakdown Attached

(2) City of Boerne will perform tie-in to existing mains

TOTAL REIMBURSABLE COSTS \$ 167,238.53

TOTAL PROJECT COSTS \$ 482,163.05

SPECIAL SERVICE WORKSHEET

Date	July 12, 2018	Total Charges	\$9,254.61
Address	IH 10		
Account Number			
Customer	TxDOT		
Type of Service Completed:	Estimate for Gas Main Tie-Ins and Purge		

Materials Used / Actual Cost	Units	Cost/Unit	Total
Coupling Electrofusion Sz: 6"	23	60.63	\$1,394.49
			\$0.00
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			\$0.00
			\$0.00
	Total Material Cost		\$1,394.49

EQUIPMENT COST	Hours	Cost/Hr.			Total
3/4 TON TRUCK	68	9.67			\$657.56
					\$0.00
					\$0.00
					\$0.00
	Total Equipment Cost				\$657.56

	Hours	Wage/Hr.	OT Hours	Wage/Hr.	Total
Crew Chief	68.00	41.43			\$2,817.24
Service Worker #3	68.00	23.48			\$1,596.64
Service Worker #1	68.00	20.76			\$1,411.68
Service Worker #1	68.00	20.25			\$1,377.00
					\$0.00
					\$0.00
					\$0.00
	Total Labor Cost				\$7,202.56

Proposal No. PSD18-070-00
June 13, 2018

Mr. Ryan Bass
Capital Projects Administrator
City of Boerne
402 East Blanco Road
Boerne, TX 78006

RE: Construction Materials Observation and Testing Services
I-10 Gas Relocation
Boerne, Texas

Dear Mr. Bass:

Thank you for selecting Raba Kistner Consultants, Inc. (RKCI) as your Construction Materials Testing Company on the I-10 Gas Relocation project located in Boerne, Texas.

Our opinion of probable cost of service for this project is \$23,935.00.

Our proposed scope of services and estimated item quantities are based upon our interpretation of the project plans, specifications. The scope and quantity of services provided will be dependent upon services actually required by you or your representatives. Charges will be assessed only for actual services rendered. All services authorized are requested by you or your representatives in excess of the quantities of observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show a computerized composite total of services rendered for each service category.

Invoices will be submitted monthly for work in progress in our standard format. All parties hereby agree that this contract upon acceptance will be performable in Kendall County, Texas. In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by Raba Kistner Consultants, Inc.

We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project, which will be carried out in accordance with this letter and the following attachments:

<u>Attachment</u>	<u>Description</u>
I	Standard Terms and Conditions
II	Schedule of Fees

Please return one signed copy of this letter contract to provide written authorization for our firm to complete work on the services outlined herein. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037

Very truly yours,

RABA KISTNER CONSULTANTS, INC.

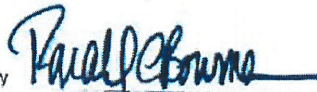

Preston S. Parker, P.E., PMP
Vice President

PSP/dgp

Attachments

Copies submitted: Above (1)

Accepted By


(Signature)

Ronald C. Bowman
(Typed or Printed Name)

City Manager
(Title)

Date

7/5/18

Proposal No. PSD18-070-00
June 13, 2018

ATTACHMENT II

**Proposed Materials and Observation Services for
I-10 Gas Relocation
Boerne, Texas**

Basic Charges

1. A vehicle travel charge will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office. The charges for travel from our office to the project site and return to our office will be as follows:

Travel Time (Round Trip)	1.00 Hour
Vehicle Travel Charge	\$ 35.00 Trip

2. Service charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.
3. Any engineering and/or technical services provided on Saturday, Sunday, Holidays and all work performed outside of "normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate multiplier of 1.4 times the hourly rate. Our total cost of services is based upon the assumption most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.
4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site. Overtime charges will be assessed after eight (8) continuous hours of services rendered during "normal" work hours.
5. Minimum 2.0 hours billed per visit to project site.
6. RKCI will utilize the on-site Initial field curing facilities provided by the contractor. The cost of providing and maintaining these Initial curing facilities is not included in our proposal.

Proposal No. PSD18-070-00
June 13, 2018

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Service	Unit Rate	Quantity	Total
Earthwork:			
1. Moisture-Density Relationship (Proctor)	\$ 291.00/ea	8	\$ 2,328.00
2. Atterberg Limits Determination (P.I.)	97.00/ea	8	776.00
3. Sieve Analysis, Shrinkage Limit, pH	97.00/ea	8	776.00
4. Nuclear Density Gauge	35.00/trip	65	2,275.00
5. Technician Time-Density Testing	55.00/hr	200	11,000.00
6. Vehicle Travel Charge	35.00/trip	70	2,450.00
Sub-Total			\$ 19,605.00
Concrete/Flowable Fill:			
1. Concrete Compressive Strength Tests	\$ 22.00/ea	40	\$ 880.00
2. Technician Time-Cylinder Casting and Pick-Up Specimen(s)	55.00/hr	50	2,750.00
3. Vehicle Travel Charge	35.00/trip	20	700.00
Sub-Total			\$ 4,330.00
Estimated Total Cost of Services			\$ 23,935.00

RESOLUTION NO. 2017-R34

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
AND MANAGE A PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF BOERNE AND HALFF TRITEX, INC. FOR DESIGN AND
CONSTRUCTION SERVICES OF THE INTERSTATE HIGHWAY 10
NATURAL GAS UTILITY RELOCATIONS**

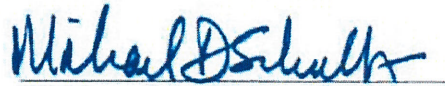
WHEREAS, the City of Boerne finds it necessary to enter into and manage an agreement for design and construction services of natural gas utility relocations associated with TxDOT's IH 10 Frontage Road widening project.

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

that the City Council hereby authorizes the City Manager to enter and manage an agreement with Halff TriTex, Inc. for design and construction services of the Interstate Highway 10 natural gas utility relocations not to exceed \$102,654.00.


PASSED and APPROVED on this the 25th day of April, 2017.

APPROVED:



Mayor

ATTEST:



City Secretary



APPROVED:

Engineer: **HALFF TRITEX, INC.**

Signature:

A handwritten signature in blue ink that reads "Jared Canuteson".

Name: Jared Canuteson, P.E.

Title: Vice-President

Date: 4/18/17

APPROVED: CITY OF BOERNE, TEXAS

Client: _____

Signature: A handwritten signature in blue ink that reads "Ronald C. Bowman".

Name: Ronald C. Bowman

Title: City Manager

Date: 4/30/17

Cc: Ryan Lewis, PE – SUE/Utility Team Leader, Halff Associates, Inc.
Jared Canuteson, PE – Vice President, Halff TriTex, Inc



April 18, 2017

City of Boerne
402 E. Blanco
Boerne, Texas 78006

Attention: Mr. Michael Mann, P.E., Public Works Director
Email: mmann@cit.boerne.tx.us

**RE: Interstate Highway 10 Gas Relocations
(Texas Dept. of Transportation - CSJ 0072-06-075, 076)**

Dear Mr. Mann:

Halff TriTex, Inc. (Halff TriTex) is pleased to present our proposal for professional services required for the above referenced project. This proposal is prepared for an approximate 3.1 mile stretch of Interstate Highway 10 located in Boerne County, Texas.

The scope of services includes necessary engineering, subsurface utility exploration, and construction phase services necessary for completion of the gas utility relocations affiliated with the IH-10 roadway project being conducted by the Texas Department of Transportation (TxDOT). We have developed the attached scope of work and fee schedule for the proposed project. The following attachments are included with the Proposal:

Exhibit "A" Proposed Scope of Services
Attachment "A" Preliminary Conflict Analysis
Attachment "B" Schedule of Fees
Exhibit "B" Standard Agreement

The scope of services for this utility relocation project was developed from a request provided to Halff on March 24, 2017 as part of utility coordination meeting for the IH-10 highway project. That request specified certain measures that were to be included within the scope of services, specifically a time and materials proposal.

We trust this proposal meets your requirements for this project. We appreciate the opportunity to be of service and trust that our association on this project will be mutually beneficial. We are available to meet with you to discuss this scope and answer any questions you may have. Feel free to contact me at 214-346-6200.

It is the intent of the Parties to this Agreement that Engineer's services under this Agreement shall not subject Engineer's individual employees, officers or directors to any personal legal exposure for claims and risks associated with the services performed or performable under this Agreement.

HALFF ASSOCIATES, INC.

9500 AMBERGLEN BLVD. BUILDING F SUITE 105
AUSTIN, TX 78759

TEL: (512) 777-4600
FAX: (512) 252-5347

WWW.HALFF.COM

Exhibit "A"
Scope of Services
For
IH-10 Gas Utility Relocates
City of Boerne

PROJECT DESCRIPTION

Currently the Texas Department of Transportation (TxDOT) has contracted with Halff Associates (Halff) for design services associated with IH-10 roadway improvements from SH46 to Scenic Loop Drive (CSJ 0072-06-075, 076). This project includes frontage road additions, driveway and access point adjustments, as well as interchange and ramp modifications. The City of Boerne (City) has requested a proposal from Halff TriTex for the design of all natural gas utilities in conflict with the proposed IH-10 roadway improvements. Halff is contracted with TxDOT to perform subsurface utility exploration (SUE) for the I-10 roadway project and has preliminarily identified all City of Boerne utilities which are in conflict.

PROJECT ASSUMPTIONS

- Contract for utility relocations will be between Halff TriTex and the City of Boerne
- The IH-10 roadway project is interstate, therefore the City will be reimbursed 100% by TxDOT for costs associated with the required utility relocations
- The roadway improvements are planned to be let for bidding in December 2017
- Utility conflict mitigation limits for the City of Boerne are SH46 to Scenic Loop Drive
- Utility relocation PS&E will be prepared and included as part of the TxDOT IH-10 project. TxDOT online utility review of the relocation plans is not included with this scope of services. If online submittal and review of the plans will be required by TxDOT, a supplemental service agreement will be executed.

PHASE 1 – Project Management and Coordination

- a) Engineer will manage the design team schedule and budgets, including sub-consultants, and maintain project records contracts in accordance with the agreement.
- b) Engineer will prepare monthly invoices in a format acceptable to the city along with a progress report of activities accomplished during the period.
- c) Attend up to two (2) coordination meetings at the city offices with city staff

Deliverables – Monthly Progress Reports, Meeting Minutes

PHASE 2 – Data Collection and Review

Task 1 – Data Acquisition

Halff TriTex will review existing record drawing and existing easement information obtained from the City including but not limited to:

- a) As-built records for all available City water, wastewater and gas utilities within the area of study.
- b) Existing plat and separate instrument easement documents recorded with the City of Boerne and Kendall Counties.
- c) Pending development plans with anticipated connections or easement dedications to the City of Boerne.

Task 2 – Subsurface Utility Engineering and Utility Coordination

- a) Provide up to fifteen (15) SUE quality level 'A' test holes at locations of potential conflict as identified through the preliminary conflict analysis process for IH-10. A copy of these identified locations is included as Attachment "A" to this proposal.
- b) Perform conflict analysis with proposed improvements
- c) Attend up to two (2) utility coordination meetings on behalf of the City as part of the associated TxDOT IH-10 roadway improvement project.

Deliverables –SUE test hole data sheets, Conflict analysis spreadsheet, meeting minutes

PHASE 3 – Preliminary Design

- a) Based upon the information from Phase 2, Tasks 1 & 2, Halff TriTex will investigate possible design alternatives for each identified conflict.
- b) Halff TriTex will include a preliminary Engineer's Opinion of Probable Construction cost for the identified conflicts and mitigation.
- c) Halff TriTex will present the mitigation alternatives to the City of Boerne for review and direction on how to proceed with formal utility relocation design.

PHASE 4 – Utility Design – Based on direction from City as a result of Task 3, Halff TriTex shall develop plans, specifications, and estimate (PS&E) to be incorporated into construction documents for use in bidding and constructing of the TxDOT initiated IH-10 project. Plans will be prepared and submitted to the City of Boerne and TxDOT to coincide with the 60%, 95%, and Bid phase submittals. The final design will consist of the following tasks and is based on the assumptions below:

- Utility design will in accordance with the following manuals and standards:
 - City of Boerne Utility requirements, Codes and Ordinances, and Standard Construction Details
 - Texas Commission on Environmental Quality (TCEQ)
- Utility relocation design will be submitted for review and approval by TxDOT
- TxDOT approved utility relocation design will be incorporated into the I-10 construction drawings

Task 1 - 60% PS&E Documents

- 1. The 60% PS&E construction plan set shall consist of the following:
 - a) Utility general notes

- b) Demo and Removal plan
 - c) Construction traffic control plan
 - d) Gas plan/profile sheets
 - e) Erosion control plans
 - f) Standard and project specific details
 - g) Detail sheets
2. Prepare draft technical specifications for the gas utility relocations for the IH-10 project. City of Boerne specifications to supplement TxDOT general conditions.
 3. Prepare a 60 percent opinion of probable construction costs (OPCC)

Task 2 - 95 % and Bid Set PS&E Documents

1. The 95% PS&E construction plan shall consist of the following:
 - a) Incorporate City of Boerne and TxDOT review comments on the 60 percent submittal.
 - b) Prepare any additional sheets required that were not included in the 60% submittal phase.
 - c) Revise technical specifications for the gas utility relocations associated with the IH-10 project. City of Boerne specifications to supplement TxDOT general conditions.
 - d) Prepare a 95 percent opinion of probable construction costs (OPCC)

Task 3- Bid Construction Documents

- a) Incorporate City of Boerne and TxDOT review comments on the 95% submittal.
- b) Finalize, seal, and incorporate the utility relocation plans into the IH-10 project bid construction document package.

Deliverables –60%, 95%, and bid construction submittals of plans, specifications and opinion of probable construction cost

PHASE 5 – Construction Phase Services

These services are intended to assist the City in administering the contract for construction, monitoring the performance of the construction Contractor, verifying that Contractor's work is in substantial compliance with the contract documents, and assisting the City in responding to the events that occur during construction. Administration Services as defined below.

Task 1 – Submittals

Review of Shop Drawings, Samples and Submittals - Halff TriTex will review and approve all submittals for utility relocation of the Contractor's shop drawings, samples and other submittals for conformance with the design concept and general agreement of the contract. Halff TriTex will log and track all shop drawings, samples and submittals. Halff shall coordinate with City of Boerne for quality control.

Task 2 - Requests for Information (RFI)

Halff TriTex will review the Contractor's requests for information or clarification of the contract for construction. Halff TriTex will coordinate and issue responses to requests to Contractor. Halff will log and track the Contractor's requests. Five (5) RFI's are assumed as part of this proposal.

Task 3- Review of Contractor's Requested Changes

Halff TriTex shall review all Contractor-requested changes to the contract for construction. Halff TriTex will make recommendations to City regarding the acceptability of the Contractor's request and, upon approval of the City, assist in negotiations of the requested change. Upon agreement and approval, Halff TriTex shall prepare and submit supporting change order documents and plan revisions.

Task 5- Status Meetings and Site Visits

Halff TriTex shall assume three (3) construction status meetings and visit site to observe progress. Site visits will be performed on the same day that status meeting is attended.

Task 6 -Completion of Record Documents

Halff TriTex shall prepare construction Record Documents based on information received from the Construction Contractor within thirty (30) days of substantial completion of construction and provide one (1) set of paper hard copy reproducible and one (1) electronic set of record drawings and documents to the City of Boerne. These record documents are a compilation of the sealed engineering drawings for the IH-10 utility relocation project, modified by addenda and change orders, and information furnished by the contractor. Information shown in the record documents provided by the contractor, or others not associated with the design engineer, cannot be verified for accuracy or completeness..

ITEMS EXCLUDED FROM SCOPE OF SERVICES

1. Archeological survey and/or historic structure survey, including application for an Antiquities Permit, preparation of a historic research design, performing cultural resources reconnaissance or intensive surveys, evaluation of any resources for eligibility for listing in the NRHP, evaluation of effects on NRHP-eligible or NRHP-listed sites, or development of mitigation plans
2. USFWS and TPWD coordination/consultation
3. Field surveys for federal and state-listed threatened and endangered species.
4. Phase I Environmental Site Assessment
5. Design of public and franchised utility adjustments that are not noted in the above scope
6. Analyzing or simulating water supply networks
7. Storm Water Pollution Prevention Plan (SWPPP)
8. Property acquisition or negotiations
9. Filing fees, permit fees, and license fees
10. Coordination with individual property owners
11. Drafting any City Council agenda items, exhibits, ordinances, resolutions or attendance of council meetings.
12. Engineers certificates. The Engineer shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the judgment of the Engineer, increase the Engineer's risk or the availability or cost of his professional or general liability insurance.

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.

Payment Terms

Payment for services is on a time and materials basis, not to exceed the total amount listed below. This amount shall be payable by the City pursuant to the rate schedule listed below. Reimbursable expenses will be billed at cost plus 10%.

Job Title	Hourly Rate
Project Manager/Sr QC	\$216.78
Senior Project Engineer (PE)	\$177.35
Project Engineer (PE)	\$145.78
Design Engineer (PE)	\$123.24
Sr. Engineer Tech.	\$111.22
Engineer in Training I	\$96.19
Sr. CADD/GIS Tech	\$93.18
CADD/GIS Tech I	\$75.15
Survey Manager (RPLS)	\$159.54
Surveyor (RPLS)	\$150.29
SUE Manager	\$159.31
Sr. Survey/SUE Tech	\$105.30
Survey/SUE Tech	\$84.16
SUE Test Hole (each)	\$1,300
Administrative Assistant	\$66.13

Schedule of Payment for each phase:

PHASE 1 – Project Management and Coordination

Task 1 – Project Management.....	\$6,222.00
SUB-TOTAL PHASE 1 FEE (including direct expenses).....	\$6,222.00

PHASE 2 – Data

Task 1 – Data Collection and Review.....	\$1,689.00
Task 2 – Subsurface Utility Engineering and Utility Coordination.....	\$20,390.00
SUB-TOTAL PHASE 2 FEE (including direct expenses).....	\$22,079.00

PHASE 3 – Preliminary Design

Task 1 – Preliminary Design.....	\$6,995.00
SUB-TOTAL PHASE 3 FEE (including direct expenses).....	\$6,995.00

PHASE 4 – Utility Design

Task 1 – 60% PS&E Documents.....	\$29,206.00
Task 2 – 95% PS&E Documents.....	\$15,746.00
Task 3 – Bid Construction Documents.....	\$11,881.00
SUB-TOTAL PHASE 4 FEE (including direct expenses).....	\$56,833.00

PHASE 5 – Construction Phase Services

Task 1 - Submittals.....	\$3,198.00
Task 2 – Request for Information.....	\$3,198.00
Task 3 – Review of Contractors Requested Changes.....	\$3,277.00
Task 4 – Status Meetings and Site Visits.....	\$3,069.00
Task 5 – Record Drawings.....	\$11,213.00
SUB-TOTAL PHASE 5 FEE (including direct expenses).....	\$23,956.00 \$23,955.00 X

FEE SUMMARY

SUB-TOTAL PHASE 1	\$6,222.00	
SUB-TOTAL PHASE 2	\$22,079.00	
SUB-TOTAL PHASE 3	\$6,995.00	
SUB-TOTAL PHASE 4	\$56,833.00	
SUB-TOTAL PHASE 5	\$23,956.00	\$23,955.00 ✓
 TOTAL FOR PHASES 1-5 (including direct expenses).....	 \$102,654.00	 \$116,084.00 ✓

RESOLUTION NO. 2017-R121

**A RESOLUTION AUTHORIZING SUPPLEMENT NUMBER ONE TO THE
AGREEMENT BETWEEN THE CITY OF BOERNE AND HALFF TRITEX,
INC. FOR THE DESIGN AND CONSTRUCTION SERVICES OF THE
INTERSTATE HIGHWAY 10 GAS RELOCATIONS**

WHEREAS, the City of Boerne finds it necessary to authorize an increase in the scope and fees on the existing agreement for design and construction services of the gas relocation project associated with TxDOT's IH 10 Frontage Road widening project.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
BOERNE, TEXAS:**

that the City Council hereby authorizes supplement number one to the agreement with Halff Tritex, Inc. for additional design scope and fees for the Interstate Highway 10 gas relocation not to exceed \$24,346.00.

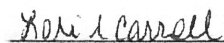
PASSED and APPROVED on this the 28th day of November, 2017.

APPROVED:



Mayor

ATTEST:



City Secretary



November 16, 2017

City of Boerne
402 E. Blanco
Boerne, Texas 78006

Attention: Mr. Michael Mann, P.E., Public Works Director
Email: mmann@cit.boerne.tx.us

**RE: Interstate Highway 10 Gas Relocation Supplement
(Texas Dept. of Transportation - CSJ 0072-06-075, 076)
(City of Boerne Resolution No. 2017-R34)**

Dear Mr. Mann:

On April 25, 2017 the City of Boerne (City) and Halff TriTex, Inc. (Halff TriTex) entered into a design agreement (Res. No. 2017-R34) for gas utility relocations associated with the Texas Dept. of Transportation (TxDOT) Interstate Highway 10 construction project. This letter is a request to amend the above mentioned contract to include additional budget for effort that was not contemplated in the original contract.

In August 2017, Halff TriTex received additional topographic data after gas relocation designs were substantially complete to 60%. This new topographic data created additional effort related to the gas line designs plan and profile sheets. In October 2017, new drainage designs associated with the TxDOT frontage roads caused gas line design revisions that were not initially anticipated at this stage of the design. Halff TriTex has been monitoring the budgets throughout the project in an attempt to evaluate the impact of these changes to the overall budget. As a result of the changes, the design budgets outlined in the original contract (Res No. 2017-R34) are not sufficient to complete the design tasks. The additional budget anticipated to complete the design tasks is \$24,346. Halff TriTex's current design contract with the City is an hourly rate contract, and there is no proposed change to the hourly rates set in the initial contract. Since all costs associated with the utility relocation are 100% eligible for reimbursement from TxDOT, the Utility Reimbursement Agreement that will be submitted to TxDOT for all funding associated with the gas relocations will itemize the total (original and supplemental) design and construction costs. The budget breakdown for the original contract and this supplemental are shown below.

Original Contract	\$102,654.00
Supplemental No. 1	<u>\$ 24,346.00</u>
Total	\$127,000.00

We trust this proposal meets your requirements for this project. We appreciate the opportunity to be of continued service to the City. We are available to discuss this scope and answer any questions you may have. Feel free to contact me at 512-942-6232.

HALFF ASSOCIATES, INC.

3501 AMBERGLEN BLVD. BUILDING R SUITE 125
AUSTIN, TX 78729

TEL: (512) 221-4520
FAX: (512) 252-8141

WWW.HALFF.COM



It is the intent of the Parties to this Agreement that Engineer's services under this Agreement shall not subject Engineer's individual employees, officers or directors to any personal legal exposure for claims and risks associated with the services performed or performable under this Agreement.

APPROVED:

Engineer: HALFF TRITEX, INC.

Signature:

A handwritten signature in black ink, appearing to read "Jared Canuteson", written over a horizontal line.

Name: Jared Canuteson, P.E.

Title: Vice-President

Date: 11/16/2017

APPROVED: CITY OF BOERNE, TEXAS

Client: City of Boerne, Texas

Signature: A handwritten signature in black ink, appearing to read "Ronald C. Bowman", written over a horizontal line.

Name: Ronald C. Bowman

Title: City Manager

Date: 12/5/17

Cc: Ryan Lewis, PE -- SUE/Utility Team Leader, Halff Associates, Inc.