



DATA SHEET
Agenda No. 15.B.

Meeting Date: May 5, 2011

Agenda Item:

Consider Approval of Contract and Task Order No. 1 with Huitt-Zollars, Inc. for professional services related to modifications to District pipelines and appurtenances in conjunction with improvements to FM 2181 by Texas Department of Transportation.

Placement: [] Consent [X] Individual Consideration [] Executive Session
Vote: [] Non-Weighted [] Regular Weighted Capital [X] Special Weighted Capital
Recommending Department: Operations & Water Resources

Background:

Texas Department of Transportation (TxDOT) is completing its design for the widening of FM 2181. The District has approximately 3.5-miles of 18-inch wastewater forcemain paralleling FM 2181 on the south side and approximately 0.75-miles of 20-inch water line paralleling FM 2181 on the north side.

Financial:

The portion of this task order to be funded from the Lakeview CIP is \$39,000. Pursuant to the Contract with FWSD No.7 (Lantana) for participation in the Lakeview System, the costs related to identifying and resolving any conflicts between the existing forcemain and TxDOT's improvements are to be paid by Lantana.

The portion of this task order to be funded from the Water System CIP is \$21,000. Some of the costs related to the water main may be eligible for reimbursement by TxDOT.

Recommendation:

Staff expects to recommend approval of proposed Contract and Task Order No. 1 at the meeting.

Enclosures:

Draft Task Order No. 1.

Submitted By: Tom Snyder
Thomas W. Snyder Assistant Director Engineering/ Construction

Date: April 29, 2011

ATTACHMENT A

Task Order No. 1

DRAFT

This Task Order is part of the AGREEMENT between Huitt-Zollars, Inc. (the "ENGINEER"), and Upper Trinity Regional Water District (UTRWD), (the "OWNER"), for a project generally described as:

**Wastewater Force Main along FM 2181 in Lakeview Regional Water Reclamation System
And
Water Transmission Pipeline along FM 2181 in Regional Treated Water System**

The purpose of this Task Order is as follows:

To provide an assessment of potential conflicts that may exist between the District's existing 18" Force Main and 20-inch water transmission pipeline and the Texas Department of Transportation's (TxDOT) proposed expansion of FM 2181 to an urban arterial roadway.

**ARTICLE I
SCOPE OF SERVICES**

The ENGINEER agrees to furnish the OWNER the following specific services:

BASIC ENGINEERING SERVICES

Part 1 – 18" Force Main along south side of FM 2181 (from Old Alton to I-35E):

- A. Basic services shall be to identify and perform an assessment of potential conflicts that may be believed to exist between the existing 18" Wastewater Force Main and the proposed expansion of FM 2181 by TxDOT from a 2-lane rural section in a nominal 90 to 100' ROW to a 6-lane urban arterial in a nominal 120 to 140' ROW. Such assessment is not expected to require any new topographic, utility, or ROW surveys at this time. The ENGINEER's work will require the following tasks.
1. Using existing construction plans for the force main and current design plans for the roadway, the ENGINEER will prepare maps which overlay the existing force main and its easements with the proposed roadway work including public rights of way (ROW) as they existed when the force main easements were acquired and as they are planned for TxDOT's project.
 2. Establish a composite profile of the existing force main with both existing grades and proposed grades of the widened roadway.
 3. Coordinate with OWNER on criteria to be applied for clearances that need to be maintained between the existing force main and other features (new roadway, surface grades, pavement structure, storm drainage items, fences, etc.).
 4. Develop a series of localized location maps where (1) potential conflicts exist with the existing 18" force main, and (2) TxDOT project ROW encroaches or overlaps or conflicts with the existing 18" force main easements.
 5. Review site conditions that currently exist at each conflict location including easements and ROW.
 6. Develop one or more constructible and feasible options to eliminate the apparent conflicts involving the force main. These options may include relocation of a portion of the force main or provide guidance on how the TxDOT plans could be modified. If additional easement or ROW is needed for such relocation or for construction work, the ENGINEER will define the approximate limits of that easement or ROW.
 7. Develop an estimated construction cost for one or more options for each conflict. If easements or additional ROW is required, the value and cost of such ROW or easement acquisition will be prepared by others, and is not a responsibility of the ENGINEER.

- B. Prepare a written report of such findings and submit to OWNER for review and consideration.
- C. Present such findings to OWNER staff in one meeting and discuss recommended options and possible relocations that may be required to avoid new improvements by TxDOT.
- D. Update and reorganize the report for presentation of these force main conflicts to TxDOT representatives and others, including OWNER's recommended solution for solving the conflict. This meeting will be led by OWNER staff with assistance from the ENGINEER as is requested, including presentation of facts for information and consideration by the parties represented.

Part 2 – 20" Water Main along north side of FM 2181 (from Parkridge Dr east for approx ¾ mile):

- E. Basic services shall be to identify and perform an assessment of potential conflicts that may be believed to exist between the existing 20" Water Main and the proposed expansion of FM 2181 by TxDOT from a 2-lane rural section in a nominal 90 to 100' ROW to a 6-lane urban arterial in a nominal 120 to 140' ROW. Such assessment is not expected to require any new topographic, utility, or ROW surveys at this time. The ENGINEER's work will require the following tasks.
 - 1. Using existing construction plans for the water main and current design plans for the roadway, the ENGINEER will prepare maps which overlay the existing water main and its easements with the proposed roadway work including public rights of way (ROW) as they existed when the water main easements were acquired and as they are planned for TxDOT's project.
 - 2. Establish a composite profile of the existing water main with both existing grades and proposed grades of the widened roadway.
 - 3. Coordinate with OWNER on criteria to be applied for clearances that need to be maintained between the existing water main and other features (new roadway, surface grades, pavement structure, storm drainage items, fences, etc.).
 - 4. Develop a series of localized location maps where (1) potential conflicts exist with the existing 20" water main, and (2) TxDOT project ROW encroaches or overlaps or conflicts with the existing 20" water main easements.
 - 5. Review site conditions that currently exist at each conflict location including easements and ROW.
 - 6. Develop one or more constructible and feasible options to eliminate the apparent conflicts involving the water main. These options may include relocation of a portion of the water main or provide guidance on how the TxDOT plans could be modified. If additional easement or ROW is needed for such relocation or for construction work, the ENGINEER will define the approximate limits of that easement or ROW.
 - 7. Develop an estimated construction cost for one or more options for each conflict. If easements or additional ROW is required, the value and cost of such ROW or easement acquisition will be prepared by others, and is not a responsibility of the ENGINEER.
- F. Prepare a written report of such findings and submit to OWNER for review and consideration.
- G. Present such findings to OWNER staff in one meeting and discuss recommended options and possible relocations that may be required to avoid new improvements by TxDOT.
- H. Update and reorganize the report for presentation of these water main conflicts to TxDOT representatives and others, including OWNER's recommended solution for solving the conflict. This meeting will be led by OWNER staff with assistance from the ENGINEER as is requested, including presentation of facts for information and consideration by the parties represented.

Schedule for Parts 1 and 2:

The schedule for the ENGINEER to perform the work in Items A – C, and E - G above shall be accomplished in approximately 30 to 45 calendar days after NTP depending upon availability of OWNER staff. Additional meetings with TxDOT and others would be accomplished thereafter.

SPECIAL SERVICES

Special Services are those services known to be required for completion of the project that the OWNER agrees are to be furnished by the ENGINEER or by a subconsultant that cannot be defined sufficiently at this time to establish the maximum compensation.

The services are not included in the scope of work of Basic Services or the amount of compensation for Basic Services. The Special Services for this assignment are described as follows:

- A. Preparation of topographic, utility, or ROW surveys in support of the above force main and water main conflict assessment.
- B. Additional follow-up meetings or documents required from the ENGINEER.
- C. Design sketches for consideration by TxDOT where the existing Force Main or Water Main would remain as is, and a modification of the TxDOT designs are recommended.

ADDITIONAL SERVICES

Additional services to be performed by the ENGINEER, if authorized by the OWNER, which are not included in the above-described Basic Services may include any reasonable engineering task needed for the project.

**Article II
Compensation**

1. Basic Services

Compensation by the OWNER to the ENGINEER for all Basic Services enumerated in Task Order No. 1 will be based on the actual hourly rates and costs in accordance with Exhibit A with the totals not to exceed as follows:

Part 1 - 18" Force Main assessment work	Not To Exceed \$19,000.00
Part 2 - 20" Water Main assessment task work	Not To Exceed <u>\$12,500.00</u>
Total Basic Services	Not To Exceed \$31,500.00

2. Special Services

For all Special Services enumerated in Task Order No. 1, compensation shall be based on the actual cost times a multiplier in accordance with Exhibit A. The total amount will not exceed \$22,500.00 without prior written authorization from the OWNER. Compensation for Special Service items A - C is further enumerated below.

	Force Main	Water Main	Total
Item A:	\$ 8,000.00	\$ 4,000.00	\$12,000.00
Item B:	\$ 4,000.00	\$ 2,000.00	\$ 6,000.00
Item C:	<u>\$ 3,000.00</u>	<u>\$ 1,500.00</u>	<u>\$ 4,500.00</u>
Total Special Services	\$15,000.00	\$7,500.00	\$22,500.00

Amounts accrued under Special Services shall be separately tracked and billed as they may relate to the Force Main versus the Water Main.

3. Additional Services

Additional Services which may be required by the OWNER shall be based on the actual hours and costs in accordance with Exhibit A. A budget amount of \$6,000.00 is established for this item and will not be exceeded without prior written approval from the OWNER. No work will be undertaken on this item without specific written authorization from the OWNER. The Additional Services are assumed to be split as follows:

Additional Services allocated to 18" Force Main	\$3,000.00
Additional Services allocated to 20" Water Main	<u>\$3,000.00</u>
Total Additional Services	<u>\$6,000.00</u>

4. Total Compensation Summary

Basic Services:	\$ 19,000.00 for Part 1 (Force Main Assessment) \$ 12,500.00 for Part 2 (Water Main Assessment)
Special Services:	\$ 15,000.00 for Force Main \$ 7,500.00 for Water Main
Additional Services:	\$ 3,000.00 for Force Main <u>\$ 3,000.00</u> for Water Main

Estimated Total Task Order No. 1: \$ 60,000.00

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Other Provisions

The following provisions shall apply to this Task Order:

The ENGINEER's compensation is based on immediate authorization to proceed and timely completion of the PROJECT. If the PROJECT timing deviates from the assumed schedule for causes beyond the ENGINEER's control, the ENGINEER reserves the right to request renegotiation of those portions of the compensation affected by the time change.

This Task Order No. 1 will become part of the referenced AGREEMENT when executed by both parties.

IN WITNESS WHEREOF, the parties execute below:

For the OWNER, Upper Trinity Regional Water District dated this _____ day of _____, 2011.

By: _____

Name Title

For the ENGINEER, Huitt-Zollars, Inc. dated this 27 day of April, 2011.

By: _____

John Anthony Sosebee, PE Senior Vice President
Name Title