

## **ATTACHMENT A**

### **TASK ORDER NO. 01 AMENDMENT NO. 02**

Pursuant and subject to the above captioned MSA dated between City of Saginaw, Texas (CLIENT) and Cobb, Fendley & Associates, Inc. (CONSULTANT). CLIENT hereby authorizes CONSULTANT to perform the work described below upon the terms set forth and including the additional authorized fee detailed below:

#### **CLIENT PROVIDED INFORMATION:**

Work Site: FM 156 @ E Industrial Blvd/Cantrell Sansom Rd  
Work to Be Performed: Utility Adjustment Coordination Services, Utility Engineering Services  
Drawings, plans, specifications (are) (are not) attached: Are not  
Date and Time to Commence: Upon Notice to Proceed  
Date and Time to Complete: Approximately 10-12 months after the Work to Be Performed commences  
Equipment, vehicles, tools, materials, supplies to be furnished or obtained through third parties by CLIENT (if any): None  
Invoice Mailing Instructions: \_\_\_\_\_  
Other Requirements or Variance from MSA (if any): \_\_\_\_\_

#### **CONSULTANT PROVIDED INFORMATION:**

##### **Compensation:**

- Utility Coordination Efforts: \$98,444.00
- Utility Engineering Efforts: \$8,696.00
  - Required Efforts from the Utility Engineering Efforts: \$8,696.00
  - Optional Efforts from the Utility Engineering Efforts: ~~\$36,530.00~~
    - Transfer these funds to Utility Coordination
- **Total: \$107,140.00**
  - Original Task Order 01 Total: \$41,402.00
  - **Task Order 01 Amendment 1 Total: \$65,738.00**
  - **Task Order 01 Amendment 2 Total: \$0.00**

Billing Terms: Hourly, according to Exhibit "B"

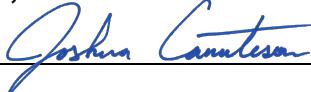
Scope of Work: See Exhibit "C"

#### **ACCEPTANCE:**

The foregoing TASK ORDER AMENDMENT is accepted on the terms set forth as indicated by the signatures below.

##### **CONSULTANT:**

**COBB, FENDLEY & ASSOCIATES, INC.**

By: 

Printed Name: Josh Canuteson

Title: Vice President

Date: 5/30/2023

##### **CLIENT:**

**CITY OF SAGINAW, TEXAS**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT "B"

| DESCRIPTION OF WORK TASK                             |   |                                                                                                                                                                      | Senior Engineer I or Project Manager II | Engineer III or Project Manager I | Engineer II | Engineer I | Graduate Engineer | Senior Technician III | Senior Technician II | Senior Technician I | Total Labor Hours | Total Labor Cost per Task |
|------------------------------------------------------|---|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|-----------------------------------|-------------|------------|-------------------|-----------------------|----------------------|---------------------|-------------------|---------------------------|
| Contract to be performed as Hourly, Not to Exceed    |   |                                                                                                                                                                      | \$238.00                                | \$184.00                          | \$163.00    | \$135.00   | \$113.00          | \$179.00              | \$156.00             | \$135.00            |                   |                           |
| Utility Adjustment Coordination                      |   |                                                                                                                                                                      |                                         |                                   |             |            |                   |                       |                      |                     |                   |                           |
| Utility Adjustment Coordination                      |   |                                                                                                                                                                      |                                         |                                   |             |            |                   |                       |                      |                     |                   |                           |
|                                                      | 1 | Utility Coordination                                                                                                                                                 |                                         |                                   |             |            |                   |                       |                      |                     |                   |                           |
|                                                      |   | A. Coordinate activities with the City/Developer and related parties on proposed improvements and ROW                                                                |                                         | 6                                 | 14          | 30         |                   | 8                     | 50                   |                     | 108               | \$16,668.00               |
|                                                      |   | B. Coordinate with local and other utility committees (county, city, etc.)- If Necessary                                                                             |                                         | 4                                 |             | 10         |                   |                       | 6                    | 10                  | 30                | \$4,372.00                |
|                                                      |   | C. Provide utility contact list                                                                                                                                      |                                         |                                   |             | 4          |                   |                       |                      | 8                   | 12                | \$1,620.00                |
|                                                      |   | D. Provide illustration of project footprint                                                                                                                         |                                         |                                   |             | 4          |                   |                       | 6                    | 10                  | 20                | \$2,826.00                |
|                                                      |   | E. Provide and obtain initial project notification letters (NOPC, NORA, and Clearance Letter) *per TxDOT request                                                     |                                         |                                   |             | 13         |                   |                       |                      | 13                  | 26                | \$3,510.00                |
|                                                      |   | F. Coordination and correspondence for conflict resolutions with Client, Design Team & TxDOT (Assume 10 meetings) *previously discussed and approved                 |                                         | 6                                 | 2           | 22         |                   | 12                    | 24                   | 12                  | 78                | \$11,912.00               |
|                                                      |   |                                                                                                                                                                      |                                         |                                   |             |            |                   |                       |                      |                     |                   |                           |
|                                                      | 2 | Coordination with Utility companies                                                                                                                                  |                                         |                                   |             |            |                   |                       |                      |                     |                   |                           |
|                                                      |   | A. Establish contact with utility owners (Assume 10 Utility Owners- Only Franchise Utilities)                                                                        |                                         |                                   |             | 10         |                   |                       |                      | 10                  | 20                | \$2,700.00                |
|                                                      |   | B. Meetings                                                                                                                                                          |                                         |                                   |             |            |                   |                       |                      |                     |                   |                           |
|                                                      |   | Schedule and attend all meetings with utility owners, prepare meeting documents (Assume 20 meetings- Only Franchise Utilities)                                       |                                         | 8                                 |             | 20         |                   |                       |                      | 32                  | 60                | \$8,492.00                |
|                                                      |   | Attend initial meetings and an on-site field meet with UO (on-site meetings held on if needed basis)                                                                 | 4                                       |                                   |             | 8          |                   |                       |                      | 8                   | 20                | \$3,112.00                |
|                                                      |   | Periodic meetings with the City/Developer on design and relocations; documentation of such meetings (Assume 12 monthly meetings)                                     |                                         | 6                                 | 8           | 26         |                   |                       | 26                   | 12                  | 78                | \$11,594.00               |
|                                                      |   | C. Utility Relocation Permit Review - estimated 10 Permits - 3 reviews/each permit - Franchise Utilities Only                                                        |                                         | 2                                 | 10          | 48         |                   | 12                    | 48                   | 68                  | 188               | \$27,294.00               |
|                                                      |   | D. Create and maintain Utility Clearance Schedule (assume 12 monthly Iterations to match the 12 montly meetings with Developer and TxDOT, per TxDOT's request)       |                                         | 6                                 |             | 12         |                   |                       |                      | 12                  | 30                | \$4,344.00                |
|                                                      |   |                                                                                                                                                                      |                                         |                                   |             |            |                   |                       |                      |                     |                   |                           |
| Utility Engineering                                  |   |                                                                                                                                                                      |                                         |                                   |             |            |                   |                       |                      |                     |                   |                           |
| Utility Engineering                                  |   |                                                                                                                                                                      |                                         |                                   |             |            |                   |                       |                      |                     |                   |                           |
|                                                      | 1 | Engineering Activities                                                                                                                                               |                                         |                                   |             |            |                   |                       |                      |                     |                   |                           |
|                                                      |   | A. Utility Layout (including all existing utilities which are to remain in place or be abandoned, and all adjusted utilities) - Optional NTP by the City is required |                                         |                                   |             |            |                   |                       |                      |                     |                   |                           |
|                                                      |   | B. Prepare and maintain utility conflict matrix (Submittals at 90% Roadway Design Milestones)                                                                        |                                         | 2                                 | 6           | 16         |                   | 6                     | 16                   |                     | 46                | \$7,076.00                |
|                                                      |   | C. Prepare and maintain utility conflict exhibits (Submittals 1-KMZ File & 1-Conflict Exhibit Pkg Roadway Design Milestones) -Optional NTP by the City is required   |                                         |                                   |             |            |                   |                       |                      |                     |                   |                           |
|                                                      |   | D. Review of proposed Utility Adjustments - Optional NTP by the City is required                                                                                     |                                         |                                   |             |            |                   |                       |                      |                     |                   |                           |
|                                                      |   | E. Proposed Utility Layouts (1 Iteration of Roadway Design Milestone -Optional NTP by the City is required                                                           |                                         |                                   |             |            |                   |                       |                      |                     |                   |                           |
|                                                      |   | F. Prepare Utility Certifications (per TxDOT's request)                                                                                                              |                                         |                                   |             | 4          |                   |                       |                      | 8                   | 12                | \$1,620.00                |
|                                                      |   | Prepare Special Provisions Report (Utility Management Plan) - Intentionally omitted                                                                                  |                                         |                                   |             |            |                   |                       |                      |                     |                   |                           |
| Total                                                |   |                                                                                                                                                                      | 4                                       | 40                                | 40          | 227        | 0                 | 38                    | 176                  | 203                 | 728               |                           |
| Subtotal Labor Costs Utility Adjustment Coordination |   |                                                                                                                                                                      | 952.00                                  | 7,360.00                          | 6,520.00    | 30,645.00  | 0.00              | 6,802.00              | 27,456.00            | 27,405.00           |                   | \$107,140.00              |

Request per City

Request per TxDOT

TxDOT Procedures

# Exhibit "C"

## SERVICES TO BE PROVIDED BY THE ENGINEER

The Engineer shall perform engineering services consisting of Utility Adjustment Coordination as described below.

### **FUNCTION CODE 130 - UTILITY COORDINATION & ENGINEERING**

#### **Utility Adjustment Coordination**

Utility Adjustment Coordination shall include utility coordination meetings with individual utility companies, communication, and coordination with utilities. This contract of work is to be completed on an hourly, not to exceed limit.

#### **1. Utility Coordination**

The Utility Coordinator shall perform utility coordination and liaison activities with involved utility owners, their consultants, and the City of Saginaw ("City") to achieve timely project notifications, and formal coordination meetings.

- A. The Utility Coordinator shall coordinate all activities with the City, or their designee, to facilitate the orderly progress and timely completion of the City design phase. The Utility Coordinator shall be responsible for the following:
  - i. Orientation. The Utility Coordinator shall prepare and present, in collaboration with City staff, instruction and orientation sessions as required by the City. The instruction shall introduce the SUE Plans, the proposed utility layout, processes, demonstrate the technology and develop plans with utilities to clear the project area.
  - ii. External Communications. The Utility Coordinator shall coordinate all activities with the City and its consultants or other contractors or representatives, as authorized by the City. The Utility Coordinator shall provide the City copies of diaries, correspondence, and other documentation of work-related communications between the Utility Coordinator, utility owners and other outside entities when requested by the City.
- B. The Utility Coordinator shall coordinate with the local utility committees including but not limited to Utility Owner management parties, City utility representatives, political or special interest parties to present a footprint and other documentation of the City's projects with represented utility companies and owners as required or requested by the City. The Utility Coordinator shall also coordinate with any other utility committees which may include county, city, or other officials, if needed or requested by the City.
- C. The Utility Coordinator shall provide the City and all affected utility companies and owners a Utility Contact List for the project with all information such as: (a) Owner's Name; (b) Contact Person; (c) Telephone Numbers; (d) Physical

addresses; (e) E-mail addresses.

D. The Utility Coordinator shall advise utility companies and owners of the general characteristics of the project and provide an illustration of the project footprint for mark-up of the utility facility locations that occupy the project area.

E. The Utility Coordinator shall provide initial project notification letters to all affected utility companies, owners, and other concerned parties, if needed or requested by the City. The Utility coordinator will be responsible to provide and obtain the following:

- i. The Utility Coordinator shall prepare and provide the Notice of Proposed Construction (NOPC). If requested by the City, the Utility Coordinator shall send the NOPC to the Utility Companies 14 to 30 days prior to the initial project meeting. The Utility Coordinator shall send NOPC form to stakeholders in the project limits to give notice of the upcoming construction project.
- ii. The Utility Coordinator shall prepare and provide the Notice of Required Accommodation (NORA) forms if the utility is found to conflict with the project. The Utility Coordinator shall ensure all appropriate documentation is sent with these forms.
- iii. The Utility Coordinator shall prepare and provide the Utility Clearance Letters of the anticipated dates by which utility facilities that conflict with the project limits will be adjusted.

F. As required, to facilitate utility conflict identification and resolution, the Utility Coordinator shall:

- i. Schedule all utility coordination meetings and ensure compatibility with the schedule of the City.
- ii. Set agenda for all coordination meetings as directed by the City.
- iii. Establish and promote the desired agenda and methodologies for utility construction within the project limits. Typical strategies include Accommodate, Mitigate, and Avoid. The agenda and methodologies may allow the construction of utilities as a part of the highway contract.

## 2. Coordination with Utility Companies

As required, to facilitate utility conflict identification and resolution, the Utility Coordinator shall:

A. Establish contact with all existing franchise utilities within and adjacent to the project limits and set up utility coordination meetings to discuss concepts and options for construction. Contact with municipalities to be handled by other parties.

B. Schedule all utility coordination meetings and ensure compatibility with the schedule of the City.

- i. The Utility Coordinator shall schedule, prepare meeting documents, and attend meeting with affected franchise utility owners on progress, status, and facilitation of relocation process. The Utility Coordinator will provide meeting minutes for all attendees. Meetings with municipalities will be handled by other parties.
- ii. Initial Project Meeting. The Utility Coordinator shall attend an initial meeting and an on-site inspection (when appropriate or at the request of the City) to ensure familiarity with existing conditions, project requirements and prepare a written report of the meeting.
- iii. The Utility Coordinator shall coordinate periodic utility design and relocation progress meetings with the City, design consultant, and the State for coordination purposes. Such meetings must commence as early as possible in the design process and continue until completion of the project. The Utility Coordinator must provide and produce meeting minutes of all meetings with said City, design consultant, and State within seven business days. The frequency of these meetings must be appropriate to the matters under discussion.

C. Utility Relocation Design Review. Work with franchise utilities to retrieve, process, and to review the utility relocation design packages intended to be submitted into the TxDOT permitting system (UIR/RULIS) and to ensure that the proposed franchise utilities: (1) follow the Texas Utility Accommodation Rules (UAR), (2) resolve identified conflicts, and (3) do not create additional conflicts with the proposed project.

- i. Assume one design package per franchise utility owner that will go through initial review and iterations up to 3 times.
- ii. Assume all SUE and existing files in CAD format are shared with CF by the City and/or developer.
- iii. Assume that the Utility Engineering party supplies CF with the CAD file of proposed utility alignments for relocations.
- iv. Assume that all municipal permits will be reviewed by the appropriate permitting agency.

D. The Utility Coordinator shall prepare and maintain a project utility relocation schedule indicating and depicting order of tasks, critical dates, milestones, deliverables, and City review requirements. The Utility Coordinator shall review the schedule monthly and provide updates regarding its progress on the schedule to the City.

## **Utility Engineering**

Utility Engineering includes the identification of utility conflicts, coordination, compliance with the UAR and/or with City ordinance, and resolution of utility conflicts. The Utility Engineer shall coordinate all activities with the City and State, or the City's/State's designee, to facilitate the orderly progress and timely completion of the City's design phase.

### **1. Coordination of Engineering Activities**

A. Utility Layout: The Engineer shall maintain a utility layout in the latest version of MicroStation or AutoCAD used by the State. The Engineer shall ensure this layout includes all existing utilities which are to remain in place or be abandoned, and all adjusted utilities. The Engineer shall utilize this layout to monitor the necessity and evaluate alternatives. The Utility Engineer shall utilize the layout of existing utilities as prepared, if available, and make a determination of the following: *Optional Services NTP by the City is required.*

- i. Facilities in conflict with the proposed project that are to be relocated.
- ii. Facilities to be abandoned in place.
- iii. Facilities to remain in service and in place as a result roadway design adjustments and meeting current UAR and/or City ordinance.
- iv. The Utility Engineer shall be responsible for determining if there are additional facilities, not shown in the Subsurface Utility Engineering (SUE) documents, which require relocation.
- v. The Engineer shall coordinate this information with the City immediately upon discovery.

B. The Utility Engineer must provide the City/State and all affected utility companies with a Utility Conflict Matrix (UCM) and Utility Conflict Layout. The Engineer is responsible for updating and maintain the UCM and Utility Conflict Layout throughout the project for one Milestone.

C. Utility Adjustments: For this project, all Non-Reimbursable Utility Adjustments shall be submitted into the Utility Installation Review (UIR) system by the utility company for the project. The Utility Engineer shall assist the utility company with adjustment plans preparation. The utility company should submit adjustment plans to the Utility Engineer for review. The Utility Engineer shall review permit requests including plans to ensure compliance with the UAR and ensure the Non-Reimbursable Utility Adjustments shall not conflict with highway construction. The Utility Engineer shall request the utility company submit the Non-Reimbursable Utility Adjustments including permit requests with adjustment plans into the UIR, for review. The Utility Engineer shall forward the State-approved permit to the utility company. *Optional Services NTP by the City is required.*

D. Proposed Utility Layout

The Engineer shall prepare the Proposed Utility Layout in the latest version of Microstation or AutoCAD used by the City/State that can be overlaid on the base file with drainage. The Engineer shall: *Optional Services NTP by the City is required.*

- i. Ensure that conflicts have been resolved.
- ii. Ensure all stakeholders have concurred with the various alignments.
- iii. Establish the sequence of construction for all utility relocation work whether it is included as a part of the Road Construction or not.
- iv. Determine which utilities will be as part of the contract.
- v. Determine which facilities will be relocated prior to construction.

E. Utility Certification and Special Provisions: The Utility Engineer shall submit upon request from the State, a Utility Certification or a Special Provisions report. The Utility Certification or Special Provisions report will certify that all utilities are clear for highway construction. However, if the utility adjustments are not complete prior to highway project letting, a Special Provision shall be required outlining all outstanding utility conflicts and their effects on highway construction. Furthermore, a Utility Clearance schedule, signed by the utility owner shall be provided with the certification as noted above. The formats for the Certification and the Clearance schedule will be provided by the State. *Optional Services NTP by the City is required.*

## **EXCLUSIONS**

### **1. Utility Agreements for Utility Adjustments**

- A. All AFA agreements will be coordinated by others. The Utility Coordinator also assumes that no Standard Utility Agreements for reimbursable interests will be required for this project.
- B. The Utility Coordinator assumes no Joint Use Agreements required for this project.

### **2. Utility Engineering**

- A. The Utility Engineer assumes no Special Provisions report (Utility Management Plan) will be required for this project.

### **3. Utility Coordination of Municipal facilities**

- A. Coordination of municipal related relocation and efforts to be handled by others.

## **DELIVERABLES**

**The UC deliverables for the project will consist of:**

- A. Contact List of all affected utility companies and owners;

- B. Meeting Minutes and Agendas from meetings held with utility companies and the City;
- C. Weekly progress report that includes utility updates and statuses delivered to the City or their representative;
- D. Access to live project tracking reports including permit and agreement tracking through CF online data host, Smartsheets;
- E. Utility Conflict Matrix & Utility Conflict Exhibits;
  - i. Including the inventory of utilities within the project scope, detailing:
    - 1. the ownership, utility type and size (if available);
    - 2. location within the project site;
    - 3. their conflict status;
    - 4. any recommendations to the client's designers for potential conflict avoidance or mitigation opportunities; and
    - 5. preliminary clearance schedule provided by Utility Owners.
- F. Proposed Utility Alignment Plan file (in .DGN or .DWG and .PDF format) depicting the proposed alignments for utilities that require relocation and any proposed abandonments or removals of existing utilities; and
- G. Prepare Utility Certifications upon final submittal and all utilities are clear of the ROW

### **SCHEDULE OF WORK**

It is understood that the UC schedule is heavily dependent upon several factors, including, but not limited to: the availability of project stakeholders (including utility owners, their consultants, the City, etc.), possession of ROW and easements, and construction schedules. It is anticipated that the UC and UE work will be performed over the next 10-12 months after work commences. The Utility Coordination and Engineering efforts will conclude once the utility companies have completed construction and cleared the project area. The City will provide Notice to Proceed (NTP) in writing prior to commencement of UC and UE related work.