

RESOLUTION NO. R-2024-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING AMENDMENT #6 TO TASK AUTHORIZATION #2 OF THE PROFESSIONAL SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC. (FNI) TO PROVIDE ADDITIONAL CONSTRUCTION PHASE SERVICES FOR THE SIMSBORO WATER TREATMENT PLANT, WELL FIELD, AND TRANSMISSION FACILITIES PROJECT FOR A NOT TO EXCEED AMOUNT OF FIVE HUNDRED SIXTEEN THOUSAND, NINE HUNDRED SEVENTY-FIVE DOLLARS (\$516,975.00); AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop City Council understands the importance to public safety providing quality water for its citizen; and

WHEREAS, the City of Bastrop has chosen Freese and Nichols, Inc. (FNI) from a list of qualified consulting firms to provide professional engineering services for the study, design and construction phase services of the Simsboro Aquifer Water Treatment Plant, Well Field and Transmission Facilities; and

WHEREAS, the City requested FNI to provide additional construction phase services for the Simsboro Aquifer Water Treatment Plant, Well Field and Transmission Facilities project; and

WHEREAS, City of Bastrop City Council understands the importance of ensuring the construction administration and inspection services of the Simsboro Aquifer Water Treatment Plant, Well Field and Transmission Facilities project are of the quality as required in the construction contract documents.

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

Section 1. The City Council of the City of Bastrop, Texas has determined FNI to be a subject matter expert in the fields of water/wastewater, streets, drainage, construction management and inspection, etc.

Section 2. The City Manager is hereby authorized to execute an amendment to the Task Authorization #2 of the Professional Services Agreement with FNI to provide additional construction phase services in an amount not to exceed of Five Hundred Sixteen Thousand, Nine Hundred Seventy-Five Dollars (\$516,975.00), as well as all other necessary documents.

Section 3. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 26th day of March 2024.

APPROVED:



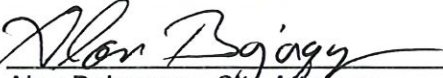
Lyle Nelson, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney



PROFESSIONAL SERVICES AGREEMENT
AMENDMENT #6

City of Bastrop
P.O. Box 427
Bastrop, TX 78602

FNI PROJECT NO. BAS18658
CLIENT CONTRACT REFERENCE
DATE: 3/21/2024

Project Name: Final Design, Bid Phase, and Construction Phase Services for Simsboro Aquifer
Water Treatment Plant, Well Field, and Transmission Facilities

Description of Services: This Amendment to Task Authorization (TA) No. 2 includes additional construction phase services to account for the longer construction time period than assumed when Task Authorization (TA) No. 2 was developed.

Amended Deliverables: N/A

Amended Schedule: No Change in Schedule


Compensation shall be amended as follows: Compensation shall be on a Time and Materials basis up to a maximum amount of five hundred sixteen thousand nine hundred seventy five dollars (\$516,975.00).


Current Contract Amount:	\$5,116,000.00
Amount of this Amendment:	\$516,975.00
Revised Total Amount Authorized:	\$5,632,975.00

The above described services shall proceed upon execution of this amendment. All other provisions, terms and conditions of the Professional Services Agreement which are not expressly amended shall remain in full force and effect.

FREESE AND NICHOLS, INC.

City of Bastrop

BY: 
Kendall King, PE
Print Name

BY: 
Sylvia Carrillo-Trevino
Print Name

TITLE: Vice President

TITLE: ICMA-CM, CPM, City Manager

DATE: 3/21/2024

DATE: 03/28/2024



PROFESSIONAL SERVICES AGREEMENT
AMENDMENT #6

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P.O. Box 427
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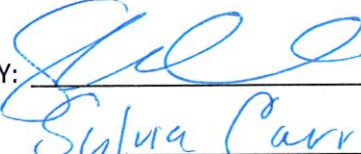
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City of Bastrop

BY: 
Kendall King, PE
Print Name

BY: 
Sylvia Carrillo
Print Name

TITLE: Vice President

TITLE: City Manager

DATE: 3/21/2024

DATE: 3/28/2024

EXHIBIT A
TASK AUTHORIZATION NO. 2
AMENDMENT NO. 6
CITY OF BASTROP
EXTENSION OF CONSTRUCTION PHASE SERVICES
SCOPE OF SERVICES

PROJECT DESCRIPTION:

This Amendment to Task Authorization (TA) No. 2 includes additional construction phase services to account for the longer construction time period than assumed when Task Authorization (TA) No. 2 was developed.

ASSUMPTIONS:

When TA No. 2 was developed it was anticipated that the overall construction duration would be 16 months, or 69 weeks. The current construction schedule shows 117 weeks of active construction from November 2022 through January 2025. That is an increase of 48 weeks to the construction schedule.

PROJECT SCOPE:

The following effort is anticipated as part of this scope of work:

- A. Extension of Construction Phases Services – Basic Services
 - 1. Bi-weekly Construction Progress Meetings: An additional 24 bi-weekly construction progress meetings will be attended by engineering staff. Time is included for the Project Manager to attend these meetings in person and perform a site visit either immediately prior to or afterwards and for the Senior Advisor and Project Engineer to call in virtually.
 - 2. Additional Project Management and Coordination: Due to the extension of the construction schedule, additional project management effort will be required to continue management of the project and coordination with the City, CMAR, internal team and additional project stakeholders.

- B. Extension of Construction Phases Services – Special Services
 - 1. Resident Project Representative (RPR) Services: The original TA No. 2 contract included time for 50 weeks of full time (50 hours/week) and 19 weeks of part-time (25 hours/week). An additional 48 weeks of full-time RPR services will be performed.
 - 2. Construction Management (CM) Services: The original TA No. 2 contract included time for 69 weeks of part-time (8 hours/week) CM services. In order to more efficiently use the project budget, FNI has assigned an RPR that is also performing CM tasks. A senior CM is still involved on the project, but is using less time than originally anticipated. This extension of services will include an additional 48 weeks of CM services for 4 hours/week.

COMPENSATION:

Compensation to FNI shall be Cost Plus to a Maximum amount of five hundred sixteen thousand nine hundred seventy-five dollars (\$516,975.00). If FNI sees the Scope of Services changing so that additional services are needed, FNI will notify CITY for CITY's approval before proceeding.

A breakdown of major task items and their associated costs are as follows:

Fee Summary	
Basic Services	\$ 65,806.00
Special Services	<u>\$ 451,168.00</u>
Total	\$ 516,975.00

TIME OF COMPLETION:

FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the following schedule:

- Services will be provided through January 2025.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in CITY or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc.

Additional Construction Phase Effort		Project Fee Summary	
Basic Services	\$	65,806	
Special Services	\$	451,168	
Total Project	\$	516,975	

Project Fee Summary	
Basic Services	
Special Services	
Total Project	

Services	Task Description	Labor				Expenses			Total					
		Kim Iles Project Manager	Kenneth King Senior Advisor	Thomas Jackson Project Engineer	Patrick Garnett Construction manager	Kenneth Barnes RPR	Total Hours	Total Labor Effort		Tech Charge	Miles	Total Expense Effort		
Basic	Construction Phase Engineering	\$210	\$281	\$160	\$281	\$144								
Basic	Additional PM/Coordination time	96		48			144							
Basic	Additional biweekly meetings/site visits	104	26	26			156							
Special	Construction Management and Inspection				192	2,400	2,592							
	Total Hours / Quantity	200	26	74	192	2,400	2,892							
	Total Effort	\$ 42,000	\$ 7,306	\$ 11,840	\$ 53,952	\$ 345,600	\$ 460,698	\$ 24,582	\$ 31,695	\$ 56,277	\$ 516,975			