



September 20, 2017

Mr. Kevin Padgett
Director of Public Works
City of Seabrook
1100 Red Bluff
Seabrook, Texas 77586

VIA EMAIL

Re: **State Highway 146: From Red Bluff Road to South of NASA Road 1**
TxDOT CSJ: 0389-05-088
Conflict Assessment, Relocation Design and Utility Agreement Preparation for Water and
Sanitary Sewer Utilities
Proposal for Professional Engineering Services

Dear Mr. Padgett:

Cobb, Fendley & Associates, Inc. ("CobbFendley") is pleased to submit this proposal for professional engineering services to assist the City of Seabrook ("Client") with conflict assessment, relocation design for water and sanitary sewer utility conflicts and utility agreement preparation with TxDOT's future road construction of State Highway 146 (SH146). The proposed scope of services, basis of compensation and schedule are outlined below for your review.

CobbFendley's services are to be performed for the sole benefit of Client, who shall be responsible for payment of those services. When accepted by the signature of Client's authorized representative, the authorization and the documents referenced herein shall constitute the entire agreement between Client and CobbFendley with respect to this project.

SCOPE OF SERVICES

The specific tasks to be performed by CobbFendley in conjunction with this project are limited to the following:

1. Utility Agreement Assembly Preparation:

- CobbFendley shall provide assistance in the preparation of a Notification of Consultant Procurement to TxDOT.
- CobbFendley shall assist Client in the utility agreement assembly preparation including completing the Utility Agreement, Joint Use Acknowledgement, cost estimate, attachments and the Relocation Plan Exhibits that conform to TxDOT's required format.
- CobbFendley will assist Client in documenting all project progress and completing regular (monthly) applications to TxDOT for reimbursement of funds expended in the project. This task will commence with the authorization of services by the Client and run through the end

of the project and final application for reimbursement. *(This is for items of the project that are considered reimbursable due to existing utilities located in standalone easements dedicated directly to the City of Seabrook.)*

CobbFendley will participate in the following meetings:

- a. Conduct a Preliminary and Final meeting with Client to review and approve the Utility Agreement.
- b. Conduct a meeting with TxDOT's Right of Way/Utilities Department to review and obtain approval of the Utility Agreement.
- c. Attend TxDOT's utility coordination meetings at 60% and 90%.
- d. CobbFendley will prepare a conflict assessment list that identifies the physical and constructability conflicts between TxDOT's proposed roadway system and the Client's existing facilities. The conflict list will be itemized according to TxDOT's project baseline. CobbFendley will update the conflict list throughout the project at 60%, 90% and 100% design milestones.
- e. CobbFendley will recommend design alternatives to TxDOT if available to eliminate conflict locations.
- f. CobbFendley may also recommend utilizing additional SUE at these locations to verify the horizontal and vertical elevations of the facilities.

2. Relocation Design:

- A. CobbFendley will prepare plans, specifications and an estimate (PS&E) for Client's water and sanitary facilities that are in conflict with TxDOT's proposed roadway construction. The limits of the relocation are from Red Bluff to South of NASA Road 1 and are illustrated on the attached Exhibit B. Client's relocations will be included in TxDOT's PS&E for their contractor to construct with Client's inspection oversight.

Based on the most current TxDOT plans, 60% design milestone, it is estimated for the relocation design plan set to include 9,000 LF of water line including three (3) 300-450 LF crossings under SH146 with the necessary gate valves, service lines, fire hydrants and steel casings. Will also include approximately 4,075 LF of sanitary sewer gravity line, 3,300 LF of sanitary sewer force main and three (3) 300-400 LF crossings under SH146 with necessary manholes, air release valves, steel casings, dewatering and bypass pumping.

CobbFendley will utilize all survey data, geotechnical reports, subsurface utility engineering (SUE) investigations and CAD drawings provided by TxDOT to prepare the following construction plan documents.

CobbFendley's deliverables for the relocation plan set will consist of the following items:

- General Notes (Water and Sanitary) – 2 Sheets,
- Summary of Quantities – 1 Sheet,
- Western Right of Way (R.O.W.) Plan and Profiles – 6 Sheets,
- Eastern Right of Way (R.O.W.) Plan and Profiles – 16 Sheets,
- Water Utility Crossing Plan and Profiles – 3 Sheets,
- Sanitary Sewer Utility Crossing Plan and Profiles – 3 Sheets

- Water Details – 2 Sheets,
- Sanitary Sewer Details – 2 Sheets,
- Engineers Construction Cost Estimate.
- Specifications (Using TxDOT's Spec Numbers)

Note: Plan and Profiles Sheets are based on 1:50 Scale

- B. CobbFendley will conduct or attend the following meetings and correspondence:
- Kick-off meeting with Client
 - Obtain electronic files and documents from TxDOT.
 - Attend TxDOT's 60%, 90% and 100% design milestone meetings and the pre-construction meeting.
 - Conduct 60% and 90% relocation design review meetings with Client.

3. Survey:

- A. As necessary CobbFendley Surveyor will obtain additional survey data to supplement TxDOT provided information for areas outside TxDOT's R.O.W. that are key to reconnecting utilities to existing facilities. These items include, but are not limited to: manhole flowline elevations, Lift Station elevations, services clean out locations, service water meters and easement/property line verifications. These services will be used on an as needed basis.

Other Services (To Be Provided Only If Requested and Authorized By Client)

CobbFendley may perform the services listed below if requested and authorized by the Client by execution of a Supplement to the Original Agreement.

- Surveying and Staking.
- Conflict Assessments for TxDOT revisions to plans in addition to standard design milestones.
- Revisions to Utility Plans in addition to those associated with the standard design milestones.
- Assistance in the preparation of a TxDOT Advanced Funding Agreement (AFA)
- Construction Phase Services (includes: Construction Administration, Construction Management and Construction Inspection)

EXCLUSIONS FROM THE SCOPE OF SERVICES

Specific items excluded from this proposal are as follows, and CobbFendley shall have no responsibility to perform any of these services.

1. Bid Phase
2. Geotechnical Investigation beyond what was provided by TxDOT
3. Subsurface Utility Engineering (SUE) beyond what was provided by TxDOT
4. Any service not specifically listed in the Scope of Services.



BASIS OF COMPENSATION

CobbFendley proposes to perform the described Scope of Services for the following fees:

- 1. Utility Agreement Assembly Preparation - *Hourly (Not to Exceed)* \$20,620
 - 2. Relocation Design (*Lump Sum*) \$253,040
 - 3. Survey – *Hourly (Not to Exceed)*..... \$10,000
- Subtotal..... \$283,660**

Reimbursable Expenses

Reproduction, mileage, delivery charges, etc. \$1,000

TOTAL Including Reimbursable..... \$284,660

The work outlined in the Scope of Services can be provided for a not to exceed fee of **Two Hundred Eighty-Four Thousand Six Hundred Sixty Dollars (\$284,660)**. Reimbursable expenses associated with the performance of services will be invoiced at cost + 10%. Monthly invoices will be issued by CobbFendley for all work performed. Hourly services will be charged according to those personnel directly involved in providing the service, and will be rounded to the nearest half hour, as per the Professional Services Agreement with the City of Seabrook, dated October 2004.

SPECIAL PROVISIONS

CobbFendley will perform only such Additional Services, as are specifically agreed to in writing by Client and CobbFendley on the Supplement to Original Agreement form, a copy of which is attached

PROPOSAL ACCEPTANCE

If this proposal is agreeable to you, please indicate your acceptance by signing in the space provided below and return one copy to us for our file. This proposal is void if not accepted within thirty days of the date hereon. As always CobbFendley appreciates the opportunity to propose professional engineering services to the City of Seabrook and we look forward to serving you on this project.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.

Charles M. Eastland, P.E.
Principal

This Proposal Accepted By:

CITY OF SEABROOK

Signature

THOMAS G. KOLUPSKI

Print Name

MAYOR

Title

Attachments

cc: Gayle Cook – City of Seabrook
Brian Craig, P.E. – City of Seabrook

10-3-17
Date of Authorization



**SUPPLEMENT NO. ___ TO ORIGINAL AGREEMENT
DATED _____**

Project No.: _____
Project Title: _____
Client or Responsible Party: _____
Date: _____
Clients' Authorizing Agent: _____
Telephone No.: _____
Fax No.: _____
Address: _____
CFA Project Manager: _____

Scope of Additional Services: _____

Additional Services Requested By:

- Fax From _____ Dated _____
- Phone Conversation with _____ on _____
- Direct Contact with _____ on _____

The fee for the above services will be billed according to the following:

- A fixed fee in the amount of _____ to be paid in addition to the full amount of the original agreement.
- A budgeted fee in the amount of _____ to be billed on an hourly basis according to the attached rate schedule that will be paid in addition to the full amount of the original agreement.
- Estimated reimbursable expenses of _____ covering reproduction, mileage, delivery charges, etc. to be billed in accordance with the attached rate schedule.

Execution of this document and return by facsimile to Cobb, Fendley & Associates, Inc. will serve as authorization for CobbFendley to perform additional services and the Client agrees to pay the additional fee referenced above. Activities associated with the additional services will not commence until CobbFendley receives this document executed by the responsible party.

The provisions of the Authorization for Professional Services as well as General Terms and Conditions of the Authorization for Professional Services, attached to the original agreement, apply to this Supplement.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.

This Supplement Accepted By:

(NAME)
(TITLE)

Signature

Print Name

Title

Date of Authorization

EXHIBIT B



EXHIBIT B



EXHIBIT C
Preliminary Opinion of Probable Construction Cost Estimate

WATER UTILITES

Description	Quantity	Unit	Unit Price	Total Cost
12-Inch PVC Water Line	7100	LF	\$ 90.00	\$ 639,000.00
12-Inch PVC Water Line (Trenchless)	1600	LF	\$ 120.00	\$ 192,000.00
12-Inch PVC Water Line inside 24" Casing,	300	LF	\$ 675.00	\$ 202,500.00
Wet Connection to Existing 12" WL	1	EA	\$ 3,500.00	\$ 3,500.00
Wet Connection to Existing 10" WL	1	EA	\$ 3,000.00	\$ 3,000.00
Wet Connection to Existing 8" WL	2	EA	\$ 2,500.00	\$ 5,000.00
Wet Connection to Existing 6" WL	1	EA	\$ 2,000.00	\$ 2,000.00
12-Inch Gate Valve and Box	11	EA	\$ 2,000.00	\$ 22,000.00
Fire Hydrants	15	EA	\$ 4,500.00	\$ 67,500.00
Meters and Service Lines	14	EA	\$ 2,500.00	\$ 35,000.00
Project Contingencies (20%)				\$ 234,300.00
SubTotal Water Distribution Items				\$ 1,405,800.00

TXDOT CROSSINGS

Description	Quantity	Unit	Unit Price	Total Cost
TXDOT CROSSING: 12-Inch PVC Water Line inside 24" Casing, Bore & Jack (SH 146 @ Towers Blvd)	300	LF	\$ 675.00	\$ 202,500.00
TXDOT CROSSING: 12-Inch PVC Water Line inside 24" Casing, Bore & Jack (SH 146 @ NASA Rd 1)	450	LF	\$ 675.00	\$ 303,750.00
TXDOT CROSSING: 24" Split Casing on 12-Inch PVC Water Line by Open Cut (SH 146 @ Repsdorph)	350	LF	\$ 360.00	\$ 126,000.00
Wet Connection to Existing 12" WL	6	EA	\$ 3,500.00	\$ 21,000.00
12-Inch Gate Valve and Box	6	EA	\$ 2,000.00	\$ 12,000.00
Project Contingencies (20%)				\$ 133,050.00
SubTotal Water Crossings Items				\$ 798,300.00
Total Water Items				\$ 2,204,100.00

SANITARY SEWER UTILITES

Description	Quantity	Unit	Unit Price	Total Cost
12-Inch Sanitary Sewer (Gravity)	3700	LF	\$ 130.00	\$ 481,000.00
18-Inch Sanitary Sewer (Gravity)	375	LF	\$ 150.00	\$ 56,250.00
Manholes	13	EA	\$ 4,000.00	\$ 52,000.00
12-Inch FM (Open Cut)	3300	LF	\$ 100.00	\$ 330,000.00
Air Release MH	5	EA	\$ 5,200.00	\$ 26,000.00
Tie 12-Inch FM to Bayview LS	1	LS	\$ 12,000.00	\$ 12,000.00
Tie 12-Inch SS Line to Bayview LS	1	LS	\$ 18,500.00	\$ 18,500.00
Tie 6-Inch FM to 12-Inch FM	1	LS	\$ 11,000.00	\$ 11,000.00
Tie 10-Inch FM to 12-Inch FM	1	LS	\$ 15,000.00	\$ 15,000.00
Abandon Lift Station	1	LS	\$ 45,000.00	\$ 45,000.00
Dewatering	7375	LF	\$ 25.00	\$ 184,375.00
Bypass Pumping	210	DAYS	\$ 1,250.00	\$ 262,500.00
Project Contingencies (20%)				\$ 298,725.00
Total Wastewater Collections Items				\$ 1,792,350.00
TXDOT CROSSINGS				
Description	Quantity	Unit	Unit Price	Total Cost
TXDOT CROSSING: 12-Inch FM w/~24-Inch Steel Casing, Bore & Jack (SH 146 @ Bayview Dr)	300	LF	\$ 675.00	\$ 202,500.00
TXDOT CROSSING: 12-Inch FM w/~24-Inch Steel Casing, Bore & Jack (SH 146 @ NASA Rd 1)	400	LF	\$ 675.00	\$ 270,000.00
TXDOT CROSSING: 12-Inch FM w/~24-Inch Steel Casing, Bore & Jack (SH 146 @ Repsdorff)	350	LF	\$ 675.00	\$ 236,250.00
12" Tie into existing 12-Inch FM	6	EA	\$ 3,500.00	\$ 21,000.00
Air Release MH	3	EA	\$ 5,200.00	\$ 15,600.00
Project Contingencies (20%)				\$ 149,070.00
Total Wastewater Crossings Items				\$ 894,420.00
Total Wastewater Items				\$ 2,686,770.00

TOTAL WATER & SANITARY SEWER CONSTRUCTION COST	\$ 4,890,870.00
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