

RESOLUTION NO. 20-2009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE THE STANDARD UTILITY AGREEMENT SUPPLEMENTAL AGREEMENT NO. 2 WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR PROVIDING ADDITIONAL SURVEY SERVICES FOR THE LBJ (MESQUITE SECTION) PHASES 2 AND 2B PROJECT IN AN AMOUNT NOT TO EXCEED \$44,580.00.

WHEREAS, the City of Mesquite (the "City") wishes to improve traffic flow along Interstate 635 between U.S. Highway 80 and north of Town East Boulevard; and

WHEREAS, the City requested that the Texas Department of Transportation ("TxDOT") allow the City to participate in said improvements by funding the engineering design and construction costs associated with the Interstate 635 improvements between U.S. Highway 80 and north of Town East Boulevard; and

WHEREAS, the project includes reconstructing the Town East Boulevard bridge and realigning Town East Boulevard under the bridge, relocating four entrance/exit ramps, adding two ramps, adding a northbound and southbound auxiliary lane to Interstate 635, replacing the Towne Centre Drive bridge and relocation of existing utilities; and

WHEREAS, TxDOT determined that such participation is in the best interest of the citizens of the State; and

WHEREAS, the City Council approved the Advance Funding Agreement with TxDOT for the reconstruction of the LBJ (Mesquite Section) Phases 2 and 2B project ("Project"); and

WHEREAS, the City Council approved the Standard Utility Agreement with TxDOT to provide additional engineering design for the utility relocations of all franchise and City-owned facilities within the Project limits; and

WHEREAS, the City Council approved the Standard Utility Agreement Supplemental Agreement No. 1 for the Advance Funding Agreement with TxDOT providing for voluntary utility relocation contributions on State highway improvement projects for the relocation of franchised utility facilities impacted by the reconstruction of the Project; and

WHEREAS, TxDOT has requested that the City provide for additional survey services for the Project in an amount not to exceed \$44,580.00; and

WHEREAS, TxDOT will reimburse the City for this additional work in an amount not to exceed \$44,580.00.

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

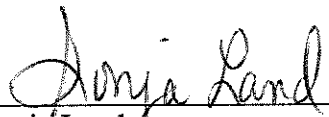
SECTION 1. That the Mayor is hereby authorized to execute the Standard Utility Agreement - Supplemental Agreement No. 2, attached hereto as Exhibit "A," with the State of Texas through the Texas Department of Transportation ("TxDOT") for providing additional survey services for the LBJ (Mesquite Section) Phases 2 and 2B in an amount not to exceed \$44,580.00.

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 15th day of June, 2009.




John Monaco
Mayor

ATTEST:



Sonja Land
City Secretary

APPROVED:



B. J. Smith
City Attorney



STANDARD UTILITY AGREEMENT SUPPLEMENTAL AGREEMENT NO. 2 TO U-10232

District: Dallas
Federal Project No.: NH 2004 (230)
ROW CSJ: 2374-02-112
Proposed Highway Project Letting Date: October 2005

County: Dallas
Highway: IH 635
From: North of Town East Blvd.
To: US 80

THIS SUPPLEMENTAL AGREEMENT by and between the State of Texas ("**State**") and City of Mesquite ("**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 November 17, 2004 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: Additional time is required to adequately complete the utility as built services portion of the contract due to the utility relocation schedule exceeding the original base estimation of hours. Originally, all utilities were planned to be constructed concurrently; however, the planned construction schedule and traffic control plan were modified to allow for separate construction phasing for each utility which prolonged the surveying services needed to produce final utility as built drawings, 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 to a total of \$1,987,377.30 from an original amount of \$1,942,797.30 for an increase of \$44,580.00 due to changes in the utility construction schedule resulting in increased as built surveying costs. A revised Attachment I form is included in this submittal as well. 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.

UTILITY

Utility: City of Mesquite

By: *John Monaco*
John Monaco

Title: Mayor

Date: June 15, 2009

EXECUTION RECOMMENDED:

James M. White
ROW Administrator, Dallas District *

<p style="text-align: center;">THE STATE OF TEXAS</p> <p>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.</p> <p>By: <u><i>[Signature]</i></u> FOR RIGHT OF WAY DIRECTOR*</p> <p>Date: <u>7/8/09</u></p>

* For locally-executed agreements, ROW Administrator recommends execution; otherwise District Engineer (or designee).

** For locally-executed agreements, District Engineer (or designee) approves and executes; otherwise ROW Division Director.

**IH 635 LBJ Freeway/Town East Blvd Interchange
As-Built Survey Additional Cost**

Original Fee	Hrly Rate	Projected Hrs	Total
Design Engr	\$ 75.00	24	\$ 1,800.00
Professional Engr	\$ 105.00	12	\$ 1,260.00
RPLS	\$ 85.00	36	\$ 3,060.00
3 Man Survey Crew	\$ 110.00	160	\$ 17,600.00
Survey Technician	\$ 65.00	80	\$ 5,200.00
CADD Draftsman	\$ 65.00	120	\$ 7,800.00
Original Grand Total			\$ 36,720.00

Additional Fee	Hrly Rate	Projected Hrs	Total
Design Engr	\$ 75.00	48	\$ 3,600.00
Professional Engr	\$ 105.00	6	\$ 630.00
RPLS	\$ 85.00	6	\$ 510.00
2 Man Survey Crew	\$ 105.00	336	\$ 35,280.00
Survey Technician	\$ 65.00	24	\$ 1,560.00
CADD Draftsman	\$ 65.00	24	\$ 1,560.00
Per Diem	\$ 35.00	12	\$ 420.00
Lodging	\$ 85.00	12	\$ 1,020.00
Additional Grand Total			\$ 44,580.00

City of Mesquite
Relocation Costs
LBJ/Town East Blvd Interchange
Summary of Costs
UA # 10232

Without Betterment		With Betterment	
C. Construction Cost	\$ 1,193,500.00	C. Construction Cost	\$ 1,290,355.00
D. Contract Engineering	\$ 619,601.00	D. Contract Engineering	\$ 619,601.00
E. City of Mesquite	\$ 71,610.00	E. City of Mesquite	\$ 77,421.30
TOTAL \$ 1,884,711.00		TOTAL \$ 1,987,377.30	

Betterment Credit Percentage Calculation

Relocation Cost Difference	\$	102,666.30
With Betterment Grand Total	\$	1,987,377.30

Betterment Credit **5.17%**
 To Be Paid By City of Mesquite

ESTIMATED REIMBURSABLE AMOUNT: \$ 1,884,711.00

City of Mesquite
LBJ/Town East Blvd Interchange
Cost Estimate (Without Betterment)
UA # 10232

A. Water Materials and Labor

Item	Unit	Qty	Unit Cost	Item Total
a. Town East Blvd. Relocations:				
18" Water Main (Open Cut)	LF	965	\$300.00	\$ 289,500.00
18" Water Main - Bored with 30" Casing	LF	446	\$450.00	\$ 200,700.00
12" Water Main (Open Cut)	LF	90	\$200.00	\$ 18,000.00
12" Tapping Sleeve & Valve	EA	4	\$2,500.00	\$ 10,000.00
2" Water Service	LF	110	\$45.00	\$ 4,950.00
Fire Hydrant	EA	4	\$2,500.00	\$ 10,000.00
18" Water Valve	EA	4	\$4,000.00	\$ 16,000.00
18" Tie-In to Existing Main	EA	2	\$3,500.00	\$ 7,000.00
DIP Fittings	TON	2	\$2,000.00	\$ 4,000.00
Manhole	EA	2	\$4,500.00	\$ 9,000.00
Subtotal				\$ 569,150.00
E&C Charge by State				\$ 56,915.00

Water Materials & Labor Total: \$ 626,065.00

B. Sanitary Sewer Materials and Labor

Item	Unit	Qty	Unit Cost	Item Total
a. Town East Blvd. Relocations:				
8" SDR 26 Sewer Main	LF	635	\$120.00	\$ 76,200.00
8" Sewer Main - Bored with 20" Casing	LF	677	\$350.00	\$ 236,950.00
6" Sewer Lateral	LF	150	\$80.00	\$ 12,000.00
Manhole	EA	7	\$5,000.00	\$ 35,000.00
b. Sanitary Sewer Crossing @ Sta 1050+00:				
8" Sewer Main - Bored with 20" Casing	LF	370	\$350.00	\$ 129,500.00
48" Standard Manhole	EA	2	\$5,000.00	\$ 10,000.00
48" Drop Manhole	EA	1	\$6,200.00	\$ 6,200.00
Abandon & Grout Existing Sewer Line	LS	1	\$10,000.00	\$ 10,000.00
Subtotal				\$ 515,850.00
E&C Charge by State				\$ 51,585.00

Sanitary Sewer Mat'ls & Labor Total: \$ 567,435.00

C. Construction Cost, Including E&C Charge by State

Item				Item Total
Water				\$ 626,065.00
Sanitary Sewer				\$ 567,435.00

Construction Cost Total:
(including E&C Charge by State) **\$ 1,193,500.00**

D. Contract Engineering (City of Mesquite, SBC, Oncor, and TXU Gas)

Item	Unit	Qty	Unit Cost	Item Total
Utility Relocation Plans	Lump Sum	1	\$ 619,601.00	\$ 619,601.00

Contract Eng Total: \$ 619,601.00

City of Mesquite
LBJ/Town East Blvd Interchange
Cost Estimate (Without Betterment)
UA # 10232

E. City of Mesquite

Item	%	Construction Cost	Item Total
Administration, Engineering Review	3.0%	\$ 1,193,500.00	\$ 35,805.00
Inspection (Force Account)	3.0%	\$ 1,193,500.00	\$ 35,805.00
City of Mesquite Total:			\$ 71,610.00

City of Mesquite
LBJ/Town East Blvd Interchange
Cost Estimate With Betterment
UA # 10232

A. Water Materials and Labor

Item	Unit	Qty	Unit Cost	Item Total
a. Town East Blvd. Relocations:				
18" Water Main (Open Cut)	LF	965	\$300.00	\$ 289,500.00
18" Water Main - Bored with 30" Casing	LF	446	\$450.00	\$ 200,700.00
12" Water Main (Open Cut)	LF	90	\$200.00	\$ 18,000.00
12" Tapping Sleeve & Valve	EA	4	\$2,500.00	\$ 10,000.00
2" Water Service	LF	110	\$45.00	\$ 4,950.00
Fire Hydrant	EA	4	\$2,500.00	\$ 10,000.00
18" Water Valve	EA	4	\$4,000.00	\$ 16,000.00
18" Tie-In to Existing Main	EA	2	\$3,500.00	\$ 7,000.00
DIP Fittings	TON	2	\$2,000.00	\$ 4,000.00
Manhole	EA	2	\$4,500.00	\$ 9,000.00
Subtotal				\$ 569,150.00
E&C Charge by State				\$ 56,915.00

Water Materials & Labor Total: \$ 626,065.00

B. Sanitary Sewer Materials and Labor

Item	Unit	Qty	Unit Cost	Item Total
a. Town East Blvd. Relocations:				
12" SDR 26 Sewer Main	LF	635	\$135.00	\$ 85,725.00
12" Sewer Main - Bored with 24" Casing	LF	677	\$425.00	\$ 287,725.00
6" Sewer Lateral	LF	150	\$80.00	\$ 12,000.00
Manhole	EA	7	\$5,000.00	\$ 35,000.00
b. Sanitary Sewer Crossing @ Sta 1050+00:				
12" Sewer Main - Bored with 24" Casing	LF	370	\$425.00	\$ 157,250.00
48" Standard Manhole	EA	2	\$5,000.00	\$ 10,000.00
60" Internal Drop Manhole	EA	1	\$6,200.00	\$ 6,200.00
Abandon & Grout Existing Sewer Line	LS	1	\$10,000.00	\$ 10,000.00
Subtotal				\$ 603,900.00
E&C Charge by State				\$ 60,390.00

Sanitary Sewer Mat'ls & Labor Total: \$ 664,290.00

C. Construction Cost, Including E&C Charge by State

Item				Item Total
Water				\$ 626,065.00
Sanitary Sewer				\$ 664,290.00

Construction Cost Total:
(including E&C Charge by State) **\$ 1,290,355.00**

D. Contract Engineering (City of Mesquite, SBC, Oncor, and TXU Gas)

Item	Unit	Qty	Unit Cost	Item Total
Utility Relocation Plans	Lump Sum	1	\$ 619,601.00	\$ 619,601.00

Contract Eng Total: \$ 619,601.00

City of Mesquite
LBJ/Town East Blvd Interchange
Cost Estimate With Betterment
UA # 10232

E. City of Mesquite

Item	%	Construction Cost	Item Total
Administration, Engineering Review	3.0%	\$ 1,290,355.00	\$ 38,710.65
Inspection	3.0%	\$ 1,290,355.00	\$ 38,710.65
City of Mesquite Total:			\$ 77,421.30

ATTACHMENT "I"

(to be used only for Inclusion in Highway Construction Contract)

In the best interest of both the **State** and the **Owner**, the **Owner** requests the **State** to include the plans and specifications for this work in the general contract for construction of Highway IH 635 in this area, so that the work can be coordinated with the other construction operations; and the construction contract is to be awarded by the **State** to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed.

Utility: City of Mesquite

By: 
Ted Barron

Title: City Manager

Date: 6-15-09

Note:

City of Mesquite (Owner) shall, as a part of their Utility Agreement, be responsible for the Engineering and PS & E preparation of ALL utility adjustments required within the limits of the above-mentioned project.

The **City of Mesquite (Owner)**, Inspection Cost, will be paid by a "Force Account" setup with the associated ROWCSJ: 2374-02-112, as a part of the construction contract.

*The cost for constructing **Owner's** facilities under this agreement will be derived from the accumulated total of utility items as set forth in the general construction contract, plus the indirect costs of the items below:*

The **City of Mesquite (Owner)** shall bill direct to the Utility Section of the Dallas District Right of Way Department, charges for Contract Engineering and Overhead, plus the Review costs by the city as shown.

Contract Engineering Costs**	\$619,601.00
Engineering Review, Overhead	<u>\$ 35,805.00</u>
Total	\$655,406.00

**Total Contract Engineering Costs have increased from \$575,021.00 to \$619,601.00 for additional as built costs

See attached "Cost Estimate" to provide the origin of costs listed above.