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December 5, 2024

Attention: Mr. Ed Kolacki
City of Temple Department of Public Works
3210 E. Avenue H
Building A, Suite 107
Temple, Texas 76501

Subject: Phase 4C Construction Phase Services - Extension

Dear Mr. Kolacki,

Jacobs Engineering Group Inc. (Jacobs) is pleased to submit this scope and fee proposal to provide additional engineering services related to the City of Temple's Bird Creek Interceptor Improvements project.

The project has experienced several delays resulting in the construction contract being extended by three months. Engineering services include Construction Administration by Jacobs Engineering staff for an additional two months through February 7th, 2025 (anticipated Final Completion Date) and Construction Observation by MRB staff for an additional four and a half months construction duration through February 7th, 2025.

We propose to complete the attached scope of work for an amount of \$61,442.00.

Thank you very much for allowing us to submit this proposal to you and please feel free to contact me should you have any questions or require additional information.

Yours sincerely



Jason Roberts, PE
West Central Manager of Projects
512.850.1910
jason.roberts@jacobs.com

ATTACHMENT A – SCOPE OF WORK

Amendment No. 23 Bird Creek Interceptor Improvements Construction Contract 4C –Construction Phase Services Extension Prepared By Jacobs Engineering Group Inc.

Project Description

The Bird Creek Interceptor is one of the primary wastewater collection lines through the City of Temple, traversing pastureland, park areas, neighborhoods, and golf courses. This interceptor, comprised of vitrified clay pipe and brick manholes, over the years has experienced numerous overflows due to excessive infiltration and inflow (I&I), lack of capacity and poor condition. The interceptor is approximately 5.3 miles long and about 50-years old.

The city's construction contractor has submitted and received approval to add 60 calendar days to the construction contract as a result of a private wastewater services near the apartment complex within the limits of construction. This amendment includes Jacobs Construction Phase Services for two months of construction for the period between December 1, 2024 and February 7, 2025 and MRB Construction Observations Services for three and a half months of construction for the period between the second week of October 2024 and February 7, 2025.

Additional tasks included in this Amendment No. 23 are summarized below in Section A:

A. CONSTRUCTION PHASE SERVICES (Construction Contract 4C) – 2 Month Duration

1. Project Management. Manage scope, schedule and budget of construction management phase and coordinate with City and sub consultants.
2. Construction Meetings – Conduct a monthly construction meeting (1 maximum), meeting will be conducted in-person in the field. Prepare meeting minutes and issue field inspection reports weekly during construction. Process pay applications and issue pay recommendations to the City monthly.
3. Construction Observation - provide on-site field representation assuming three and a half (3.5) months construction time with average observation of forty (40) hours per week with an average of five (5) observer per week for a month and a half, then periodic visits during the month of January by MRB Group. As construction progresses, a periodic review of the level of effort required to provide CO services will be made and discussed with the City PM. An effort to adjust the daily or weekly effort required to observe construction will be made to remain under the overall budget. If, however more than an average of one CO is required to adequately observe construction, a proposal for additional services will be made to the City PM. Prepare progress and inspection reports, identify and rectify noncompliant work, prepare punch list of deficient items and conduct final walkthrough.
 - i. If Professional is called upon to observe the work of construction contractor(s) for the detection of defects or deficiencies in such work, Professional will not bear any responsibility or liability for such defects or deficiencies or for the failure to so

detect. Professional shall have no influence over the construction means, methods, techniques, sequences or procedures. Construction safety shall remain the sole responsibility of the construction contractor(s).

- ii. Professional shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s) and shall not review their work for the purpose of ensuring their compliance with safety standards. Professional shall not assume any responsibility or liability for performance of the construction services, or for the safety of persons and property during construction, or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services.
- iii. If Professional is called upon to review submittals from construction contractors, Professional shall review and approve or take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. The Professionals' action shall be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in the Professionals' professional judgment to permit adequate review. Review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other details.

B. ASSUMPTION

- 1. No additional Requests for Information (RFI's), Shop Drawings or Submittals are anticipated and not included in this scope of work.
- 2. Project geotechnical engineer site visits are not included in this scope of work.
- 3. Plan as-built preparation and Warranty Period Site Visit are included in Amendment 21 and not included in this scope of work.
- 4. Each task will be performed one time. Jacobs staff will monitor both Jacobs and MRB effort on a monthly basis to ensure the level of effort reflects the assumptions included in this scope of work. At periodic intervals throughout the project, if the project requires a higher level of effort than that included in this scope of work, the Jacobs project manager will discuss the clients desired level of effort to complete the project. A level of effort greater than that shown in the attached fee spreadsheet may result in additional services.



Amendment No. 23 - Construction Contract 4C Construction Phase Services - Extension

Scope Item	Description	Project Principal	Project Manager	Project Engineer	EIT	CADD Designer	Clerical	Total Jacobs	MRB Group	Expenses	Sub Consultant Markup	Total Services
Construction Phase Services (Construction Contract 4C - 2 Month Extension)												
A. Construction Phase Services (2 Month duration)												
1	Project Management	2	16				2	\$ 4,402.00		\$ -	\$ -	\$ 4,402.00
2	Construction Meetings (2 Monthly Meetings, all in-person)		2	12			2	\$ 1,992.00		\$ 306.00	\$ -	\$ 2,298.00
4	Construction Observation (3.5 Months)		3	6				\$ 1,341.00	\$ 50,858.00	\$ -	\$ 2,543.00	\$ 54,742.00
Subtotal		2	21	18			4	\$ 7,735.00	\$ 50,858.00	\$ 306.00	\$ 2,543.00	\$ 61,442.00
Total - Lump Sum		2	21	18			4	\$ 7,735.00	\$ 50,858.00	\$ 306.00	\$ 2,543.00	\$ 61,442.00



December 4, 2024

Mr. Jason Roberts, P.E., Manager
Water Infrastructure
Jacobs
2705 Bee Cave Road, 300
Austin, TX 78746

**RE: ADDITIONAL SERVICES, MODIFICATION NO 6
JACOBS SUBCONTRACT NUMBER 148039625
CONSTRUCTION OBSERVATION
CITY OF TEMPLE, BIRD CREEK WW INTERCEPTOR,
MRB Project No. 3626.22001**

Dear Mr. Roberts:

Due to project changes and contractor efforts, the anticipated part-time effort for our construction observers was actually a full-time effort. These changes resulted in more labor hours and costs than budgeted under Modification No 5, and MRB was asked to submit Modification No. 6 to complete the project. While Modification No 5 has a completion date of December 1, 2024, the additional budget authorized under Modification No 5 was expended by the second week of October 2024. This Modification No 6 will incorporate additional labor costs and will reflect a contract extension in time to January 31, 2024. This project is billed on an hourly not to exceed basis and therefore any unused budget will remain with the City of Temple.

As requested, this proposal is to allow MRB to continue to provide construction observation services under the terms of the above referenced subconsultant agreement. Our additional fee for this additional time of service is based on the following:

- The direction we have been given for the level of effort to complete this project is to keep the same level of effort as required since November 4 until the mid-month in December, and
- After mid-December assume half the prior level of effort would be required to complete the project until the last day of January 2024.
- Total Fee Increase to accomplish this work as directed for additional labor and travel is \$50,858

Our current billing rates are as follows:

Construction observer:	\$130 per hour
Sr Project Manager:	\$275 per hour
Mileage:	\$0.67 per mile (current federal mileage rate)



Thanks for the opportunity to work on this project with Jacobs. Please let me know if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink that reads "Thomas E. Caponi".

Thomas E. Caponi, P.E.
Director of Southwest Operations