

RESOLUTION NO. R-2021-68

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDED A CONTRACT WITH MYERS CONCRETE CONSTRUCTION IN THE AMOUNT OF FIVE HUNDRED NINETY-SIX THOUSAND FIVE HUNDRED FORTY-FIVE DOLLARS AND SEVENTY CENTS (\$596,545.70) FOR THE CONSTRUCTION OF THE RIVER LOOP SIDEWALK PROJECT, ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council understands the importance of public safety provided by performing infrastructure improvements that support improving mobility around the City; and

WHEREAS, The City Council understands improving mobility also improves residents' quality of life; and

WHEREAS, The City Council understands the importance of focusing on infrastructure improvements in the area of mobility; and

WHEREAS, The City of Bastrop and Bowman Consulting conducted a bid opening on June 17, 2021. After reviewing the bids and verifying references, Bowman Consulting is recommending award of a construction contract with Myers Concrete Construction for the construction of the River Loop Sidewalk Project.


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

Section 1: That the City Manager will execute the Construction Contract Agreement attached as Exhibit A, in the amount of five hundred ninety-six thousand five hundred forty-five dollars and seventy cents (\$596,545.70).

Section 2: That this Resolution shall take effect immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 13th day of July, 2021.

APPROVED:



Connie B. Schroeder, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney

EJCDC
STANDARD FORM OF AGREEMENT BETWEEN
OWNER AND CONTRACTOR FOR CONSTRUCTION
CONTRACT

THIS AGREEMENT is by and between City of Bastrop
(Owner) and Myers Concrete Construction
(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The project, Bastrop Riverloop sidewalk, consist of the construction of shared use path in the City of Bastrop, Tx. The project would be divided in two phases. Phase I is located from Eskew & 150 to Perkins & Tx. 71, and Phase II is located from College St & Water St. to Austin St. & Main St.
The length of the project is 2,423 LF and 848 LF for Phase I and Phase II respectively.

Contractor shall take special note that this is a Field Engineered project and that detailed design direction will be provided in the field by the Field Engineer during construction. The exhibits provided illustrate the general nature and configuration of the improvements and detailed design plans will not be provided.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Downtown Main Street Sidewalk and Roadway Improvements.

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by Bowman Consulting (Engineer) and Field Engineering direction will be provided by Engineer, who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 180 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 200 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.B:

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

UNIT PRICE WORK

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Estimated</u>
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See attached for contract Bid Form.

TOTAL OF ALL ESTIMATED PRICES	five hundred and ninety six thousand, five hundred and forty five dollars and seventy cents.	\$596,545.70
	(words)	(numerals)

B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0.00 percent per annum.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph

4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive).
2. Performance bond (pages 1 to 2, inclusive).
3. Payment bond (pages 1 to 2, inclusive).
4. General Conditions (pages 1 to 39, inclusive).
6. Supplementary Conditions (pages 1 to 5, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Attachments:
 - a. Special Provisions (pages 1 to 3, inclusive).
 - b. General Notes (pages 1 to 1, inclusive).
 - c. Program Maintenance Maps (sheets A to A3, inclusive).
 - d. Program Maintenance Basis of Estimate (pages 1 to 4, inclusive).
 - e. Program Preventative Maintenance Maps (sheets B to B3, inclusive).
 - f. Program Preventative Maintenance Basis of Estimate (pages 1 to 2, inclusive).
9. Addenda (numbers _____ to _____, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages _____ to _____, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed (pages 1 to 1, inclusive).
- b. Work Change Directives.
- c. Change Order(s).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Headings

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

10.06 Other Provisions

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____, (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

City of Bastrop

MYERS CONCRETE

By:

Paul H. [Signature]

By:

Randy Myers

Title:

City Manager

Title:

VP

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest:

Ann [Signature]

Attest:

Nicole [Signature]

Title:

City Secretary

Title:

OPC mgr.

Address for giving

Address for giving

P.O. Box 427

PO Box 2928

Bastrop, Tx 78702

Wimberley, TX. 78676

License No.:

33-1107017

(Where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

Agent for service or process:

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

ARTICLE 6 - BASIS OF BID

6.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

March 15th, 2020

Bastrop River Loop Sidewalk

Bid Form

Name of Company: Myers Concrete Construction, LP

Company Representative: Chase Botkin

Phone Number: 512.847.8000

Email Address: Chase@myersconcrete.com

Preparation and Demolition

Item Number	Description Code	Quantity	Unit	Description	Unit Price	Amount
1	A	303	SY	Remove Pavement	14.19	4,299.57
1	B	32.9	STA	Preparing Right of Way	427.89	14,077.58
2	A	166.38	SY	Removing Concrete (Pavement) up to R.O.W	25.85	4,300.92
2	C	753.73	SY	Removing Concrete (Driveways)	28.67	21,609.44
2	D	65	LF	Remove Concrete (Curb and Gutter)	10.75	698.75
2	E	6	SY	Removing Concrete Ramp	143.36	860.16
3	A	116	SY	Removing Slab Base and Asphalt Pavement (2"-6")	40.82	4,735.12
SUBTOTAL						50,581.54

Construction

Item Number	Description Code	Quantity	Unit	Description	Unit Price	Amount
4	A	304	CY	Grade Channel	21.21	6,447.84
5	A	372	SY	HMAC (TY-D PG70-22)	34.35	12,778.28
6	A	5	EA	Concrete Bridge	4,639.74	23,198.70
7	A	958	LF	Cut or Fill Wall (6" to 36" Height)	55.99	53,638.42
8	A	266	LF	Handrail Type A	113.98	30,212.28
9	A	44	LF	Concrete Curb & Gutter (TY II)	46.71	2,055.24
10	A	606	SY	Concrete Driveways	88.57	53,673.42
11	A	6	EA	Curb Ramps (Type 7)	1,804.86	10,827.36
14	A	189	CY	Embankment (Final, Ord Comp, Type B)	85.36	16,133.04
15	A	1	LS	Mobilization	30,000.00	30,000.00
16	A	1	EA	Survey and Stake Right of Ways	2,429.25	2,429.25
17	A	9	MO	Barricades, Signs, and Traffic Handling	1,619.50	14,575.50
22	A	2,350	SY	Concrete Sidewalks 5"	66.43	156,580.50
SUBTOTAL						412,549.75

Bastrop River Loop Sidewalk
Bid Form

Signing & Markings

Item Number	Description Code	Quantity	Unit	Description	Unit Price	Amount
12	A	2	EA	Relocate Sign	250. ⁰⁰	500. ⁰⁰
13	A	380	LF	Reflective Pavement Marking Type I	8. ¹⁰	3,078. ⁰⁰
13	B	1	EA	Reflective Pavement Type I (Symbol Only)	809. ⁷⁵	809. ⁷⁵
21	A	1	EA	ADA Sign with Aluminum Pole	1,611. ⁴⁰	1,611. ⁴⁰
SUBTOTAL						5,999. ¹⁵

Erosion & Sedimentation Control

Item Number	Description Code	Quantity	Unit	Description	Unit Price	Amount
18	A	4,255	SY	Block Sodding	8. ¹⁰	34,465. ⁵⁰
19	A	1,643	LF	Temp Sediment Control Fence Install	5. ²⁶	8,642. ¹⁸
19	B	1,643	LF	Temp Sediment Control Fence Remove	1. ⁶²	2,661. ⁶⁴
19	C	326	LF	Inlet Protection	5. ²⁶	1,714. ⁷⁶
20	A	87	LF	Rock Berm	56. ⁶⁸	4,931. ¹⁴
SUBTOTAL						52,415. ²⁶

Summary

	Preparation and Demolition	50,581. ³⁴
	Construction	412,549. ⁷⁵
	Signing & Markings	5,999. ¹⁵
	Erosion & Sedimentation Control	52,415. ²⁶
	Allowance for Field Eng./Field Changes	\$75,000.00
	Sub-Total:	
	TOTAL :	596,545. ⁷⁰