

RESOLUTION NO. R-2022-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A PROFESSIONAL SERVICES CONTRACT WITH DIAL DEVELOPMENT SERVICES, LTD. TO PROVIDE THE SERVICES OF CONSTRUCTION MANAGEMENT AND INSPECTION TO A NOT TO EXCEED AMOUNT OF TWO HUNDRED THOUSAND DOLLARS (\$200,000); 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 value in managing growth for future generations; and

WHEREAS, the City of Bastrop understands the importance of focusing on providing timely and quality construction management and inspection services for public infrastructure from private development projects to ensure the approved plans are followed; and

WHEREAS, the City of Bastrop City Council has unequivocally committed to fiscal sustainability, responsibly managing growth, and taking definitive action towards lasting solutions; and

WHEREAS, the City of Bastrop chooses to approve a professional services contract with Dial Development Services; and

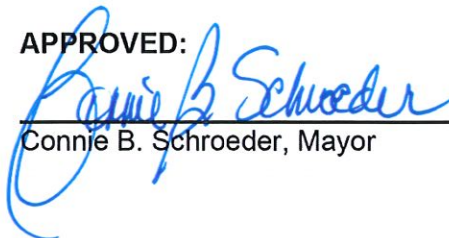
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:

Section 1. That the City Manager is hereby authorized to execute a Professional Services Contract to a not to exceed amount of two hundred thousand dollars (\$200,000).

Section 2. 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, Texas this 11th day of January 2022.

APPROVED:



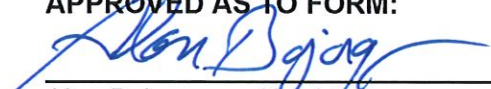
Connie B. Schroeder, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney

CITY OF BASTROP
STANDARD CONTRACT FOR GENERAL SERVICES

Over \$50K
(8-16-2021)

This General Services Contract ("Contract") is entered by and between the **City of Bastrop**, a Texas Home-Rule Municipal Corporation (the "City"), and **Dial Development Services, Ltd. ("DDS")**, acting by (the "Contractor" or "DDS"), and together with the City jointly referred to as the "Parties," for the following work described on the Scope of Services, Exhibit A-2, attached and incorporated herein to this Contract (the "Work" or "Project" or "Task Order").

I. General Information and Terms.

Contractor's Name and Address:	Dial Development Services, Ltd. P.O. Box 608 Del Valle, TX 78617 Attn: Robert Dial
General Description of Services:	Professional Services
Maximum Contract Amount:	\$200,000.00
Effective Date:	On the latest of the dates signed by both parties.
Termination Date:	See II.D.

Contract Parts: This Contract consists of the following parts:

- I. General Information and Terms
- II. Standard Contractual Provisions
- III. Additional Terms or Conditions
- IV. Additional Contract Documents
- V. Signatures

II. Standard Contractual Provisions.

A. Services Provided. DDS will provide to the City the professional services ("Services") described in the Scope of Services, Exhibit A-2 attached and incorporated herein to this Contract under the terms and conditions of this Contract.

B. Billing and Payment. DDS will bill the City for the Services provided at intervals of at least 30 days of receipt of Contractor's invoices, except for the final billing. The City will pay the Contractor within 30 days of receipt of Contractor's invoices for the Services provided for in

this Contract with current revenues available to the City, but all of the City's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the Government Code. The City shall have the right to withhold payment, or any part thereof, of any of invoice presented by Contractor until resolution providing reasonable verification of the correctness thereof of is reached. The City shall notify the Contractor, in writing, of the disputed amount within thirty (30) days. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any bill.

C. Task Orders and Executed Contract.

(1) A request for Work ("Task Order" or Work Order") may be submitted to the City on a request for Work or purchase order. Each such request for Work shall be deemed a two-party agreement between Contractor and the City and shall be deemed to incorporate and shall be subject to all the terms and conditions of this Contract. When issued, such Work Orders are non-binding, negotiable offers and are subject to their express terms. Such offers become a binding Work Order only after the City and Contractor have mutually agreed to all material terms and conditions concerning the requested services, materials, products, or equipment. No modification, variation or amendment to any Work Order shall be effective unless reduced to writing and signed by authorized representatives of the City and Contractor. If there is conflicting language between a Work Order and this Contract, this Contract shall govern. The Task Order or Work Order shall be attached and incorporated herein as Exhibit A-4. The total amount of the task order(s) during the contract duration cannot exceed the maximum contract amount listed in Paragraph I. General Services.

(2) The "Notice to Proceed" will not be given nor shall any Services commence until this Contract is fully executed and all exhibits and other attachments are completely executed and attached to this Contract.

D. Termination Provisions.

(1) Unless terminated earlier as allowed by this Contract, this Contract terminates:

- (a) On the termination date, if any, specified in the General Information in Part I, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or
- (b) If there is no termination date specified in the General Information in Part I, the Contract terminates when both parties have completed all their respective obligations under the Contract.

(2) The City Manager may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than five (5) business days prior to

the termination date, but the City will pay the Contractor for all Services rendered in compliance with this Contract up to the date of termination. The City may terminate the Contract anytime if the City does not have available funds pursuant to Texas Government Code Chapter 2251.

(2a) DDS may terminate this Contract during its term at any time for any reason by giving written notice to the City of Bastrop no less than thirty (30) calendar days prior to the termination date.

(3) If the City Council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution).

E. Delays. Contractor shall have no damages for delay or hindrance. In the event of delay or hindrance not the fault of Contractor, an extension of time shall be the Contractor's sole remedy.

F. Independent Contractor. It is understood and agreed by the Parties that the Contractor is an independent contractor retained for the Services described in the Scope of Services, Exhibit A-2, attached and incorporated herein. The City will not control the manner or the means of the Contractor's performance but shall be entitled to work product as detailed in the Exhibit A-2. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture. Services performed by the Contractor under this Contract are solely for the benefit of the City. Nothing contained in this Contract creates any duties on the part of the Contractor toward any person not a party to this Contract. No person or entity not a signatory to this Contract shall be entitled to rely on the Contractor's performance of its Services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

G. Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

H. Assignment. The Contractor may not assign this Contract without the City's prior written consent.

I. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction

located in or having jurisdiction in Bastrop County, Texas.

J. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

K. Dispute Resolution Procedures. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

L. Attorney's Fees. Should either party to this Contract bring suit against the other party for any matter relating to this Contract, the prevailing Party shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

M. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY, INCLUDING REIMBURSEMENT OF REASONABLE ATTORNEY'S FEES AND COST IN PROPORTION OF CONTRACTOR'S LIABILITY, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT ACT, ERROR, OR WILLFUL MISCONDUCT OF THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, OR ANYONE WHOM THE CONTRACTOR IS LEGALLY LIABLE FOR UNDER THIS CONTRACT.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES WHETHER UNDER BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, ENHANCED, TREBLE (OR STATUTORY EQUIVALENT), OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY OR LOSS OF PROSPECTIVE REVENUE, ARISING OUT OF THIS AGREEMENT OR ANY WORK OR SERVICES PERFORMED OR TO BE PERFORMED HEREUNDER.

N. RELEASE. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON, AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, OR ALLEGED TO BE CAUSED BY, THE NEGLIGENCE, RECKLESSNESS, OR WILLFUL MISCONDUCT OF CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS..

O. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

P. Conflicting Provisions. If there is a conflict between a provision in the Contractor's Additional Contract Documents or Task Orders and a provision in the remainder of this Contract, the latter controls.

Q. Documents and Data, Licensing of Intellectual Property, and Copyright. All Work progress and final documents and data produced by Contractor during the term of the Contract shall be and remain the property of the City. For purposes of this Contract, the term "Documents and Data" include any original work (the Work), reports, analyses, plans, drawings, designs, renderings, specifications, notes, summaries, charts, schedules, spreadsheets, calculations, lists, data compilations, documents, or any other material developed and assembled by or on behalf of the City in the performance of this Contract. It also includes any medium in which the Documents and Data are kept, including digitally, magnetically, or electronically. This Contract creates at no cost to the City, a perpetual license for the City to use any picture, video, music, brochure, writing, trademark, logo, or other work created by the Contractor for the use of the City, as a "work made for hire" as defined by federal copyright law. The City, as the author and owner of the copyright to the Work, may alter, reproduce, distribute, or make any other use of the Work as it deems appropriate.

R. Standard of Care for Architects and Engineers. Services must be performed with the professional skill and care ordinarily provided by competent licensed engineers or registered architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

S. Disclosure of Interested Persons for Council-Approved Contracts. Contracts that require City Council approval, such as contracts that exceed \$50,000, are subject to the requirements of Section 2252.908, Tex. Gov't Code. Under the provisions of this statute:

(1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;

(2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission), attached and incorporated herein as Exhibit A-1, that includes:

(a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and

- (b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

T. Compliance with Laws. The Contractor must comply with the federal, state, and local laws, rules and regulations applicable to the Project and its services under this Contract.

U. Prohibition on Contracts with Companies Boycotting Israel. Certain contracts for goods and services are subject to the requirements of Section 2270.002, Tex Gov't Code (H.B. 89, as amended by H.B. 793). Specifically, contracts for good and services that:

- (1) are between the City and a company with ten (10) or more full-time employees; and
- (2) have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the City.

Under the provisions of this statute, if the above conditions apply the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

If this is a contract to which the verification requirement applies, the City has approved a verification form which must be filled out and signed by the Contractor and submitted to the City at the time of execution of this Contract.

III. Additional Terms or Conditions.

Insurance

At all times this Agreement is in effect, Contractor shall maintain insurance of the types and amounts as those required in Exhibit B-1. All of Contractor's insurance policies in any way relating to the Work, whether or not required by this Agreement and regardless of the enforceability or validity of any of the indemnities or other assumptions of liability by Contractor, shall, to the full coverage limits of all such policies without any limitations based on the minimum requirements set forth above: (a) other than the worker's compensation insurance, name City Group as additional insureds on a broad form basis with such additional insured coverage including coverage for the sole or concurrent negligence of the additional insured and not being restricted to (i) "ongoing operations," (ii) coverage for vicarious liability, or (iii) circumstances in which the named insured is partially negligent; (b) provide for waiver of all rights of subrogation against City and the other members of City Group; and (c) be primary and

noncontributory as to all other policies (including any deductibles or self-insured retentions) and self-insurance that may provide coverage to any member of City Group, and shall be fully applied and exhausted before application of any applicable indemnity obligations of City or of any applicable insurance coverage provided by City or any other member of City Group.

A. Audit

Contractor shall, and shall ensure that its affiliates, subsidiaries, contractors, subcontractors, consultants, agents, and any other person associated with Contractor including those in Contractor Group, keep full and accurate books and records with respect to all Work performed, and all payments and expenditures in connection with this Agreement. The records to be maintained and retained by Contractor Group shall include, without limitation, (a) payroll records accounting for total time distribution of Contractor's employees working full or part time on the Project, as well as canceled payroll checks or signed receipts for payroll payments in cash; (b) invoices for purchases, receiving and issuing documents, and all other unit inventory records for Contractor's stores, stock, or capital items; (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other Third Parties' charges, including, but not limited to, Equipment rental; (d) travel and entertainment documentation, including, but not limited to, employee expense reports and Contractor facility usage reports; and (e) all field tickets or similar documentation evidencing the Work. The City shall have the right at all reasonable times, for a period of five (5) years from the completion of the Work, to audit and inspect such books and records (excluding trade secrets, formulas, confidential data, proprietary information, or processes).

B. Reports of Incidents

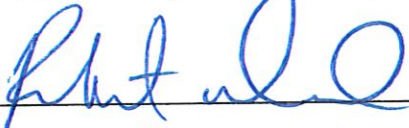
Within twenty-four (24) hours upon occurrence, Contractor shall provide in writing to the City notice and details of any accidents or occurrences resulting in injuries to persons, property, or pollution arising in any way arising out of or related to the Work whether done by Contractor or any subcontractor of Contractor or any other member of Contractor Group performing Work pursuant to this Contract. Contractor shall in writing within twenty-four (24) hours of any claim, demand, or suit that may be presented to or served upon it arising out of or as a result of Work.

IV. Additional Contract Documents. The following documents attached to this Contract are part of this Contract:

- EXHIBIT A-1: Certificate of Interested Parties (1295 Form)
- EXHIBIT A-2: Scope of Work
- EXHIBIT A-3: House Bill 89 Verification
- EXHIBIT A-4: Task Order #1
- EXHIBIT B-1: Requirements for General Services Contract

V. Signatures.

Dial Development Services, Ltd.

By: 

Printed Name: Robert Dial

Title: Vice President

Date: January 6, 2022

CITY OF BASTROP

By: 

Printed Name: Paul A. Hotmann

Title: City Manager

Date: 1/14/22

EXHIBIT A-1

Certificate of Interested Persons with Certification of Filing
(Form 1295)

(See Attached)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2021-835702

Date Filed:
12/29/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Dial Development Services, Ltd
Del Valle, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

The City of Bastrop

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

000 - Construction Inspection
Professional Services - Construction Management and Inspection

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Robert Dial, and my date of birth is 11/28/1980.

My address is P.O. Box 608, Del Valle, TX, 78617, U.S.A.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bastrop County, State of Texas, on the 3rd day of January, 20 22.
(month) (year)

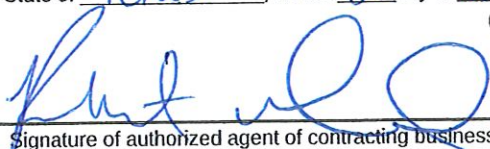

Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT A-2

Scope of Services dated December 22, 2021

(See Attached)

DIAL DEVELOPMENT SERVICES, Ltd.



P.O. Box 608
Del Valle, Texas 78617
(512) 589-3105



December 22, 2021

Ms. Fabiola M. de Carvalho
Director of Engineering and Capital Project Management
The City of Bastrop
P.O. Box 427
1311 Chestnut Street
Bastrop, Texas 78602

**Re: Proposal for Construction Management and Inspection Services
City of Bastrop – Task Order #1 Various Projects**

Ms. de Carvalho,

Dial Development Services, Ltd. is pleased to present this proposal for construction management and inspection services during the construction of ***“Task Order #1 Various Projects”*** as listed below. The scope of services proposed for this project will include the following:

Construction Management and Inspection – Visits to the site will be provided on an as needed basis to observe the construction in progress. The site visit will provide an inspection of materials, equipment and construction work for ascertaining that the work is in conformance with the contract documents and the plans. The Inspectors are expected to know how to read and interpret plans and specifications and be able to evaluate work performed by contractor and compare it to the contracts’ documents.

Daily Reports – Construction activities inspected will be summarized in a daily report for its respective inspection. The daily reports will assist our staff as well as the design team in troubleshooting problems and will serve as a comprehensive report of all issues encountered on the project and how they were corrected. Photo documentation will also be kept and available as part of the project documentation. Documentation will be uploaded to the City of Bastrop’s MyGov system.

Construction Materials Testing – We will witness all necessary QC testing and ensure that testing meets specifications or provide corrective action recommendations prior to proceeding with work when testing does not meet specifications.

Construction Phase Project Meetings – We will attend and maintain active involvement in any and all meetings related to the above referenced project activities during construction, as required. This includes pre-construction meetings, on-site troubleshooting meetings, substantial completion and final walkthroughs, including developing any punch lists and any other necessary construction related meetings as they arise.

Project Documentation – As described, copies of all relevant project documentation such as daily reports and photographs will be kept and compiled. Documentation will be uploaded to the City of Bastrop's MyGov system. Review operating and maintenance manuals; and ensure City received all required documentation prior to the Substantial Walkthroughs, and closeout of any project. Coordinate with project contractor/engineer's inspector, whichever is appropriate, on redlines for record drawings. Compare as built against redlines and request changes/adjustments where needed.

Construction Deficiencies – If construction deficiencies are noted during daily inspections, we will review the deficiencies and attempt to resolve the issues immediately with the contractor. Issues that cannot be resolved immediately will be discussed with the City Engineer, Director of Engineering and Capital Project Management, project owner or engineer and we will advise the owner or engineer of our opinion regarding the deficiency and the appropriate action.

Coordination of Stakeholders – As with all of our projects, Dial Development Services, Ltd. will make every attempt to include all of the project stakeholders in any given aspect of the project, as necessary. This serves to limit the number of possible issues that can arise during the project and keeps all parties current and fully informed of project progress and helps to identify potential issues that could arise. Coordinate with City Engineer and/or other contracted engineers, as well as project engineers, on a weekly basis or as needed, and provide any concerns to the Engineering and Capital Project Management Department. The Inspector shall not interact with public or reporters, but re-direct them to contact the Engineering and Capital Project Management Department.

Personnel and Equipment – Dial Development Services, Ltd. staff is highly experienced in construction inspection and management with over 75 years of combined experience. From standard specifications to community relations, we are seasoned in dealing with any issues that may arise during a project. Our staff has all of the necessary equipment to perform their job tasks in a safe, efficient and timely manner including but not limited to: industry standard personal protective equipment, various measurement devices pertinent to the project, and industry standard reporting materials. Key personnel resumes are available upon request.

Primary Points of Contact:

Robert Dial, R.A.S. #1379
(512) 589-3105
rdial@dldialassociates.com

David Dial
(512) 784-4546
ddial@dldialassociates.com

Proposed Project Budgets and Fee Schedule (Task Order #1):

Based on the scope of the work activities included, at the *current* standard rates of \$100/hour for principals/managers/lead inspector and \$90/hour for staff inspectors, as well as the current construction progress to date on each project, we propose the following “Task Order #1” NTE (not to exceed) budgets:

• <u>West Bastrop Village Section 1:</u>	<u>\$12,900.00</u>
• <u>West Bastrop Off-site Wastewater Line:</u>	<u>\$4,500.00</u>
• <u>Bastrop Grove Section 4 Phase 1A:</u>	<u>\$1,800.00</u>
• <u>Bastrop Grove Section 4 Phase 1B:</u>	<u>\$9,600.00</u>
• <u>Bastrop Grove Section 4 Phase 2:</u>	<u>\$29,500.00</u>
• <u>The Colony, current construction, (1F-1, 1C-1, 1C- 7,1B-4, 1B-5, 1B-6):</u>	<u>\$43,900.00</u>
• <u>Misc. Site Projects, Warranty Checks, and Program Development Tasks, as needed (for fiscal year ending 09.30.2022):</u>	<u>\$46,800.00</u>
<u>TASK ORDER #1 Total NTE Budget:</u>	<u>\$149,000.00</u>

The above project budgets include the scope of services described in this proposal for the “Various Projects via Task Orders (Task Order #1)” as listed in the “Proposed Project Budgets and Fee Schedule”. These proposed budgets cover the timeframe until the specific projects listed are fully completed and accepted for maintenance or until the contract expires at the end of the fiscal year on September 30, 2022, whichever occurs first.

Future potential projects shall be considered on an individual project basis and may be added to the original agreement through additional task orders. Dial Development Services, Ltd. proposes to do a cursory review of each new set of plans provided by the City of Bastrop on projects that the City of Bastrop is considering using our services. We will review proposed schedules, discuss the project with the engineer, and determine as much information as possible to provide a total project budget that includes the standard scope of services at the current proposed hourly rate. Dial Development reserves the right to increase rates on subsequent scope of service proposals and task orders. The budget will be a Not to Exceed (NTE) total that would be added to the agreement as described above. *The proposed project budget is not a lump sum. Services will be billed out at the proposed hourly rates against the budget until the project is completed. If the budget is set to run out, a supplemental agreement will be submitted requesting additional funds and describe the reason(s) for the request.*

Exclusions:

- Comprehensive Plan Review Services are not included in the scope of services provided in this proposal and shall be provided by executing separate agreements for such services.
- Additional time required on the project due to circumstances outside of our control, such as scheduling impacts, design conflicts, and significant changes to the project scope and/or duration will be performed at an additional cost to the proposed budget. Budget increases shall be executed via supplemental agreements to the original agreements that describe the reason(s) for the budget increase.
- Project Safety, SWPPP, Site Security, Public Access, and Traffic Control requirements are the sole responsibility of the contractor awarded the project and are not included in the scope of services provided in this proposal. A good faith effort will always be made to notify the contractor of any deficiencies.
- Submittal, RFI, and RFD reviews shall be performed by the design engineer or the City of Bastrop Engineering Department.

Please feel free to contact us if you have any questions or concerns regarding this proposal. We appreciate the opportunity to provide this valuable service and look forward to a successful partnership throughout the duration of this project and beyond.

Sincerely,

Dial Development Services, Ltd.

Accepted:

By: DL Dial & Associates LC, General Partner

By: 

By: 

Robert M. Dial, Vice President

Title: City Manager

EXHIBIT A-3

House Bill 89 Verification

(Not applicable)

House Bill 89 Verification Form

I, Not Applicable - See Terms (printed person's name), the undersigned representative of (Company or Business name) _____ (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE ____ day of _____, 20____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

EXHIBIT A-4

Task Order(s)

(See Attached)

Proposed Project Budgets and Fee Schedule (Task Order #1):

Based on the scope of the work activities included, at the *current* standard rates of \$100/hour for principals/managers/lead inspector and \$90/hour for staff inspectors, as well as the current construction progress to date on each project, we propose the following “Task Order #1” NTE (not to exceed) budgets:

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• <u>Bastrop Grove Section 4 Phase 1B:</u>	<u>\$9,600.00</u>
• <u>Bastrop Grove Section 4 Phase 2:</u>	<u>\$29,500.00</u>
• <u>The Colony, current construction, (1F-1, 1C-1, 1C- 7,1B-4, 1B-5, 1B-6):</u>	<u>\$43,900.00</u>
• <u>Misc. Site Projects, Warranty Checks, and Program Development Tasks, as needed (for fiscal year ending 09.30.2022):</u>	<u>\$46,800.00</u>
<u>TASK ORDER #1 Total NTE Budget:</u>	<u>\$149,000.00</u>

The above project budgets include the scope of services described in this proposal for the “**Various Projects via Task Orders (Task Order #1)**” as listed in the “Proposed Project Budgets and Fee Schedule”. These proposed budgets cover the timeframe until the specific projects listed are fully completed and accepted for maintenance or until the contract expires at the end of the fiscal year on September 30, 2022, whichever occurs first.

Future potential projects shall be considered on an individual project basis and may be added to the original agreement through additional task orders. Dial Development Services, Ltd. proposes to do a cursory review of each new set of plans provided by the City of Bastrop on projects that the City of Bastrop is considering using our services. We will review proposed schedules, discuss the project with the engineer, and determine as much information as possible to provide a total project budget that includes the standard scope of services at the current proposed hourly rate. Dial Development reserves the right to increase rates on subsequent scope of service proposals and task orders. The budget will be a Not to Exceed (NTE) total that would be added to the agreement as described above. *The proposed project budget is not a lump sum. Services will be billed out at the proposed hourly rates against the budget until the project is completed. If the budget is set to run out, a supplemental agreement will be submitted requesting additional funds and describe the reason(s) for the request.*

EXHIBIT B-1
REQUIREMENTS FOR GENERAL SERVICES CONTRACT

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City, including any delay periods. If the Project is not finalized and the insurance expires, Contractor is obligated to extend the insurance coverage. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Bastrop accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

- A. The City of Bastrop shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement**
- B. A waiver of subrogation in favor of The City of Bastrop shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
- C. All insurance policies shall be endorsed to the effect that The City of Bastrop will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.
- D. All insurance policies, which name The City of Bastrop as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- E. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
- F. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Bastrop of any material change in the insurance coverage.
- G. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
- H. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- I. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Bastrop.
- J. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
- K. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2016/03) Coverage must be written on an occurrence form.
- L. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
- M. Upon request, Contractor shall furnish The City of Bastrop with certified copies of all insurance policies.
- N. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Bastrop within ten (10) business days after contract award and prior to starting any work by the successful contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Bastrop, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Bastrop. The certificate of insurance and endorsements shall be sent to:

City of Bastrop
Engineering and Capital Project Management Department
P. O. Box 427
1311 Chestnut Street
Bastrop, TX 78602

INSURANCE REQUIREMENTS

Items marked "X" are required to be provided if award is made to your firm.
Coverages Required & Limits (Figures Denote Minimums)

- Workers' Compensation Statutory limits, State of TX.
- Employers' Liability \$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate
- Commercial General Liability:

		<u> </u> Very High/High Risk	<u> </u> <input checked="" type="checkbox"/> Medium Risk	<u> </u>
Low Risk	Each Occurrence	\$1,000,000	\$500,000	\$300,000
	Fire Damage	\$300,000	\$100,000	\$100,000
	Personal & ADV Injury	\$1,000,000	\$1,000,000	\$600,000
	General Aggregate	\$2,000,000	\$1,000,000	\$600,000
	Products/Compl Op	\$2,000,000	\$500,000	\$300,000
	XCU	\$2,000,000	\$500,000	\$300,000

- Automobile Liability: (Owned, Non-Owned, Hired and Injury & Property coverage for all)
- | | | | |
|------------------------|--------------------------------|---|--------------------|
| | <u> </u> Very High/ High Risk | <u> </u> <input checked="" type="checkbox"/> Medium Risk | <u> </u> Low Risk |
| Combined Single Limits | Combined Single Limits | Combined Single Limits | |
| \$1,000,000 Bodily | \$500,000 Bodily | \$300,000 Bodily | |

- Garage Liability for BI & PD
 - \$1,000,000 each accident for Auto, \$1,000,000 each accident Non-Auto
 - \$2,000,000 General Aggregate
- Garage Keepers Coverage (for Auto Body & Repair Shops)
 - \$500,000 any one unit/any loss and \$200,000 for contents
- Umbrella each-occurrence with respect to primary Commercial General Liability, Automobile Liability, and Employers Liability policies at minimum limits as follows:

Contract value less than \$1,000,000: **not required**
 Contract value between \$1,000,000 and \$5,000,000: **\$4,000,000 is required**
 Contract value between \$5,000,000 and \$10,000,000: **\$9,000,000 is required**
 Contract value between \$10,000,000 and \$15,000,000: **\$15,000,000 is required**
 Contract value above \$15,000,000: **\$20,000,000 is required**
 Excess coverage over \$10,000,000 can be provided on "following form" type to the underlying coverages to the extent of liability coverage as determined by the City.

- Professional Liability, including, but not limited to services for Accountant, Appraiser, Architecture, Consultant, Engineering, Insurance Broker, Legal, Medical, Surveying, construction/renovation contracts for engineers, architects, constructions managers, including design/build Contractors.
 - Minimum limits of \$1,000,000 per claim/aggregate. This coverage must be maintained for at least two (2) years after the project is completed.
- Builder's Risk (if project entails vertical construction, including but not limited to bridges and tunnels or as determined by the City of Sugar Land) Limit is 100% of insurable value, replacement cost basis
- Pollution Liability for property damage, bodily injury and clean up (if project entails possible contamination of air, soil or ground or as determined by the City of Sugar Land)
 - \$1,000,000 each occurrence
 - \$2,000,000 aggregate
- Other Insurance Required: _____

NOTE: The nature/size of a contract/agreement may necessitate higher limits than shown above. These requirements are only meant as a guide, but in any event, should cover most situations. Check with Purchasing & Risk Management if you need assistance or need additional information.