

RESOLUTION NO. R-2022-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A PROFESSIONAL SERVICES CONTRACT WITH GARVER, LLC FOR THE OLD IRON BRIDGE PROJECT AND LOOP 150 CORRIDOR STUDY IN AN AMOUNT NOT TO EXCEED ONE-HUNDRED NINETY EIGHT THOUSAND THREE HUNDRED THIRTY FOUR DOLLARS (\$198,334.00); AS ATTACHED IN 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 of the City of Bastrop, Texas has appointed the City Manager as the Chief Administrative Officer of the City; and

WHEREAS, The City Manager is responsible for the proper administration of all affairs of the City; and

WHEREAS, The City Council is committed to maintaining the Old Iron Bridge as a Historical Landmark and a part of our multimodal transportation system; and

WHEREAS, Loop 150 (Chestnut Street) is a primary corridor that is an integral part of the City's Historic Downtown, Main Street District and transportation network; and

WHEREAS, a third-party engineering service will provide experience and assistance to City Staff to find and apply for grant funds to support the Old Iron Bridge and other capital improvement projects that impact the Loop 150 commercial corridor.

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 contract (and contract extensions) not to exceed One Hundred Ninety-Eight Thousand Three Hundred Thirty Four Dollars and no cents (\$198,334.00) with Garver, LLC.

Section 2: All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 3: That this Resolution shall take effect immediately upon its passage, and it is so resolved.

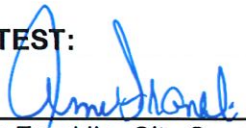
DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 8th day of February, 2022.

APPROVED:



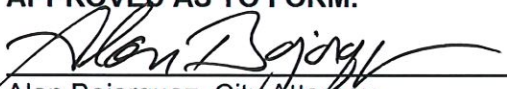
Connie B. Schroeder, Mayor

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 **Garver, LLC**, an Arkansas limited liability company (the “Engineer/Contractor”), 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”).

I. General Information and Terms.

| | |
|---|---|
| Engineer’s/Contractor’s Name and Address: | Garver, LLC. 4701 Northshore Dr. North Little Rock, AR Attn: Susan Chavez |
| General Description of Services: | Engineering technical services for grant applications. |
| Maximum Contract Amount: | \$198,334.00 |
| Effective Date: | On the latest of the dates signed by both parties. |
| Termination Date: | One (1) year with the option to review for one (1) additional one (1) year terms for a total of three (3) years. Any renewal must be in writing and executed by the Parties. See additional provisions in Section II.D. |

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. Contractor’s Services. The Contractor will provide to the City the professional engineering 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. The Contractor 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 Texas 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 twenty-one (21) days after receipt of the Contractor's invoice. If a dispute is resolved in favor of the Contractor, the Contractor is entitled to receive interest on the unpaid balance of the invoice submitted by the Contractor beginning on the date under Section 2251.021 (Time for Payment by Governmental Entity) of the Texas Government Code that the payment for the invoice is overdue. 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. Executed Contract. 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.

(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 but in compliance with Section Q herein. 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 THIRD PARTY 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 BODILY INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY TANGIBLE 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 IN PERFORMANCE OF SERVICES UNDER THIS CONTRACT.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES WHETHER UNDER BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE OF ANY KIND OR CHARACTER INCLUDING GROSS 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. Section Removed.

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 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 hereby releases the Contractor of any legal liability in the event the City does alter, reproduce, distribute, or make any other use of the Work contrary to the purposes for which it was prepared for this Project.

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 required by this Agreement shall: (a) other than the worker's compensation and professional liability insurance, name City as additional insureds on a broad form basis with such additional insured coverage including coverage for the 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 (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 City, and the specific limits required herein shall be fully applied and exhausted before application of any applicable insurance coverage provided by City.

A. Audit

Contractor shall, and shall ensure that its affiliates, subsidiaries, contractors, subcontractors, consultants, agents, and any other person associated with Contractor, 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 the Contractor 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 upon prior written request, 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 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.

C. Liability


NOTWITHSTANDING ANY PROVISION TO THE CONTRARY HEREIN, CONTRACTOR'S (INCLUDING ITS SUBCONSULTANTS, AGENTS, ASSIGNEES, AFFILIATES AND VENDORS) TOTAL AGGREGATE LIABILITY UNDER THIS CONTRACT SHALL BE LIMITED TO AN AMOUNT EQUAL TO TWO (2) TIMES THE AMOUNT OF COMPENSATION ACTUALLY RECEIVED BY CONTRACTOR FROM CITY UNDER THIS CONTRACT REGARDLESS OF THE CAUSE OR ACTION (INCLUDING NEGLIGENCE OF ANY KIND OR CHARACTER INCLUDING GROSS NEGLIGENCE).

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 B-1 Requirements for General Services Contract

V. Signatures.

GARVER, LLC


By:  Glenn Gregory
2022.02.03
15:52:32-06'00'

Printed Name: Glenn G. Gregory, Jr.

Title: Vice President

Date: February 3, 2022

CITY OF BASTROP

By: 

Printed Name: Paul A. Hotmann

Title: City Manager

Date: 2/15/22

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

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

GARVER, LLC
AUSTIN, TX United States

Certificate Number:
2021-833839

Date Filed:
12/16/2021

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

CITY OF BASTROP

Date Acknowledged:

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.

COB01
Bastrop Loop 150 Corridor Planning Support

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
| | MCILLWAIN, FRANK | AUSTIN, TX United States | X | |
| | GRIFFIN, MICHAEL | AUSTIN, TX United States | X | |
| | SOBER, JEFFREY | AUSTIN, TX United States | X | |
| | SCHNIERS, BRENT | AUSTIN, TX United States | X | |
| | HOLDER, JR, JERRY | AUSTIN, TX United States | X | |
| | GRAVES, MICHAEL | AUSTIN, TX United States | X | |
| | HOSKINS, BROCK | AUSTIN, TX United States | X | |
| | | | | |
| | | | | |

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Glenn Gregory, and my date of birth is 10/3/58.

My address is 3755 S.CAPITOL OF TEXAS HWY., SUITE 325 AUSTIN, TX, 78704, USA.
(street) (city) (state) (zip code) (country)

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

Executed in TRAVIS County, State of TEXAS, on the 17th day of December, 2021.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT A-2

Scope of Services dated January 25, 2022

(See Attached)



EXHIBIT A (SCOPE OF SERVICES)

The City of Bastrop is requesting assistance from Garver with grant application and support for the Loop 150 Corridor Multi-modal study. Generally, the scope of services includes preparation of a federal RAISE Grant application and communications strategy for the Old Iron Bridge. Additionally, the scope of services includes assistance with supporting the Loop 150 Corridor Multi-modal Study led by CAMPO by providing data collection and background information for CAMPO's study, and participating in stakeholder and public involvement meetings. The scope also includes coordination with CAMPO and TxDOT on recommended projects, identification of potential project funding including federal grant opportunities, and initial development of select projects for grant application.

1. Project Management

Garver will conduct monthly meetings with the City to discuss project progress. Garver will prepare monthly invoice and progress reports for the duration of the project, and provide administration through status updates, emails, phone calls, follow-ups, and meeting notes for all meetings. Garver will also coordinate and meet with other agencies such as CAMPO and TxDOT. Garver will provide QA/QC reviews for all deliverables.

Deliverables:

- Meetings with the City (up to 24)
- Monthly invoicing and progress reports for duration of project (up to 24)
- Provide status updates, emails, phone calls, follow-ups, and meeting minutes for all meetings
- Quality Control Reviews

2. RAISE Grant Application for Old Iron Bridge

The Engineer shall collect data, perform analysis, and prepare an application for a FY 2022 RAISE Grant for the Old Iron Bridge. The project is anticipated to include rehabilitation of the historic bridge structure for use as a multi-modal (non-vehicular) facility or deck park. Information from the *Rehabilitation Evaluation Report for the Chestnut Street (S.H. 150) Pedestrian Bridge over the Colorado River in Bastrop, Texas* (Kimley Horn 2019) will be used to inform the analysis. The scope below assumes that the FY 2022 RAISE evaluation criteria will be the same as FY 2021 as outlined in the Notice of Funding Opportunity (NOFO) dated April 13, 2021. Specific services are described below.

- Fact Sheet Updates: Update and revise the Historic Bridge fact sheet provided by the City for communication of the need, importance, and funding requirements for repairs to the Old Iron Bridge.
- Strategic Guidance, Coordination, and Meetings: The Engineer will coordinate with City of Bastrop, CAMPO, and other entities as needed on the USDOT guidelines, application development, schedule, criteria, and overall strategy to produce the FY 2022 RAISE Grant Application. The Consultant will provide information and feedback gathered regarding the FY 2021 RAISE grant program.
- Data Compilation: The Engineer will identify the data needed to complete the application and coordinate with the City of Bastrop to identify sources. The Kimley Horn report is anticipated to provide all needed data on the bridge condition. The Engineer shall review and update the estimated costs to rehabilitate the bridge as a pedestrian bridge or a deck park. New traffic



counts, pedestrian/bicycle counts, and detailed simulations are not part of this scope of work. Data collection is anticipated to include:

- Pedestrian/bicycle volumes (pre-closure)
- Traffic volumes on SH-150 (pre- and post-closure)
- Pedestrian/bicycle collision history on surrounding facilities (pre- and post-closure)
- Operations and Maintenance Costs for current and future bridge
- Committed funding and status of programming
- Project schedule including all pre-construction and construction activities
- **RAISE Grant Application:** The Engineer shall prepare the project application narrative according to the NOFO criteria, including but not limited to:
 - Project Description and transportation challenges
 - Project Location
 - Grant Funds, Sources, and Uses of Project Funds
 - Cost estimate for pre-construction and construction
 - Schedule for pre-construction and construction
 - Selection Criteria, including:
 - PRIMARY CRITERIA
 - Safety
 - Environmental Sustainability
 - Quality of Life
 - Economic Competitiveness
 - State of Good Repair
 - SECONDARY CRITERIA
 - Partnership
 - Innovation
 - Risk Review including project schedule, status of design/environmental, required approvals, public involvement conducted to date or planned
 - Benefit Cost Analysis per USDOT guidance. Presented in Excel spreadsheet with accompanying technical memo.
- **Submittal and Forms:** The Engineer shall complete the SF-424 and other required forms to accompany the narrative and BCA. The City of Bastrop will be responsible for the submittal of the application on grants.gov and will provide a website link to post supporting materials. Administration of a grant award is not part of this scope of work.

Deliverables:

- Updated Old Iron Bridge Fact Sheet
- Updated cost estimates
- RAISE Grant Application
- Benefit Cost Analysis technical memo and model

3. Loop 150 Corridor Plan Support

Will be as directed by the City Project Manager in writing for all or part of the following scope.



3.1. Data Collection

Garver will collect and analyze data to identify projects planned by the city and constraints in the Loop 150 corridor. The general limits are Loop 150 West intersecting West SH 71, becoming Chestnut Street, to where it becomes Loop 150 East intersecting East SH 71. Garver will coordinate with the City GIS staff to obtain data to supplement publicly available data and develop a GIS map showing existing land use, environmental constraints, and other information to assess existing conditions. Data collected shall include:

- GIS list of currently proposed projects
- Demographic data (including people commuting into/out of Bastrop for work)
- Existing Land use data
- Existing City planning documents
- Building Bastrop Block (B3) code requirements
- Environmental constraints
- Existing sidewalk/bike/ped/trails plans and network
- Previous community feedback on Loop 150

Deliverables:

- Map of transportation inventory, land use and constraints

3.2 Background Study Technical Memo

The Engineer shall prepare a technical memo that will include an assessment of status of projects identified through prior studies and the on-going CAMPO Multi-modal study. The Engineer shall work with the City to develop prioritization categories and prioritize projects for implementation. The Engineer will also assess potential grants, criteria, and competitiveness of the top 3 projects.

Deliverables:

- Background Technical Memo

3.3 Stakeholder Coordination and Communication

The Engineer shall develop a communications strategy and assist the City with materials to communicate proposed improvements along Loop 150 to elected officials and other stakeholders as identified. The Engineer shall coordinate with the City to set up and conduct a workshop with the City engineering, public works, planning staff and CAMPO to define, prioritize, and map proposed projects in the Loop 150 corridor. The Engineer shall coordinate with CAMPO on the Multimodal Corridor Study and assist the City with identifying projects for inclusion in the Capital Improvement Plan (CIP). The Engineer shall develop project sheets for up to 3 priority projects that includes a project description, map, and talking points.

Deliverables:

- Communications Strategy
- Monthly coordination with CAMPO
- TxDOT coordination (up to 5 meetings)



- Workshop and summary
- GIS map of proposed identified projects based on workshop
- Project sheets (up to 3)
- Attend up to 2 public meetings and 2 stakeholder meetings for the SL 150 Multi-modal Study

3.4. Funding Sources and Grant Criteria Analysis

The Engineer shall develop a list of planning and infrastructure grants and perform a qualitative assessment of how well the 3 highest priority projects would compete and what information would be needed to apply. The Engineer shall assist the City in coordination with TxDOT (AUS, Government Affairs DIV, ADM) on the process TxDOT uses to select projects for grants.

Deliverables:

- Technical memo summarizing potential funding and grants
- Identification of data needs for applications

4. **Concept Development of Recommended Projects**

4.1 Conceptual Design Exhibits

The Engineer shall develop a 10% conceptual planview exhibits of up to 3 projects as identified in the SL 150 Multi-modal Study to support grant application. It is anticipated that these exhibits shall be planview only and contain the following elements:

- Roadway alignment
- Pavement edges, face of curbs and shoulder lines
- Typical section of existing and proposed roadways
- Preliminary ROW requirements
- Direction of traffic flow and the number of lanes
- Existing and project traffic volumes

Deliverables:

- 10% conceptual design exhibits, draft and final (up to 3)

4.2 Refinement Cost Estimates

The Engineer shall refine planning-level cost estimates for up to 3 projects provided in the SL 150 Multiple-modal Study and prepare a project schedule to support grant application. Anticipated elements shall include cost of construction, proposed ROW, and eligible utility adjustments. Recent bid tabulations from the City will be used in preparation of the estimate. Draft and final preliminary cost estimates will be prepared as part of the conceptual exhibit packages.



Deliverables:

- Cost estimates, draft and final (up to 3)

4.3 Environmental Constraints Analysis

The Engineer shall conduct a desktop environmental constraints analysis of up to 3 projects identified in the SL 150 Multi-modal Study in support of grant application. The Engineer shall use publicly available data to analyze environmental features with the project area such as historic properties, waters, State or Federally-listed species, community resources, and hazardous materials. The Engineer shall prepare a technical memo to document the findings.

Deliverables:

- Environmental Constraints Technical Memo, draft and final (up to 3)

5. EXTRA WORK

The following items are not included under this agreement but will be considered as extra work:

- A. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
- B. Submittals or deliverables in addition to those listed herein.
- C. Pavement Design
- D. Design of any utilities relocation
- E. Retaining walls or other significant structural design.
- F. Street lighting or other electrical design.
- G. Preparation of a Storm Water Pollution Prevention Plan (SWPPP).
- H. Construction materials testing.
- I. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- J. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- K. Services after construction, such as warranty follow-up, operations support, etc.
- L. Survey
- M. Geotechnical studies
- N. Traffic counts, pedestrian/bicycle counts, and detailed simulations
- O. Grant applications beyond the RAISE grant application listed herein.

Extra Work will be as directed by the Project Manager in writing for an additional fee as agreed upon by the Owner and Garver.

6. SCHEDULE

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:



| Phase Description | Calendar Days |
|--|---|
| RAISE Grant Application | 280 days from start date (dependent on release of Federal grant application criteria and submittal dates) |
| Old Iron Bridge Fact Sheet | February, 2022 |
| Draft Grant Application | July, 2022 (assumes Notice of Funding Opportunity in June 2022) |
| Final Grant Application for submittal | August, 2022 (Dependent on grant application due date) |
| Loop 150 Corridor Plan Support | 365 days from Notice to Proceed |
| Concept Development of Recommended Projects | 120 days from identification of projects from the SL 150 Multi-modal Study |

7. Fee

The scope provided in this proposal is a Not to Exceed amount of \$198,334.00 based on the fee schedule provided.

Exhibit B – Cost Table Summary

| Task | Total Cost |
|--|--------------|
| 1. Project Management | \$ 39,868.00 |
| 2. RAISE Grant Application | \$ 63,098.00 |
| 3. Loop 150 Corridor Plan Support | \$ 39,738.00 |
| 4. Concept Development of Recommended Projects | \$ 53,530.00 |
| Direct Non-labor Expenses | \$ 2,100.00 |

Exhibit B

**City of Bastrop
Loop 150 Corridor Study**

Planning Studies

| WORK TASK DESCRIPTION | Wendy Travin | Susan Chavez/Kristin McCullough | Michele Lopez/Sean Wray | Leigh Mercer | Spayd/Blake Stalon/Stephen Johnson | Bret Thomas/Stephanie Russell | Ashley Maggio | Jon Hetzel | Kelly Radtke | MANHOUR SUBTOTALS | FEE SUBTOTALS |
|---|--------------|---------------------------------|-------------------------|--------------|------------------------------------|-------------------------------|---------------|------------|--------------|-------------------|---------------------|
| | P-7 | P-4 | P-2 | P-1 | E-5 | E-4 | E-2 | X-3 | X-2 | | |
| | \$406.00 | \$249.00 | \$179.00 | \$143.00 | \$238.00 | \$195.00 | \$138.00 | \$128.00 | \$93.00 | | |
| | hr | hr | hr | hr | hr | hr | hr | hr | hr | | |
| 1. Project Management | | | | | | | | | | | |
| Meetings (up to 24) | 8 | 48 | | 20 | 24 | | 10 | | | | |
| Invoice and Progress Reports (up to 24) | | 12 | | | | | | 12 | | | |
| Administration and coordination | | 16 | | | | | | 8 | | | |
| Quality Control Review | 2 | 8 | | | 10 | | | | | | |
| Subtotal - Project Management | 10 | 84 | 0 | 20 | 34 | 0 | 10 | 20 | 0 | 178 | \$ 39,868.00 |
| 2. RAISE Grant Application | | | | | | | | | | | |
| Old Iron Bridge Fact Sheet | | 2 | | | | | | 8 | 16 | | |
| Meetings | 2 | 4 | 4 | | 4 | | | | | | |
| Data Compilation and Tables | | 12 | 32 | | | | | | | | |
| Grant Application | | 38 | 32 | | 12 | | 12 | | | | |
| Model | | 8 | 60 | | 12 | | | | | | |
| Updated Cost Estimates | | 8 | | | 16 | 24 | | | | | |
| Project schedule | | 4 | | | 2 | 4 | | | 4 | | |
| Subtotal - RAISE Grant Application | 2 | 74 | 128 | 0 | 46 | 28 | 12 | 8 | 20 | 318 | \$ 63,098.00 |
| 3. Loop 150 Corridor Plan Support | | | | | | | | | | | |
| 3.1 Data Collection | | | 24 | 24 | | | | | | | |
| 3.2 Background Technical Memo | | | 32 | | | | | | | | |
| 3.3 Stakeholder Coordination and Communication | | | | | | | | | | | |
| 3.3.1 Communications Strategy | | 4 | 8 | | | | | | | | |
| 3.3.2 TxDOT Coordination (up to 5 meetings) | 4 | 10 | | | | | | | | | |
| 3.3.3 Workshop and Summary | 2 | 12 | 8 | 4 | 4 | | | | | | |
| 3.3.4 Project Sheets (up to 3) | | 4 | | 4 | | | | 2 | 8 | | |
| 3.3.5 Participate in Stakeholder and Public meetings (up to 2 public meetings and 2 stakeholder meetings) | | 10 | | | | 10 | | | | | |
| 3.4 Funding Sources and Grant Criteria Analysis | | 24 | | | | | | | | | |
| Subtotal - Loop 150 Corridor Plan Support | 6 | 64 | 72 | 32 | 4 | 10 | 0 | 2 | 8 | 198 | \$ 39,738.00 |
| 4. Projects | | | | | | | | | | | |
| 4.1 Conceptual Design Exhibits (up to 3 projects) | 2 | | | | 10 | 40 | 80 | | | | |
| 4.2 Refinement of cost estimates (up to 3 projects) | 2 | | | | 10 | 40 | 80 | | | | |
| 4.3 Environmental constraint analysis (up to 3 projects) | 2 | | 10 | 48 | | | | | | | |
| Subtotal - Concept Development of Recommended Projects | 6 | 0 | 10 | 48 | 20 | 80 | 160 | 0 | 0 | 324 | \$ 53,530.00 |

Hours 24 222 210 100 104 118 182 30 28 1,018

Salary Costs \$9,744.00 \$55,278.00 \$37,590.00 \$14,300.00 \$24,752.00 \$23,010.00 \$25,116.00 \$3,840.00 \$2,604.00 \$198,234.00

SUBTOTAL - SALARIES: \$198,234.00

DIRECT NON-LABOR EXPENSES

| | |
|---|------------|
| Document Printing/Reproduction/Assembly | \$500.00 |
| Postage/Freight/Courier | \$100.00 |
| Office Supplies/Equipment | \$0.00 |
| Communications | \$0.00 |
| Survey Supplies | \$0.00 |
| Aerial Photography | \$0.00 |
| GPS Equipment | \$0.00 |
| Computer Modeling/Software Use | \$0.00 |
| Traffic Counting Equipment | \$0.00 |
| Locator/Tracer/Thermal Imager Equipment | \$0.00 |
| Travel Costs | \$1,500.00 |

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$2,100.00

SUBTOTAL: \$198,334.00

SUBCONSULTANT FEE: \$0.00 No Subconsultant

TOTAL FEE: \$198,334.00

EXHIBIT A-3

House Bill 89 Verification

(See Attached)

House Bill 89 Verification Form

I, Glenn G. Gregory, Jr., PE (printed person's name), the undersigned representative of (Company or Business name) Garver, LLC (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.

January 4, 2022

DATE



SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE 4th day of January, 2022, personally appeared Glenn G. Gregory, Jr., PE, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

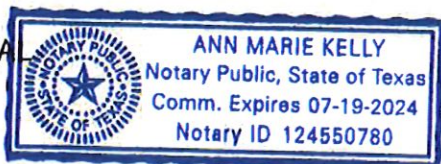


EXHIBIT B-1
REQUIREMENTS FOR GENERAL SERVICES CONTRACT

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. Contractor will immediately, but no less than five (5) business days of learning the same, notify The City of Bastrop of any material change in the insurance coverage required herein.
- 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 excepting any Professional Liability policies.
- 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 which may be redacted as to premium amounts.
- 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:

| | <input type="checkbox"/> Very High/High Risk | <input checked="" type="checkbox"/> Medium Risk | <input type="checkbox"/> 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)

| | <input type="checkbox"/> Very High/ High Risk | <input checked="" type="checkbox"/> Medium Risk | <input type="checkbox"/> Low Risk |
|------------------------|---|---|-----------------------------------|
| Combined Single Limits | Combined Single Limits | Combined Single Limits | Combined Single Limits |
| \$1,000,000 Bodily | \$500,000 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 Architecture and Engineering contracts for engineers and architects, .

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: _____