

RESOLUTION NO. R-2022-37

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A PROFESSIONAL ENGINEERING SERVICES CONTRACT WITH WALKER PARTNERS, LLC TO A NOT-TO-EXCEED AMOUNT OF SIXTY-SIX THOUSAND EIGHT HUNDRED AND FORTY DOLLARS (\$66,840.00) FOR THE OLD AUSTIN HIGHWAY PAVEMENT REHABILITATION; AUTHORIZING 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 recognizes that the Old Austin Highway is in need of rehabilitation to extend its useful life; and

WHEREAS, the City Council of the City of Bastrop recognizes the importance of maintaining streets and the value added to the community by proper maintenance; and

WHEREAS, the City Council of the City of Bastrop, Texas recognizes that tax dollars should be spent responsibly; and

WHEREAS, the City Council understands that re-bidding this project is necessary; and

WHEREAS, the City of Bastrop will continue to make preventative maintenance a priority for all City Infrastructure.

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

Section 1: That the bids received for the 2019 Streets Program Maintenance and Preventative Maintenance Project were formally rejected.

Section 2: That the City Manager is hereby authorized to execute the Professional Services Contract attached as Exhibit A, to a not-to-exceed amount of Sixty-Six Thousand Eight Hundred and Forty Dollars (\$66,840.00).

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

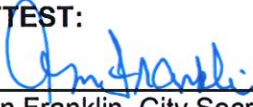
DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop,
Texas this 12th day of April, 2022.

APPROVED:



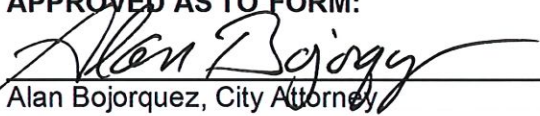
Connie B. Schroeder, Mayor

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 Walker Partners, LLC acting by R. Alan Munger, P.E. (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” or “Old Austin Highway Pavement Rehabilitation”).

I. General Information and Terms.

Engineer’s/Contractor’s Name and Address:	Walker Partners 2700 Earl Rudder Freeway, Suite 1600 College Station, Texas 77845 Attn: R. Alan Munger, P.E.
General Description of Services:	Professional Civil Engineering Services
Maximum Contract Amount:	\$66,840.00
Effective Date:	On the latest of the dates signed by both parties.
Termination Date:	See II.D. and Scope of Work attached and incorporated hereto as Exhibit A-2.
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 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. 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. 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 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 B-1 Requirements for General Services Contract

V. Signatures.

Walker Partners, LLC

CITY OF BASTROP

By: R. Alan Mungler, P.E.

By: Paul G. Hofmann

Printed Name: R. Alan Mungler, PE

Printed Name: Paul G. Hofmann

Title: Manager

Title: City Manager

Date: 03/01/2022

Date: 4/14/22

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

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

Walker Partners, LLC
Waco, TX United States

Certificate Number:
2022-846146

Date Filed:
02/02/2022

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.

4-01127.01
Professional engineering and surveying services in connection with the Old Austin Highway Pavement Rehabilitation project.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Walker, Jr. , George E.	Waco, TX United States	X	

5 Check only if there is NO Interested Party.

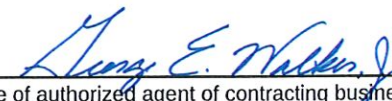
6 UNSWORN DECLARATION

My name is George E. Walker, Jr., and my date of birth is 12/26/1960.

My address is 823 Washington Avenue, Suite 100, Waco, TX, 76701, US.
(street) (city) (state) (zip code) (country)

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

Executed in McLennan County, State of Texas, on the 2nd day of February, 2022.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT A-2

Scope of Services dated February 22, 2022

(See Attached)



SCOPE AND FEE PROPOSAL

To: City of Bastrop
Attn: Curtis Hancock
Fabiola DeCarvalho
From: R. Alan Munger, PE
Project Name: Old Austin Highway Pavement Rehabilitation
Project No.: 4-01127.01
Date: February 22, 2022
Xc: File

OLD AUSTIN HIGHWAY PAVEMENT REHABILITATION

Walker Partners, LLC (Engineer) appreciates this opportunity to submit this Proposal to provide professional surveying and civil engineering services to the City of Bastrop [City] in connection with the Old Austin Highway Pavement Rehabilitation Project (Project). Based upon our initial discussions, we understand that City intends to move forward with a Flexible Pavement Rehabilitation as was described in Applied Pavement Technologies Pavement Condition Assessment. Design plans were prepared approximately 3 years ago by Walker Partners, advertised and bids were received on June 5, 2019. Ultimately, the City Council voted to not award the project at that time.

Walker Partners scope of services for this proposal will generally consist of providing necessary updates and revisions to the 2019 design plans, bid phase services and construction administration services. As the likelihood of the construction work being performed at night is high, we are also including Resident Project Representative Services with this proposal for your further consideration for this Project.

The scope of services, schedule, and associated fees that Walker Partners proposes to provide for this Project are outlined below:

1.00 SCOPE OF SERVICES

1.01 ENGINEERING BASIC SERVICES

A. Final Design (Phase 40)

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. The Drawings to be prepared with this Phase of the Work, in general, will include the following:
 - a. General Condition Drawings – these Drawings shall be for informational, permitting, and bidding purposes and shall, in general, consist of the following:
 - i) General Notes and Project Specific Notes
 - ii) Legends, Abbreviations, and Symbols
 - iii) Survey Control Plan
 - iv) Planimetric and Topo Survey
 - v) Sedimentation and Erosion Control Plan - prepare a Sedimentation and Erosion Control Plan for the project site including recommendations of “best management practices” for controlling sedimentation and erosion on the site during construction activities.

- b. Paving Plans and Profiles – prepare plans and details for street improvements and roadways. Paving section designs are to be based on recommendations included in the Geotechnical Report prepared by Terracon in 2019.
 - c. Details – provide project-specific details, municipality standard details, and state agency (TxDOT) standard details as required for permitting, bidding, and construction purposes.
 2. Provide technical criteria, written descriptions, and design data for City's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project. Engineer will obtain permit(s) required to work within and adjacent to TxDOT Right-of-Way. Engineer will assist City in consultations with any other such authorities; and revise the Drawings and Specifications in response to directives from such authorities as necessary to obtain permit approvals needed for construction.
 3. Prepare opinion of probable Construction Cost known to Engineer.
 4. Prepare and furnish Bidding Documents for review by City, its legal counsel, and other advisors, and assist City in the preparation of other related documents. Within 21 calendar days of receipt, City shall submit to Engineer any comments.
 5. Revise the Bidding Documents in accordance with comments and instructions from the City, as appropriate, and submit 3 final copies of the Bidding Documents, a revised opinion of probable Construction Cost, and any other deliverables to City within 10 calendar days after receipt of City's comments and instructions.
- B. Bidding or Negotiating (Phase 50)**
 1. Assist City in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend and lead pre-Bid conferences, if any, and receive and process contractor deposits or charges for the Bidding Documents.
 2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
 3. Provide information or assistance needed by City in the course of any negotiations with prospective contractors.
 4. Consult with City as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.
 5. Attend the Bid opening, prepare Bid tabulation sheets, check references, provide award recommendation and assist City in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
- C. Construction Administration (Phase 60)**
 1. Assist in the preparation of formal Contract Documents as needed for Contract Execution between City and Contractor and as needed for Change Orders and formal Project Close out.
 2. Pre-Construction Conference. Participate in a Pre-Construction Conference to include preparation of Agenda, recording of Meeting Minutes and leading discussion prior to commencement of Work at the Site.
 3. Schedules. Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values. Engineer will monitor progress of actual work completed relative to planned progress and address any identified slippage or other anomalies with Contractor.
 4. Make periodic visits to the site (as distinguished from the continuous services of a resident Project Representative) to observe the progress and quality of the executed

work and to determine in general if the work is proceeding in accordance with the Contract Documents.

In performing these services, the Engineer will endeavor to protect the City against defects and deficiencies in the work of the contractor, but he cannot guarantee the performance of the contractor, nor be responsible for the actual supervision of construction operations or for the safety measures that the contractor takes or should take.

5. Consult and advise with the City; issue all instructions to the contractor requested by the Owner; and prepare and issue routine change orders with City's approval.
6. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the contractor submits. This review is for the benefit of the City and covers only general conformance with the information given by the Contract Documents. Reviews are to occur in a timely manner and response provided within 5 calendar days. The contractor is to review and stamp his approval on submittals prior to submitting to Engineer, and review by the Engineer does not relieve the contractor of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity to construct a complete and workable facility in accordance with Contract Documents.
7. Obtain and review monthly and final estimates for payments to contractors and furnish to the City any recommended payments to contractors and suppliers; assemble written guarantees which are required by the Contract Documents.
8. Conduct, in company with the City, a final inspection of the Project for compliance with the Contract Documents, and submit recommendations concerning project status, as it may affect City's final payment to the contractors.
9. Prepare and submit record drawings to the City.

D. Construction Staking (Phase 65)

Baselines and Benchmarks. As appropriate, the Engineer shall establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed with construction.

E. Resident Project Representative (RPR) Services (Phase 70)

Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. The RPR is to provide representation as shown below:

Engineer proposes providing full-time (40-hours per week) Resident Project Representative services for 3 weeks and part-time (8-hrs per week) Resident Project Representative services for the remaining 5 weeks of active construction. Time will be based upon Walker Partners current standard hourly rates.

Resident Project Representative (Inspection) Services (Phase 70)

	Standard Hourly Rate	Hours Per Week	Weeks	Total Hours
Technician (Inspector)	\$ 120.00	40	3	120
Technician (Inspector)	\$ 120.00	8	5	40
Total				160

Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for City against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

The duties and responsibilities of the RPR are as follows:

1. General: RPR's dealings in matters pertaining to the Work in general shall be with City, Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with City only with the knowledge of and under the direction of Engineer.
2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
4. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. Liaison:
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

6. Clarifications and Interpretations: Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs) or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
7. Review of Work; Defective Work:
 - a. Report to Engineer and City whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
 - b. Inform Engineer and City of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
 - c. Advise Engineer and City of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
8. Records:
 - a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
 - b. Prepare a daily report, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
 - c. Upon request from City to Engineer, photograph or video Work in progress or Site conditions. Review Contractor photos with RPR photos for any potential claims and make recommendations to Engineer.
 - d. Maintain records for use in preparing Project documentation.
 - e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
9. Reports:
 - a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - c. Furnish to Engineer and City copies of all inspection and test reports.

- d. Make phone request to obtain Materials & Construction Testing from City provided 3rd party provider. Maintain records of phone discussion with 3rd party provider.
 - d. Immediately inform Engineer and City of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
10. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
11. Completion:
- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
 - b. Participate in Engineer's visit to the Site in the company of City and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - c. Observe whether all items on the final punch list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

Resident Project Representative shall not:

- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
- 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
- 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of City or Contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

2.00 SCHEDULE FOR SERVICES

Walker Partners acknowledges the importance of the project schedule to the City and agrees to put forth its best professional efforts to perform its services under this proposal in a manner consistent with that schedule. The City understands, however, that Walker Partners' performance must be governed by sound professional practices. Walker Partners is pleased to provide a separate project schedule outlining each of the items included the above-described scope of services.

3.00 FEES

3.01 TOTAL COST For the SCOPE OF SERVICES, outlined above, the Owner agrees to pay Walker Partners a fee not to exceed Sixty-Six Thousand Eight Hundred and Forty Dollars (\$66,840.00) to be invoiced monthly at a percentage of the work completed.

Below is an itemized breakdown of the proposed fees:

Phase No.	Description	Lump Sum Fee
40	Final Design	\$ 16,285.00
50	Bidding or Negotiating	\$ 7,560.00
60	Construction Administration	\$ 22,250.00
65	Construction Staking	\$ 1,545.00
70	RPR Services (160 Man Hours per Scope)	\$ 19,200.00
	TOTAL COST	\$ 66,840.00

3.02 ADDITIONAL SERVICES

Fees for Additional Services not identified in the SCOPE OF SERVICES may be deemed necessary during the course of the project. Payment for additional services will be billed on an hourly basis or at a negotiated fee. Work related to Additional Services will not commence without authorization by the Owner.

4.00 EXCLUSIONS

The following items are excluded from this proposal. If there are questions about any other services not listed here, they shall be clarified prior to approval and acceptance of this proposal.

The proposed engineering services do not include the following:

- Off-site street and drainage design and drawings
- Additional Geotechnical Investigation
- Environmental Investigation
- Demolition plans
- Construction staking (except as noted)
- Abstracting fee title, easements, restrictions or other encumbrances
- Abandonment of private or public easements
- Subsurface utility engineering survey
- Assistance to the Owner and/or the Contractor in filing the Notice of Intent (NOI) for the proposed construction activities
- Multiple bid packages/multiple construction contracts.

5.00 ACCEPTANCE OF PROPOSAL

If the Scope of Services, Schedule, and Fees outlined herein are acceptable to the City of Bastrop (City), Walker Partners (Engineer) will work with City Staff in order to prepare a "Standard Form of Agreement for Professional Services" for review, approval, and execution.

Standard Hourly Rates Schedule

Standard Hourly Rates are subject to annual review and adjustment. Hourly rates for services in effect on the date of the Agreement are:

Classification	Rate
Managing Principal	\$325/hour
Manager II	\$225/hour
Senior Engineer I	\$200/hour
Project Manager II	\$150/hour
Professional V	\$100/hour
Professional IV	\$95/hour
Professional III	\$90/hour
Professional II	\$85/hour
Professional I	\$80/hour
Construction Manager VII	\$150/hour
Construction Manager VI	\$130/hour
Construction Manager V	\$115/hour
Construction Manager IV	\$110/hour
Construction Manager III	\$100/hour
Construction Manager II	\$95/hour
Construction Manager I	\$80/hour
Technician XI	\$160/hour
Support Staff V	\$100/hour
Support Staff IV	\$90/hour
Support Staff III	\$80/hour
Support Staff II	\$70/hour
Support Staff I	\$60/hour
3-Man Crew	\$160/hour
2-Man Crew	\$135/hour
1-Man Crew	\$115/hour

City of Bastrop

Old Austin Highway Pavement Rehabilitation

Task No.	Description	M.P.	Mgr II	EIT	Field Crew	P.M.	Const. Mgr VI	Const. Mgr IV	P-XI	Fee
2022 Hourly Rates		\$325	\$225	\$95	\$135	\$150	\$130	\$110	\$155	
3.00	Final Design*									
3.01	Obtain Permitting		4	2						\$1,090.00
3.02	100% Design Drawings		20	32						\$7,540.00
3.03	Project Specifications		8	4						\$2,180.00
3.04	Final Cost Estimate		4	12						\$2,040.00
3.05	QA/QC Plans (x2) - Updates	2	6	8						\$2,760.00
3.06	Meetings		3							\$675.00
										\$16,285.00
4.00	Bidding & Negotiation									
4.01	Prepare & Assemble Bid Documents		4	4					8	\$2,520.00
4.02	Issue for Bids		2	4					8	\$2,070.00
4.03	Review Bids/Conference		4	4					8	\$2,520.00
4.04	Contractor Selection		2							\$450.00
										\$7,560.00
5.00	Construction Administration									
5.01	Pre-Con Meeting		4	4						\$1,280.00
5.02	Site Visits		60	20						\$15,400.00
5.03	Routine Status Meetings		8	8						\$2,560.00
5.04	Project Close Out		10	8						\$3,010.00
										\$22,250.00
6.00	Resident Project Representative Svcs									
6.01	Construction Staking				7	4				\$1,545.00
6.02	RPR Services						80	80		\$19,200.00
										Task Total = \$20,745.00

Total Tasks Fee = \$66,840.00

	MP	M II	EIT	Field Crew	PM	Const. Mgr VI	Const. Mgr IV	P-XI
Total Hours =	2	139	110	7	4	80	80	24

*New Typ Sections, Gnotes, Quantities, Construction Sequencing Notes/Sections/Plans/Updated Construction Standard Details

M.P. (Managing Principal) is Jed Walker, PE
 Manager II is Alan Munger, PE
 EIT (Professional IV) is Clay Schroeder, EIT
 Professional XI is Amy Jo Moreno and/or Kaelyn Schroeder
 PM Project Manager is Marty Polk, RPLS
 2 Man Field Crew (Crew Unspecified)
 Mark Rudloff Construction Manager VI

EXHIBIT A-3

House Bill 89 Verification

(See Attached)

House Bill 89 Verification Form

I, ROBERT ALAN MUNGER (printed person's name), the undersigned representative of (Company or Business name) WALKER PARTNERS, 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

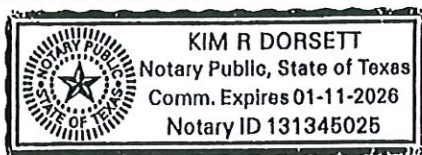
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of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

1-31-2022
DATE

R. Alan Munger
SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE 31st day of January, 2022, personally appeared Robert Alan Munger, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL



Kim Dorsett

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)

X Workers' Compensation Statutory limits, State of TX.

X Employers' Liability \$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate

X Commercial General Liability:

	<u> </u> Very High/High Risk	<u> X </u> 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

X Automobile Liability: (Owned, Non-Owned, Hired and Injury & Property coverage for all)

<u> </u> Very High/ High Risk	<u> X </u> 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.

X 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 Bastrop) 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 Bastrop)
 \$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.