

RESOLUTION NO. R-2018-82

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A PROPOSAL TO PERFORM THE DUTIES OF AN ALTERNATE CITY ENGINEER PROVIDING STAFF AUGMENTATION FOR TASK SUCH AS: CONSTRUCTION MANAGEMENT AND STUDY/MANAGE REGIONAL INFRASTRUCTURE IMPROVEMENTS INCLUDING STREETS, DRAINAGE, WATER, AND WASTEWATER TO STRAND ASSOCIATES FOR AN AMOUNT NOT TO EXCEED TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), 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 of Bastrop City Council understands the importance to public safety provided by performing construction management and managing of regional infrastructure improvements; and

WHEREAS, The City of Bastrop City Council recognizes the importance of proper construction to ensure the city's assets are well built; and

WHEREAS, The City of Bastrop understands the importance of focusing on infrastructure improvements is fiscally responsible; and

WHEREAS, the City of Bastrop has chosen Strand Associates from a list of qualified consulting firms identified by City Council on July 10, 2018.

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

Section 1. That the City Council has found Strand Associates to be a subject matter expert in the fields of streets/drainage, sidewalks/trails, hydraulic & hydrology, land surveying, and construction management.

Section 2. The City Manager is hereby authorized to execute Engineering Services Agreement between the City of Bastrop and Strand Associates, Inc, as well as all other necessary documents.

Section 3. This resolution shall take effect immediately from and after its passage, and it is duly resolved.


DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop
this 11th day of September 2018.

APPROVED:



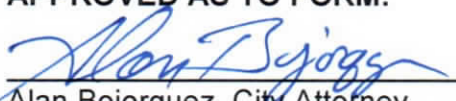
Connie B. Schroeder, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney

ENGINEERING SERVICES AGREEMENT

This Agreement, made and entered into this, the ____ day of _____ 2018, by and between the **City of Bastrop**, Texas (hereinafter referred to as the “City”) and **Strand Associates, Inc.**[®], hereinafter referred to as “Engineer,” is understood and agreed to be as set forth herein:

1. **Description of Services:** The City, in connection with carrying out the duties of its various ordinances and permits regulating roads, driveways, drainage improvements, subdivisions, site development, and water quality, requires the services of a licensed engineer.
 - (a) Engineer shall be retained by the City under the designation of “Alternate City Engineer” when the City Engineer is unavailable or has a potential conflict of interest regarding the performance of his/her duties.
 - (b) Engineer agrees to review submittals and perform observations requested by the City under appropriate ordinances of the City.
 - (c) Upon City’s request, Engineer will make written reports noting ordinance compliance.
 - (d) Engineer shall deliver reports to Project Manager for City via mail, in person, facsimile (fax), or other electronic means within ten (10) business days after Engineer’s receipt and acceptance of request for review or observation. If the City’s specific assignment of duties for a specific project is declined by Engineer, then the City may assign said duties to another alternate engineer under contract at the City’s discretion. Engineer does not have the authority to unilaterally select an alternate engineer.
 - (e) Engineer may from time to time be called upon to perform the following services:
 - (1) Attend meetings of the City Council, when requested by the Mayor or City Manager; and/or
 - (2) Attend other public or private meetings involving review or observation matters related to the duties performed under this Agreement.
 - (f) Requests for observation may be made by telephone or fax. Upon notification, Engineer will accept or decline the request within three (3) business days.
 - (g) Requests for plan review services may be made by telephone, e-mail or fax. Upon notification, plan document submittals will be picked up within one (1) business day or the City will have them delivered to Engineer within one (1) business day. Reviewed plans and construction documents will be returned no later than ten (10) business days.

- (h) Engineer shall conduct business in good faith displaying professionalism and a courteous manner in dealings with the citizens of the City. Engineer agrees to abide by the Texas Engineering Practice Act and Rules as established by the Texas Board of Professional Engineers.
 - (i) Engineer will report to the City's Planning Director or assigned staff liaison, in writing, any conflicts between Engineer and any citizen in the course of performing said duties.
 - (j) Engineer shall maintain complete and accurate records of services performed for the City. Engineer shall manage both public and confidential records that Engineer obtains pursuant to this Agreement with the understanding that some records may be subject to state open government laws. Engineer shall comply with the City's public information policies.
2. **Payment for Services:** The City will employ the Engineer in accordance with the Fee Schedule attached and incorporated herein as Exhibit "A" and according to the Task Order attached and incorporated herein as Exhibit "B." Engineer shall invoice City monthly for services performed. Invoice shall include a description of the project and type of services performed.
 3. **Duration:** This Agreement shall be in effect for a period of one year (12 months).
 4. **Renewal:** This Agreement shall automatically renew for successive one-year periods unless terminated, as set out below.
 5. **Termination:** Either party may terminate this Agreement by a thirty (30) day written notice.
 6. **Relationship of Parties:** It is understood by the parties that Engineer is an independent contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Engineer.
 7. **Employees:** Engineer employees, if any, who perform services for City under this Agreement shall also be bound by the provisions of this Agreement. At the request of City, Engineer shall provide adequate evidence that such persons are Engineer's employees.
 8. **Injuries/Insurance:** Engineer acknowledges his/her obligation to obtain appropriate insurance coverage for the benefit of Engineer's employees, if any. Engineer waives the rights to recovery from City for any injuries that Engineer and/or Engineer's employees may sustain while performing services under this Agreement. Engineer shall provide a copy of insurance coverage to City at least ten (10) days prior to end of any existing coverage period.
 9. **Indemnification:** Engineer agrees to indemnify and hold City harmless from all claims, losses, expenses, fees, including attorney's fees, costs and judgments that may be asserted against City that result from the negligent acts or omissions of Engineer, Engineer's employees, if any, and Engineer's agents.

- 10. **Assignment:** Engineer’s obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.
- 11. **Notice:** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:

Attention: City Manager
City of Bastrop
P.O. Box 427
Bastrop, TX 78602
512-332-8800

For the Alternate Engineer:

Attention:
Strand Associates, Inc.®
203 South Jackson Street
Brenham, TX 77833
979-836-7937

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

- 12. **Entire Agreement:** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes and prior written agreements between the parties.
- 13. **Amendment:** This Agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.
- 14. **Severability:** If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 15. **Waiver of Contractual Right:** The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of limitation to that party’s right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- 16. **Applicable Law:** The laws of the State of Texas shall govern this Agreement.
- 17. **Venue:** The venue for any and all legal disputes arising under this Agreement shall be *Bastrop County, Texas*.

CITY OF BASTROP:

STRAND ASSOCIATES, INC.®

Lynda Humble, City Manager

Matthew S. Richards, Corporate Secretary

Date: _____

Date: _____

ATTEST

Ann Franklin, City Secretary

Attachment "A"

SCHEDULE OF CHARGES

Compensation for engineering services shall be as specified in each subsequently issued Task Order on an hourly basis at the rates set forth below, which are subject to change annually on July 1.

<u>Engineering Services Classification</u>	<u>Hourly Billing Rates*</u>
Principal Engineer	\$280
Senior Project Manager	\$210
Project Managers	\$165
Project Engineers	\$130
Engineering Technicians	\$118
Graduate Engineer	\$113
NACE Certified Project Representative (Tank Construction)	\$ 97
Project Representative	\$102
Computer-Aided Design and Drafting (CADD) Operator	\$ 91
Administrative	\$ 75

* Updated annually on July 1

Compensation for surveying services shall be on an hourly basis at the rates set forth below which are subject to change annually on July 1.

<u>Surveying Services Classification</u>	<u>Hourly Billing Rates*</u>
Registered Professional Land Surveyor	\$180
Surveying Technician	\$102
Three-Man Field Party	\$225
Two-Man Field Party	\$161
One-Man Field Party	\$102
Global Positioning System (GPS) Equipment	\$ 55
Robotic Total Station	\$ 35

* Updated annually on July 1

Subcontract costs shall be billed at invoice cost plus 15 percent for handling.

CITY REVIEW

DRAFT

Exhibit "B"
Task Order



CITY REVIEW

Strand Associates, Inc.

Task Order No. Year {__}-No. {__}
City of Bastrop, Texas (City)
and Strand Associates, Inc.® (Engineer)

Pursuant to Professional Services Agreement dated _____, 20__

Project Information

Project Name: [REDACTED]

Project Description: [REDACTED]

Services Description: [REDACTED]

Scope of Services

Engineer will provide the following services to City:

1. [REDACTED]
2. [REDACTED]

Compensation

City shall compensate Engineer for Services under this Task Order on an hourly rate basis an estimated fee of \$[REDACTED].

Schedule

Services will begin upon execution of this Task Order, which is anticipated on [REDACTED]. Services are scheduled for completion on [REDACTED].

TASK ORDER AUTHORIZATION AND ACCEPTANCE:

Engineer:

STRAND ASSOCIATES, INC.®

City:

CITY OF BASTROP

SAMPLE

Matthew S. Richards Date
Corporate Secretary

Lynda Humble Date
City Manager

Ann Franklin Date
City Secretary

NO FOR SAMPLER SIGNATURE