

Bastrop, TX City Council Meeting Agenda

City Hall City Council Chambers

1311 Chestnut Street

Bastrop, TX 78602

(512) 332-8800



April 29, 2025

Special City Council Meeting at 5:30 PM

City of Bastrop City Council meetings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary at (512) 332-8800 or write 1311 Chestnut Street, 78602, or by calling through a T.D.D. (Telecommunication Device for the Deaf) to Relay Texas at 1-800-735-2989 at least 48 hours in advance of the meeting.

The City of Bastrop reserves the right to reconvene, recess, or realign the Regular Session or called Executive Session or order of business at any time prior to adjournment.

PLEASE NOTE: ANYONE IN ATTENDANCE WISHING TO ADDRESS THE COUNCIL MUST COMPLETE A CITIZEN COMMENT FORM AND GIVE THE COMPLETED FORM TO THE CITY SECRETARY PRIOR TO THE START OF THE CITY COUNCIL MEETING. ALTERNATELY, IF YOU ARE UNABLE TO ATTEND THE COUNCIL MEETING, YOU MAY COMPLETE A CITIZEN COMMENT FORM WITH YOUR COMMENTS AT CITYOFBASTROP.ORG/CITIZENCOMMENT AT LEAST TWO HOURS BEFORE THE MEETING STARTS ON THE REQUESTED DATE. COMMENTS SUBMITTED BY THIS TIME WILL BE GIVEN TO THE CITY COUNCIL DURING THE MEETING AND INCLUDED IN THE PUBLIC RECORD, BUT NOT READ ALOUD. COMMENTS FROM EACH INDIVIDUAL IN ATTENDANCE WILL BE LIMITED TO THREE (3) MINUTES.

1. CALL TO ORDER
2. CITIZENS COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. Anyone in attendance wishing to address the Board/Commission must complete a citizen comment form and give the completed form to the Board/Commission Secretary prior to the start of the Board/Commission meeting. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, the Board/Commission cannot discuss issues raised or make any decision at this time. Instead, the Board/Commission is limited to making a statement of specific factual information or a recitation of existing policy in response to the inquiry. Issues may be referred to the City Manager for research and possible future action. Profanity, physical or other threats are

not allowed and may subject the speaker to loss of the time for comment, and if disruptive to the conduct of business, could result in removal of the speaker.

3. PRESENTATIONS

3A. City Manager's Report

A. Quality of Life Discussion

4. ITEMS FOR INDIVIDUAL CONSIDERATION

4A. Consider and act on Resolution No. R-2025-82, approving a construction contract with Jay-Reese Contractors, Inc. for a not-to-exceed amount of Ten Million, One Hundred and Forty-Two Thousand, One Hundred Seventy-Eight Dollars and Seventy-Five Cents (\$10,142,178.75) for the construction of Old Iron Bridge Rehabilitation Project.

Submitted by: Elizabeth Wick, CFM, Project Manager

4B. Consider and act on Resolution No. R-2025-86, approving an engineering professional services contract with Dial Development Services, Ltd. (DDS) to provide construction inspection services for the Old Iron Bridge project for a not-to-exceed amount of Sixty Thousand, Four Hundred and Eighty Dollars and Zero Cents (\$60,480.00).

Submitted by: Elizabeth Wick, CFM, Project Manager

5. ADJOURNMENT

All items on the agenda are eligible for discussion and action unless specifically stated otherwise.

The Bastrop City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.087 (Economic Development), and §551.086 (Competitive Matters regarding Electric Utility).

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, www.cityofbastrop.org and said Notice was posted on the following date and time: Friday, April 25, 2025 at 4:30 p.m. and remained posted for at least two hours after said meeting was convened.

/s/ Victoria Psencik
Victoria Psencik, Assistant City Secretary



STAFF REPORT

MEETING DATE: April 29, 2025

TITLE:

City Manager's Report

AGENDA ITEM SUBMITTED BY:

Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

POLICY EXPLANATION:

Texas Local Government Code, Section 551.045 – Governing Body of Municipality or County: Reports about Items of Community Interest Regarding Which No Action Will Be Taken:

(a) Notwithstanding Sections 551.041 and 551.042, a quorum of the governing body of a municipality or county may receive from staff of the political subdivision and a member of the governing body may make a report about items of community interest during a meeting of the governing body without having given notice of the subject of the report as required by this subchapter if no action is taken and, except as provided by Section 551.042, possible action is not discussed regarding the information provided in the report.

(b) For purposes of Subsection (a), "items of community interest" includes:

- (1) expressions of thanks, congratulations, or condolence;
- (2) information regarding holiday schedules;
- (3) an honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition for purposes of this subdivision;
- (4) a reminder about an upcoming event organized or sponsored by the governing body;
- (5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the political subdivision; and
- (6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.



STAFF REPORT

MEETING DATE: April 29, 2025

TITLE:

Consider and act on Resolution No. R-2025-82, approving a construction contract with Jay-Reese Contractors, Inc. for a not-to-exceed amount of Ten Million, One Hundred and Forty-Two Thousand, One Hundred Seventy-Eight Dollars and Seventy-Five Cents (\$10,142,178.75) for the construction of Old Iron Bridge Rehabilitation Project.

AGENDA ITEM SUBMITTED BY:

Submitted by: Elizabeth Wick, CFM, Project Manager

BACKGROUND/HISTORY:

On January 9, 2024, City Council passed Resolution No. R-2024-02 entering into a professional services contract with Huitt-Zollars, Inc. for the design and construction phase services for the Old Iron Bridge Rehabilitation project.

The Old Iron Bridge Rehabilitation project is located adjacent and parallel to the SH 150 bridge over the Colorado River. The existing bridge is comprised of 18 concrete approach spans and 3 structurally independent truss main spans. The bridge will require a full rehabilitation, including concrete deck, steel truss components, installation of railing and decorative lights.

On March 12, 2025, the City published an Invitation to Bid (ITB) for construction services for the Old Iron Bridge Rehabilitation project. The competitive sealed bids were opened on April 10, 2025. The City of Bastrop received 4 bids for this project. After Huitt-Zollars evaluation of the bids, Huitt-Zollars provided a Recommendation to Award the construction contract for this project to Jay-Reese Contractors, Inc., the lowest responsible bidder.

A 25% Contingency is included in the not-to-exceed construction contract amount to protect the City from unforeseen circumstances that may be encountered during rehabilitation of the bridge.

A bid summary table is provided below:

Rank	Contractor	Contract Days	Bid Total + Add Alt	25% Contingency
1	Jay-Reese Contractors, Inc.	396	\$8,113,743.00	\$10,142,178.75
2	Relmco, Inc.	396	\$9,995,112.08	-
3	Cekra Inc.	600	\$13,722,921.00	-
4	Gibson & Associates, Inc.	900	\$14,829,265.04	-

FISCAL IMPACT:

From Certificate of Obligation bond proceeds.

RECOMMENDATION:

Approve the construction contract with Jay-Reese Contractors, Inc. for a not-to-exceed amount of Ten Million, One Hundred and Forty-Two Thousand, One Hundred Seventy-Eight Dollars and Seventy-Five Cents (\$10,142,178.75) for the construction of Old Iron Bridge Rehabilitation Project.

ATTACHMENTS:

1. Resolution No. R-2025-82
2. Draft Old Iron Bridge Construction Contract
3. Recommendation to Award

RESOLUTION NO. R-2025-82

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A CONSTRUCTION CONTRACT WITH JAY-REESE CONTRACTORS, INC. FOR A NOT-TO-EXCEED AMOUNT OF TEN MILLION ONE HUNDRED FORTY TWO THOUSAND ONE HUNDRED SEVENTY EIGHT DOLLARS AND SEVENTY-FIVE CENTS (\$10,142,178.75) FOR THE CONSTRUCTION OF THE OLD IRON BRIDGE REHABILITATION PROJECT; AS ATTACHED IN EXHIBIT A.

WHEREAS, the City of Bastrop City Council understands the Old Iron Bridge is an iconic structure for the city and its residents, and the project will restore the bridge's pedestrian transportation function in addition to preserving its historic and cultural significance; and

WHEREAS, on January 9, 2024, the City Council passed Resolution No. R-2024-02 entering into a professional services contract with Huitt-Zollars, Inc. for the design and construction phase services for Old Iron Bridge Rehabilitation Project ("Project"); and

WHEREAS, on March 12, 2025, the City published an Invitation to Bid ("ITB") for construction services for the Project; and

WHEREAS, City received 4 bids that were timely filed in response to the ITB; and

WHEREAS, Huitt-Zollars evaluated the bids and provided a recommendation to award the construction contract for this project to Jay-Reese Contractors, Inc., the lowest responsible bidder; and

WHEREAS, City has the power to execute the Construction Contract ("Contract") attached and incorporated herein as Exhibit A, with Contractor; and

WHEREAS, City desires to hire Contractor to provide those construction services specified in the Contract.

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

Section 1: The City Council hereby authorizes the City Manager to execute the Construction Contract with Jay-Reese Contractors, Inc., (incorporated herein as Exhibit A) for a not-to-exceed amount of Ten Million One Hundred Forty Two Thousand One Hundred Seventy Eight Dollars and Seventy-Five Cents (\$10,142,178.75).

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,
Texas this 29th day of April, 2025.

APPROVED:

John Kirkland, Mayor Pro-Tem

ATTEST:

Victoria Psencik, Assistant City Secretary

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

**AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

This Agreement is by and between **City of Bastrop** ("Owner") and **Jay-Reese Contractors, Inc.** ("Contractor").

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

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

ARTICLE 2—THE PROJECT

- 2.01 The project, of which the Work under the Contract Documents is a part, is generally described as Follows: Old Iron Bridge Rehabilitation project is located adjacent and parallel to the SH 150 bridge over the Colorado River in Bastrop, Texas. The existing bridge is comprised of 18 concrete approach spans and 3 structurally independent truss main spans. The bridge will require a full rehabilitation, including concrete deck, steel truss components, installation of railing and decorative lights. The project will also include SWPPP.

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained **Huitt-Zollars Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by "Engineer".

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

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

4.02 *Contract Times: Days*

- A. **Substantial Completion:** It is understood and agreed that the Contractor must achieve Substantial Completion within 366 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions. and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions
- B. **Final Completion:** It is understood and agreed that the Contractor must complete the Punch List within 30 days from Substantial Completion.

EXHIBIT A

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. **Substantial Completion:** Contractor shall pay Owner **\$2,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. **Completion of Remaining Work:** After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$2,000** for each day that expires after such time until the Work is completed and ready for final payment.
 4. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents based on the Unit Prices in Contractor's Bid, attached hereto as an exhibit, which provided for a Total Bid of **\$8,113,743.00** (including alternative item) ; provided that payment for completion of the Work under this Contract shall be subject to any final Unit Price adjustments, adjustments in the estimated quantities included in the Bid to reflect actual quantities determined by the Engineer, and any other adjustments under the Contract.

The City included a twenty-five percent contingency (25%) in this project. The Contractor agrees a contingency allowance is for the sole use of the Owner to cover unanticipated cost. The total cost of contingency is \$2,028,435.75.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment

EXHIBIT A

on or about the **5th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

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

- a. **95 percent of the value of the Work completed (with the balance being retainage).**

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 6. Drawings listed on the attached sheet index.
 7. Addenda (numbers 1 to 4 , inclusive).
 8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.

EXHIBIT A

- d. Field Orders.
- e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - 6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - 7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - 8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of

EXHIBIT A

discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels, and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- B. Contractor certifies that the various required state law procurement certifications, which can be done via attached exhibit.
- C. Prevailing Wage Rates: To the extent this Contract is a contract for the construction of a public work, consistent with Texas Government Code Chapter 2258, the Owner determines, and the Contractor acknowledges, that the prevailing wages rates for the work performed for each craft or type of worker needed to perform the Contractor shall be based on the current prevailing wage rate determinations for the Bastrop County, Texas, as determined by the United State Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, which are available from the United State Department of Labor website at <http://www.sam.gov>, and attached as part of the Contract Documents.

The Contractor shall comply with Chapter 2258 of the Texas Government Code and agrees to:

1. Pay the prevailing wage rate as determined by the Owner for the work performed for each craft or type of worker needed to perform the Contract:
2. Keep records of the name and occupation of each worker, laborer and mechanic employed by them to work on the project and the actual per diem wages paid to each: and

EXHIBIT A

3. Forfeit, as penalty, \$60 per day each laborer, worker, or mechanic who is not paid prevailing wage rate for the type of work performed. The Owner is authorized to withhold the penalty amount from the Contractor's payment, as provided in the statute.
- D. Public Information Act: The Contractor acknowledges that the Project under this Contract will be publicly-owned and the Owner is subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code Chapter 552, "the Act"). As part of its obligations within the Contract Documents, Contractor agrees, at no additional cost to the Owner, to cooperate with the Owner for any particular needs or obligations arising out of the Owner's obligations under the Act. The Contractor shall specifically and conspicuously marked in red any trade secrets or confidential information provided to the Owner to identify the information as such. The Owner will follow all requirements and procedures in the Act when responding to requests for disclosure of documents.

The Contract has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services in a fiscal year of the Owner, then the Contractor must: (1) preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the Owner for the duration of the Contract; (2) promptly provide to the Owner any contracting information related to the Contract that is in the custody or possession of the entity on request of the Owner; and (3) on completion of the Contract, either: (i) provide at no cost to the Owner all contracting information related to the Contract that is in the custody or possession of the entity; or (ii) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the Owner. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

EXHIBIT A

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

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

Owner:

Contractor:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices: _____

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address: _____

Phone: _____

Email: _____

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

(If _____ **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices: _____

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address: _____

Phone: _____

Email: _____

License No: _____

(where applicable)

State: _____

(If _____ **[Type of Entity]** is a corporation, attach evidence of authority to sign. If _____

[Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

April 22, 2025

Ms. Sylvia Carrillo-Trevino, ICMA-CM, CPM
City Manager, City of Bastrop Texas
1311 Chestnut Street
Bastrop TX 78602

**Re: RECOMMENDATION OF AWARD
Old Iron Bridge Rehabilitation
Project Number CIP-FY24-TR-0001
City of Bastrop, Texas
HZ Job No. R317036.01**

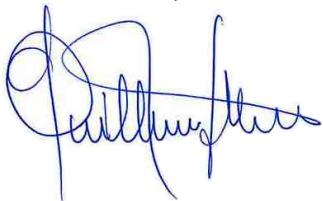
Dear Ms. Carrillo-Trevino:

Sealed bids for Old Iron Bridge Rehabilitation Project were received at Bastrop City Hall on April 10, 2025, at 1:00 p.m. Four (4) bidders submitted construction bids ranging from \$8 to \$14 millions dollars. A detailed tabulation of the bids is attached for your review. Advertisement for bids were published in the Elgin Courier Newspaper and CivCast.

Bids were reviewed, and mathematical errors were found in the bid submitted by Relmco, Inc., after addressing the errors the final bid amount did not alter the order of the submitted bids. The low bid was submitted by Jay-Reese Contractor, Inc. in the amount of \$8,091,743.00 for the base bid with 396 calendar days to complete the project. The bid also included an alternative item to include the City logo in the proposed light fixtures. The price for the alternative item is \$22,000.00, therefore, the base bid plus alternative item is \$8,113,743.00. Our evaluation of the experience and reputation of Jay-Reese Contractor, Inc., indicates that they are capable of completing the work required for this project. Therefore, we recommend the City of Bastrop consider award of the contract to the low bidder, Jay-Reese Contractors, Inc., for the base bid plus the alternative item in the amount of \$8,113,743.00 with 396 calendar days. Jay-Reese Contractors is located at 32780 Ranch Road 12 Dripping Springs, TX 78620.

Sincerely,

HUITT-ZOLLARS, INC.



Guillermo Salcedo, P.E. CFM
Sr. Engineering Manager

Attachment
cc: FILE

CITY OF BASTROP OLD IRON BRIDGE REHAB
BID TAB

Bid opening April 10, 2025

BASE BID				Jay-Reese		Relmco Inc.		Cekra		Gibson & Assoc	
				Contract days	396	Contract days	396	Contract days	600	Contract days	900
GENERAL ITEMS											
ITEM NO	DESCRIPTION	MEAS. UNIT	QUANTITY	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST
001	Construction Contingency, Complete in place the sum of, (CONTRACTOR MAY NOT ALTERED THE COST) (DELETED) _____ Dollars and _____ Cents per DOL.	DOL	1	\$250,000	\$0	\$250,000	\$0	\$250,000	\$0	\$250,000	\$0
002	Mobilization, performance bond, payment bond, maintenance/warranty bond and insurance, max 5% of construction cost, Complete in place the sum of, _____ Dollars and _____ Cents per lump sum.	LS	1	\$ 827,000.00	\$ 827,000.00	\$ 875,000.00	\$ 875,000.00	\$ 1,370,000.00	\$ 1,370,000.00	\$ 739,000.00	\$ 739,000.00
GENERAL ITEMS SUBTOTAL					\$ 827,000.00		\$ 875,000.00		\$ 1,370,000.00		\$ 739,000.00
CONCRETE REPAIRS ITEMS SUBTOTAL											
003	Concrete Structure Repair (Minor), Complete in place the sum of, _____ Dollars and _____ Cents per square feet.	SF	129	\$ 150.00	\$ 19,350.00	\$ 300.00	\$ 38,700.00	\$ 500.00	\$ 64,500.00	\$ 575.00	\$ 74,175.00
004	Concrete Structure Repair (Intermediate), Complete in place the sum of, _____ Dollars and _____ Cents per square feet.	SF	3	\$ 230.00	\$ 690.00	\$ 900.00	\$ 2,700.00	\$ 800.00	\$ 2,400.00	\$ 575.00	\$ 1,725.00
005	Concrete Structure Repair (Intermediate) (Vertical/Overhead), Complete in the place the sum of, _____ Dollars and _____ Cents per square feet.	SF	56	\$ 200.00	\$ 11,200.00	\$ 400.00	\$ 22,400.00	\$ 1,000.00	\$ 56,000.00	\$ 575.00	\$ 32,200.00
006	Concrete Structure Repair (Major), Complete in the place the sum of, _____ Dollars and _____ Cents per square feet.	SF	0	\$ 270.00	\$ -	\$ 400.00	\$ -		\$ -	\$ 575.00	\$ -

ITEM NO	DESCRIPTION	MEAS. UNIT	QUANTITY	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST
007	Concrete Structure Repair (Major) (Vertical/Overhead), Complete in the place the sum of, _____ Dollars and _____ Cents per square feet.	SF	24	\$ 275.00	\$ 6,600.00	\$ 500.00	\$ 12,000.00	\$ 1,500.00	\$ 36,000.00	\$ 575.00	\$ 13,800.00
008	Plane Asphalt Concrete Pavement (0" to 2"), Complete in the place the sum of, _____ Dollars and _____ Cents per square yard.	SY	1,476	\$ 10.00	\$ 14,760.00	\$ 20.00	\$ 29,520.00	\$ 38.00	\$ 56,088.00	\$ 35.00	\$ 51,660.00
008A	Hydro-Demolition (SURFACE), Complete in the place the sum of, _____ Dollars and _____ Cents per square yard.	SY	1,476	\$ 65.00	\$ 95,940.00	\$ 75.00	\$ 110,700.00	\$ 85.00	\$ 125,460.00	\$ 152.00	\$ 224,352.00
009	Deck Overlay, Complete in the place the sum of, _____ Dollars and _____ Cents per square yard.	SY	1,476	\$ 98.00	\$ 144,648.00	\$ 250.00	\$ 369,000.00	\$ 250.00	\$ 369,000.00	\$ 240.00	\$ 354,240.00
010	Remove and Reconstruct Concrete Rail, Complete in the place the sum of _____ Dollars and _____ Cents per each.	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 5,500.00	\$ 11,000.00	\$ 150,000.00	\$ 300,000.00	\$ 6,000.00	\$ 12,000.00
011	Remove Concrete Bridge Deck, Complete in the place the sum of, _____ Dollars and _____ Cents per square feet.	SF	11,649	\$ 24.00	\$ 279,576.00	\$ 36.00	\$ 419,364.00	\$ 135.00	\$ 1,572,615.00	\$ 46.50	\$ 541,678.50
012	Reinforced Concrete Slab, Complete in the place the sum of, _____ Dollars and _____ Cents per square feet.	SF	11,649	\$ 49.00	\$ 570,801.00	\$ 49.00	\$ 570,801.00	\$ 60.00	\$ 698,940.00	\$ 111.00	\$ 1,293,039.00
CONCRETE REPAIRS ITEMS SUBTOTAL					\$ 1,147,565.00		\$ 1,586,185.00		\$ 3,281,003.00		\$ 2,598,869.50

ITEM NO	DESCRIPTION	MEAS. UNIT	QUANTITY	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST
STEEL REPAIRS ITEMS											
013	Clean & Paint Exist Truss (System II), Complete in the place the sum of, _____ Dollars and _____ Cents per each.	EA	3	\$ 1,127,500.00	\$ 3,382,500.00	\$ 1,250,000.00	\$ 3,750,000.00	\$ 550,000.00	\$ 1,650,000.00	\$ 1,132,000.00	\$ 3,396,000.00
014	Heat Straighten, Complete in the place the sum of, _____ Dollars and _____ Cents per each.	EA	15	\$ 1,850.00	\$ 27,750.00	\$ 5,500.00	\$ 82,500.00	\$ 10,000.00	\$ 150,000.00	\$ 7,935.00	\$ 119,025.00
015	Filler Plate Repair, Complete in the place the sum of, _____ Dollars and _____ Cents per each.	EA	24	\$ 295.00	\$ 7,080.00	\$ 4,500.00	\$ 108,000.00	\$ 5,000.00	\$ 120,000.00	\$ 6,050.00	\$ 145,200.00
016	Replace Portal Strut Bottom Chord, Complete in the place the sum of, _____ Dollars and _____ Cents per linear feet.	LF	42	\$ 235.00	\$ 9,870.00	\$ 4,500.00	\$ 189,000.00	\$ 7,000.00	\$ 294,000.00	\$ 2,380.00	\$ 99,960.00
017	Repair Sway Bracing, Complete in the place the sum of, _____ Dollars and _____ Cents per each.	EA	3	\$ 85.00	\$ 255.00	\$ 5,500.00	\$ 16,500.00	\$ 500.00	\$ 1,500.00	\$ 250.00	\$ 750.00
018	Replace BC Batten Plate, Complete in the place the sum of, _____ Dollars and _____ Cents per each.	EA	30	\$ 1,745.00	\$ 52,350.00	\$ 2,800.00	\$ 84,000.00	\$ 5,000.00	\$ 150,000.00	\$ 3,765.00	\$ 112,950.00
019	Replace FB Top Flange, Complete in the place the sum of, _____ Dollars and _____ Cents per linear feet.	LF	483	\$ 520.00	\$ 251,160.00	\$ 350.00	\$ 169,050.00	\$ 800.00	\$ 386,400.00	\$ 1,170.00	\$ 565,110.00

ITEM NO	DESCRIPTION	MEAS. UNIT	QUANTITY	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST
020	Remove FB Top Flange Connection Angle, Complete in the place the sum of, _____ Dollars and _____ Cents per each.	EA	47	\$ 250.00	\$ 11,750.00	\$ 3,500.00	\$ 164,500.00	\$ 5,000.00	\$ 235,000.00	\$ 2,150.00	\$ 101,050.00
021	Replace FB Connection Angle, Complete in the place the sum of, _____ Dollars and _____ Cent per each.	EA	29	\$ 1,515.00	\$ 43,935.00	\$ 3,500.00	\$ 101,500.00	\$ 5,000.00	\$ 145,000.00	\$ 4,000.00	\$ 116,000.00
022	Remove SI Seat Angle, Complete in the place the sum of, _____ Dollars and _____ Cent per each.	EA	324	\$ 165.00	\$ 53,460.00	\$ 2,500.00	\$ 810,000.00	\$ 2,500.00	\$ 810,000.00	\$ 650.00	\$ 210,600.00
023	Repair SI Flange, Complete in the place the sum of, _____ Dollars and _____ Cent per linear feet.	LF	311	\$ 475.00	\$ 147,725.00	\$ 225.00	\$ 69,975.00	\$ 2,500.00	\$ 777,500.00	\$ 1,720.00	\$ 534,920.00
024	Replace Gusset Plate, Complete in the place the sum of, _____ Dollars and _____ Cent per each.	EA	52	\$ 4,850.00	\$ 252,200.00	\$ 3,600.00	\$ 187,200.00	\$ 5,000.00	\$ 260,000.00	\$ 42,635.00	\$ 2,217,020.00
025	Repair Bearing, Complete in the place the sum of, _____ Dollars and _____ Cent per each.	EA	4	\$ 12,850.00	\$ 51,400.00	\$ 8,500.00	\$ 34,000.00	\$ 40,000.00	\$ 160,000.00	\$ 46,500.00	\$ 186,000.00
STEEL REPAIRS ITEMS SUBTOTAL					\$ 4,291,435.00		\$ 5,766,225.00		\$ 5,139,400.00		\$ 7,804,585.00

ITEM NO	DESCRIPTION	MEAS. UNIT	QUANTITY	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST
JOINT REPAIRS ITEMS											
026	Clean & Seal Bridge Joint (Concrete), Complete in the place the sum of, _____ Dollars and _____ Cent per linear feet.	LF	396	\$ 125.00	\$ 49,500.00	\$ 65.00	\$ 25,740.00	\$ 165.00	\$ 65,340.00	\$ 75.00	\$ 29,700.00
027	Bridge Joint (Steel Truss), Complete in the place the sum of, _____ Dollars and _____ Cent per linear feet.	LF	80	\$ 220.00	\$ 17,600.00	\$ 350.00	\$ 28,000.00	\$ 600.00	\$ 48,000.00	\$ 400.00	\$ 32,000.00
JOINT REPAIRS ITEMS SUBTOTAL					\$ 67,100.00		\$ 53,740.00		\$ 113,340.00		\$ 61,700.00
MISCELLANEOUS REPAIRS ITEMS											
028	Concrete Riprap (5 in.), Complete in the place the sum of, _____ Dollars and _____ Cent per cubic yard.	CY	128.0	\$ 830.00	\$ 106,240.00	\$ 550.00	\$ 70,400.00	\$ 2,500.00	\$ 320,000.00	\$ 1,083.50	\$ 138,688.00
029	Compacted Fill, Complete in the place the sum of, _____ Dollars and _____ Cent per cubic yard.	CY	51.8	\$ 85.00	\$ 4,403.00	\$ 100.00	\$ 5,180.00	\$ 65.00	\$ 3,367.00	\$ 165.00	\$ 8,547.00
030	Clean Deck Drain, Complete in the place the sum of, _____ Dollars and _____ Cent per each.	EA	144	\$ 45.00	\$ 6,480.00	\$ 100.00	\$ 14,400.00	\$ 500.00	\$ 72,000.00	\$ 165.00	\$ 23,760.00
031	Deck Drain, Complete in the place the sum of, _____ Dollars and _____ Cent per each.	EA	108	\$ 1,325.00	\$ 143,100.00	\$ 1,250.00	\$ 135,000.00	\$ 950.00	\$ 102,600.00	\$ 1,900.00	\$ 205,200.00
032	Modify Concrete Rail, Complete in the place the sum of, _____ Dollars and _____ Cent per linear feet.	LF	1,404	\$ 77.50	\$ 108,810.00	\$ 100.00	\$ 140,400.00	\$ 300.00	\$ 421,200.00	\$ 114.00	\$ 160,056.00
033	Steel Truss Rail, Complete in the place the sum of, _____ Dollars and _____ Cent per linear feet.	LF	1,164	\$ 185.00	\$ 215,340.00	\$ 165.00	\$ 192,060.00	\$ 1,000.00	\$ 1,164,000.00	\$ 500.00	\$ 582,000.00
MISCELLANEOUS REPAIRS ITEMS SUBTOTAL					\$ 584,373.00		\$ 557,440.00		\$ 2,083,167.00		\$ 1,118,251.00

ITEM NO	DESCRIPTION	MEAS. UNIT	QUANTITY	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST
CONSTRUCTION PHASING AND TRAFFIC CONTROL ITEMS											
034	Temporary Traffic Control (Standard Site), including installation, maintenance and removal, Complete in the place the sum of, _____ Dollars and _____ Cent per Each.	EA	1	\$ 27,000.00	\$ 27,000.00	\$ 100,000.00	\$ 100,000.00	\$ 90,000.00	\$ 90,000.00	\$ 255,000.00	\$ 255,000.00
CONSTRUCTION PHASING AND TRAFFIC CONTROL ITEMS SUBTOTAL					\$ 27,000.00		\$ 100,000.00		\$ 90,000.00		\$ 255,000.00
EROSION CONTROL MEASURES ITEMS											
035	Erosion Control plan as per plans including construction entrance/exit, and filter fabric fence, Complete in the place the sum of, _____ Dollars and _____ Cent per Lump Sum.	LS	1	\$ 40,400.00	\$ 40,400.00	\$ 125,000.00	\$ 125,000.00	\$ 25,000.00	\$ 25,000.00	\$ 155,000.00	\$ 155,000.00
EROSION CONTROL ITEMS SUBTOTAL					\$ 40,400.00		\$ 125,000.00		\$ 25,000.00		\$ 155,000.00
ELECTRICAL & ILLUMINATION ITEMS											
036	Light Pedestal and Fixtures as shown in the plans, Complete in the place the sum of, _____ Dollars and _____ Cent per each.	EA	11	\$ 13,200.00	\$ 145,200.00	\$ 9,350.00	\$ 102,850.00	\$ 10,000.00	\$ 110,000.00	\$ 8,800.00	\$ 96,800.00
037	Receptacles, Complete in the place the sum of, _____ Dollars and _____ Cent per each.	EA	9	\$ 425.00	\$ 3,825.00	\$ 357.50	\$ 3,217.50	\$ 100.00	\$ 900.00	\$ 1,760.00	\$ 15,840.00
038	2-1/2" Conduit as shwon in the plan, Complete in the place the sum of, _____ Dollars and _____ Cent per linear feet.	LF	330	\$ 69.00	\$ 22,770.00	\$ 55.00	\$ 18,150.00	\$ 4.00	\$ 1,320.00	\$ 103.40	\$ 34,122.00
039	1-1/2" Conduit as shwon in the plan, Complete in the place the sum of, _____ Dollars and _____ Cent per linear feet.	LF	255	\$ 41.00	\$ 10,455.00	\$ 34.10	\$ 8,695.50	\$ 2.00	\$ 510.00	\$ 58.30	\$ 14,866.50
039A	1-1/4" Conduit as shwon in the plan, Complete in the place the sum of, _____ Dollars and _____ Cent per linear feet.	LF	2,325	\$ 37.50	\$ 87,187.50	\$ 30.80	\$ 71,610.00	\$ 2.00	\$ 4,650.00	\$ 50.60	\$ 117,645.00

ITEM NO	DESCRIPTION	MEAS. UNIT	QUANTITY	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST
040	#4 Wire, Complete in the place the sum of, _____ Dollars and _____ Cent per linear feet.	LF	2,325	\$ 4.50	\$ 10,462.50	\$ 3.69	\$ 8,579.25	\$ 2.00	\$ 4,650.00	\$ 5.78	\$ 13,438.50
041	#8 Wire, Complete in the place the sum of, _____ Dollars and _____ Cent per linear feet.	LF	2,325	\$ 3.00	\$ 6,975.00	\$ 2.59	\$ 6,021.75	\$ 1.00	\$ 2,325.00	\$ 3.58	\$ 8,323.50
042	#3 Wire, Complete in the place the sum of, _____ Dollars and _____ Cent per linear feet.	LF	1,200	\$ 4.25	\$ 5,100.00	\$ 3.47	\$ 4,164.00	\$ 2.00	\$ 2,400.00	\$ 6.88	\$ 8,256.00
043	#1 Wire, Complete in the place the sum of, _____ Dollars and _____ Cent per linear feet.	LF	3,252	\$ 5.25	\$ 17,073.00	\$ 4.29	\$ 13,951.08	\$ 1.00	\$ 3,252.00	\$ 9.63	\$ 31,316.76
044	#1/0 Wire, Complete in the place the sum of, _____ Dollars and _____ Cent per linear feet.	LF	4,536	\$ 6.75	\$ 30,618.00	\$ 5.50	\$ 24,948.00	\$ 4.00	\$ 18,144.00	\$ 10.73	\$ 48,671.28
045	24"x24" pull boxes , Complete in the place the sum of, _____ Dollars and _____ Cent per Each.	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 1,650.00	\$ 3,300.00	\$ 1,000.00	\$ 2,000.00	\$ 3,740.00	\$ 7,480.00
046	Demolition of existing lighting fixtures, Complete in the place the sum of, _____ Dollars and _____ Cent per Each.	EA	12	\$ 1,400.00	\$ 16,800.00	\$ 880.00	\$ 10,560.00	\$ 1,000.00	\$ 12,000.00	\$ 4,620.00	\$ 55,440.00
047	Rack w/ Panel, Complete in the place the sum of, _____ Dollars and _____ Cent per each.	EA	2	\$ 17,000.00	\$ 34,000.00	\$ 13,750.00	\$ 27,500.00	\$ 15,000.00	\$ 30,000.00	\$ 29,480.00	\$ 58,960.00
048	Custom handrail lighting along truss portion of the existing bridge with 120/24V drivers per manufacturer, Complete in the place the sum of, _____ Dollars and _____ Cent per linear feet.	LF	1,200	\$ 160.00	\$ 192,000.00	\$ 132.00	\$ 158,400.00	\$ 325.00	\$ 390,000.00	\$ 385.00	\$ 462,000.00
ELECTRICAL & ILLUMINATION ITEMS SUBTOTAL					\$ 586,466.00		\$ 461,947.08		\$ 582,151.00		\$ 973,159.54

ITEM NO	DESCRIPTION	MEAS. UNIT	QUANTITY	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST
ARCHITECTURAL ITEMS											
050	Seating Bench, Complete in the place the sum of, _____ Dollars and _____ Cent per each.	EA	9	\$ 3,500.00	\$ 31,500.00	\$ 1,900.00	\$ 17,100.00	\$ 1,800.00	\$ 16,200.00	\$ 4,000.00	\$ 36,000.00
051	Stamped Concrete - Chiseled Slated, Complete in the place the sum of, _____ Dollars and _____ Cent per square feet.	SF	1,676	\$ 25.00	\$ 41,900.00	\$ 25.00	\$ 41,900.00	\$ 65.00	\$ 108,940.00	\$ 50.00	\$ 83,800.00
052	Stamped Concrete - Slate Pattern, Complete in the place the sum of, _____ Dollars and _____ Cent per square feet.	SF	4,063	\$ 28.00	\$ 113,764.00	\$ 25.00	\$ 101,575.00	\$ 50.00	\$ 203,150.00	\$ 50.00	\$ 203,150.00
ARCHITECTURAL ITEMS SUBTOTAL					\$ 187,164.00		\$ 160,575.00		\$ 328,290.00		\$ 322,950.00
MISCELLANEOUS ITEMS											
053	Temporary 5-ft wide by 9-ft high with plywood cover (top) overhead pedestrian canopy protection under the construction area, including installation, maintenance and removal after construction per OSHA requirements, Complete in the place the sum of, _____ Dollars and _____ Cent per Linear feet.	LF	100	\$ 260.00	\$ 26,000.00	\$ 300.00	\$ 30,000.00	\$ 2,000.00	\$ 200,000.00	\$ 850.00	\$ 85,000.00
054	Temporary construction access road to project area, and access road, including installation, maintenance and removal after construction. Including hydromulch of all disturbed areas during construction, Complete in the place the sum of, _____ Dollars and _____ Cent per Lump sum.	LS	1	\$ 207,500.00	\$ 207,500.00	\$ 55,000.00	\$ 55,000.00	\$ 250,000.00	\$ 250,000.00	\$ 401,000.00	\$ 401,000.00
055	Removal of existing access wire/gate and replace with a red 15-ft wide gate, 7-Bar Steel Max stock gate or approve equal, Complete in the place the sum of, _____ Dollars and _____ Cent per Each.	EA	1	\$ 5,450.00	\$ 5,450.00	\$ 17,500.00	\$ 17,500.00	\$ 1,000.00	\$ 1,000.00	\$ 6,500.00	\$ 6,500.00

ITEM NO	DESCRIPTION	MEAS. UNIT	QUANTITY	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST
056	Temporary Orange Safety Fence, 4 ft min. height, including installation, maintenance and removal after construction as per plans. Complete in the place the sum of, (Deleted, Orange safety fence will be incidental to the project) _____ Dollars and _____ Cent per Linear feet.	LF	1,800	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
057	Maintenance and replacement of existing access driveway, as per plans, Complete in the place the sum of, _____ Dollars and _____ Cent per Lump Sum	LS	1	\$ 15,600.00	\$ 15,600.00	\$ 29,500.00	\$ 29,500.00	\$ 40,000.00	\$ 40,000.00	\$ 35,000.00	\$ 35,000.00
058	Removal and replacement of existing barded wire fence as shown in the plans, Complete in the place the sum of, _____ Dollars and _____ Cent per Linear feet.	LF	25	\$ 75.00	\$ 1,875.00	\$ 50.00	\$ 1,250.00	\$ 100.00	\$ 2,500.00	\$ 250.00	\$ 6,250.00
059	Hydromulch ALL Disturbed areas, Complete in the place the sum of, _____ Dollars and _____ Cent per Acre.	AC	2	\$ 4,450.00	\$ 8,900.00	\$ 4,500.00	\$ 9,000.00	\$ 4,000.00	\$ 8,000.00	\$ 10,000.00	\$ 20,000.00
MISCELLANEOUS ITEMS SUBTOTAL					\$ 265,325.00		\$ 142,250.00		\$ 501,500.00		\$ 553,750.00
SUPPLEMENTAL ITEMS											
060	Waterline brace removal and replacement as shown in plan, Complete in the place the sum of, _____ Dollars and _____ Cent per Each.	EA	15	\$ 915.00	\$ 13,725.00	\$ 350.00	\$ 5,250.00	\$ 3,000.00	\$ 45,000.00	\$ 2,000.00	\$ 30,000.00
061	Tree removal 0 to 11.99 inch, Complete in the place the sum of, _____ Dollars and _____ Cent per Each.	EA	10	\$ 400.00	\$ 4,000.00	\$ 1,650.00	\$ 16,500.00	\$ 2,000.00	\$ 20,000.00	\$ 660.00	\$ 6,600.00
062	Tree removal 12 to 29.99 inch, Complete in the place the sum of, _____ Dollars and _____ Cent per Each.	EA	10	\$ 600.00	\$ 6,000.00	\$ 2,350.00	\$ 23,500.00	\$ 4,000.00	\$ 40,000.00	\$ 990.00	\$ 9,900.00

ITEM NO	DESCRIPTION	MEAS. UNIT	QUANTITY	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST
063	Tree replacement, 3-in diameter (min.) (65 gallon container, Complete in the place the sum of, _____ Dollars and _____ Cent per Each.	EA	5	\$ 1,200.00	\$ 6,000.00	\$ 3,000.00	\$ 15,000.00	\$ 8,000.00	\$ 40,000.00	\$ 2,500.00	\$ 12,500.00
064	Tree Protection Fence, Complete in the place the sum of, _____ Dollars and _____ Cent per Linear feet.	LF	500	\$ 5.50	\$ 2,750.00	\$ 40.00	\$ 20,000.00	\$ 3.00	\$ 1,500.00	\$ 105.00	\$ 52,500.00
065	Tree Trimming, all sizes, Complete in the place the sum of, _____ Dollars and _____ Cent per Each.	EA	20	\$ 500.00	\$ 10,000.00	\$ 1,200.00	\$ 24,000.00	\$ 1,500.00	\$ 30,000.00	\$ 3,000.00	\$ 60,000.00
066	Temporary 6 ft Chain Link Fence, including, installation, maintenance and removal after construction as per plans Complete in the place the sum of, (DELETED) _____ Dollars and _____ Cent per Linear feet.	LF	210	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
067	Uniformed Police Officer for traffic control, when directed by Engineer, Complete in the place the sum of, _____ Dollars and _____ Cent per Hour.	HR	320	\$ 79.50	\$ 25,440.00	\$ 75.00	\$ 24,000.00	\$ 98.00	\$ 31,360.00	\$ 150.00	\$ 48,000.00
SUPPLEMENTAL ITEMS SUBTOTAL					\$ 67,915.00		\$ 128,250.00		\$ 207,860.00		\$ 219,500.00
ALTERNATIVE ITEMS											
068	Add a custom City of Bastrop Logo to the proposed Neri light fixture as approved by owner, Complete in the place the sum of, _____ Dollars and _____ Cent per each.	EA	11	\$ 2,000.00	\$ 22,000.00	\$ 3,500.00	\$ 38,500.00	\$ 110.00	\$ 1,210.00	\$ 2,500.00	\$ 27,500.00
ALTERNATIVE ITEMS SUBTOTAL					\$ 22,000.00		\$ 38,500.00		\$ 1,210.00		\$ 27,500.00

ITEM NO	DESCRIPTION	MEAS. UNIT	QUANTITY	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST
BASE BID SUMMARY											
	GENERAL ITEMS SUBTOTAL				\$ 827,000.00		\$ 875,000.00		\$ 1,370,000.00		\$ 739,000.00
	CONCRETE REPAIRS ITEMS SUBTOTAL				\$ 1,147,565.00		\$ 1,586,185.00		\$ 3,281,003.00		\$ 2,598,869.50
	STEEL REPAIRS ITEMS SUBTOTAL				\$ 4,291,435.00		\$ 5,766,225.00		\$ 5,139,400.00		\$ 7,804,585.00
	JOINT REPAIRS ITEMS SUBTOTAL				\$ 67,100.00		\$ 53,740.00		\$ 113,340.00		\$ 61,700.00
	MISCELLANEOUS REPAIRS ITEMS SUBTOTAL				\$ 584,373.00		\$ 557,440.00		\$ 2,083,167.00		\$ 1,118,251.00
	CONSTRUCTION PHASING AND TRAFFIC CONTROL ITEMS SUBTOTAL				\$ 27,000.00		\$ 100,000.00		\$ 90,000.00		\$ 255,000.00
	EROSION CONTROL ITEMS SUBTOTAL				\$ 40,400.00		\$ 125,000.00		\$ 25,000.00		\$ 155,000.00
	ELECTRICAL & ILLUMINATION ITEMS SUBTOTAL				\$ 586,466.00		\$ 461,947.08		\$ 582,151.00		\$ 973,159.54
	ARCHITECTURAL ITEMS SUBTOTAL				\$ 187,164.00		\$ 160,575.00		\$ 328,290.00		\$ 322,950.00
	MISCELLANEOUS ITEMS SUBTOTAL				\$ 265,325.00		\$ 142,250.00		\$ 501,500.00		\$ 553,750.00
	SUPPLEMENTAL ITEMS SUBTOTAL				\$ 67,915.00		\$ 128,250.00		\$ 207,860.00		\$ 219,500.00
	BASE BID GRAND TOTAL				\$ 8,091,743.00		\$ 9,956,612.08		\$ 13,721,711.00		\$ 14,801,765.04
	ALTERNATIVE ITEMS SUBTOTAL				\$ 22,000.00		\$ 38,500.00		\$ 1,210.00		\$ 27,500.00
	BASE BID GRAND TOTAL PLUS ALTERNATIVE ITEM				\$ 8,113,743.00		\$ 9,995,112.08		\$ 13,722,921.00		\$ 14,829,265.04

Mathematical error corrected by Engineer



STAFF REPORT

MEETING DATE: April 29, 2025

TITLE:

Consider and act on Resolution No. R-2025-86, approving an engineering professional services contract with Dial Development Services, Ltd. (DDS) to provide construction inspection services for the Old Iron Bridge project for a not-to-exceed amount of Sixty Thousand, Four Hundred and Eighty Dollars and Zero Cents (\$60,480.00).

AGENDA ITEM SUBMITTED BY:

Submitted by: Elizabeth Wick, CFM, Project Manager

BACKGROUND/HISTORY:

The City of Bastrop has utilized Dial Development Services since November of 2021 to assist the City by providing construction management and inspection services of public infrastructure from private development and capital improvement projects.

On January 9, 2024, City Council passed Resolution No. R-2024-02 entering into a professional services contract with Huitt-Zollars, Inc. for the design and construction phase services for the Old Iron Bridge Rehabilitation project.

The Old Iron Bridge Rehabilitation project is located adjacent and parallel to the SH 150 bridge over the Colorado River. The existing bridge is comprised of 18 concrete approach spans and 3 structurally independent truss main spans. The bridge will require a full rehabilitation, including concrete deck, steel truss components, installation of railing and decorative lights.

On April 29, 2025, Resolution No. R-2025-82 was brought to City Council approving a construction contract with Jay-Reese Contractors, Inc. for the construction of the Old Iron Bridge Rehabilitation project.

Timely and quality construction inspections performed by Dial Development Services will reduce long-term costs and ensure projects are constructed according to plans and specifications.

FISCAL IMPACT:

From Certificate of Obligation bond proceeds.

RECOMMENDATION:

Approve the engineering professional services contract with Dial Development Services, Ltd. (DDS) to provide construction inspection services for the Old Iron Bridge project for a not-to-

exceed amount of Sixty Thousand, Four Hundred and Eighty Dollars and Zero Cents (\$60,480.00).

ATTACHMENTS:

1. Resolution No. R-2025-86
2. Professional Services Contract with Dial Development Services, Ltd.

RESOLUTION NO. R-2025-86

A RESOLUTION OF THE CITY OF BASTROP, TEXAS, APPROVING AN ENGINEERING PROFESSIONAL SERVICES CONTRACT WITH DIAL DEVELOPMENT SERVICES, LTD. TO PROVIDE CONSTRUCTION INSPECTION SERVICES FOR THE OLD IRION BRIDGE PROJECT TO A NOT TO EXCEED AMOUNT OF SIXTY THOUSAND FOUR HUNDRED EIGHTY DOLLARS AND ZERO CENTS (\$60,480.00); AS ATTACHED IN EXHIBIT A.

WHEREAS, the City of Bastrop City Council understands the value in managing growth for future generations; and

WHEREAS, the City of Bastrop understands the importance of focusing on providing timely and quality inspection services for capital improvement projects to ensure the approved plans are followed; and

WHEREAS, the City of Bastrop chooses to approve the attached contract for professional services with Dial Development Services as shown in the attached agreement; and

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

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

Section 1. That the City Manager is hereby authorized to execute a Professional Services Contract to a not to exceed amount of Sixty Thousand Four Hundred Eighty Dollars and Zero Cents (\$60,480.00).

Section 2. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop, Texas this 29th day of April 2025.

APPROVED:

John Kirkland, Mayor Pro-Tem

ATTEST:

Victoria Psencik, Assistant City Secretary

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

CITY OF BASTROP
STANDARD CONTRACT FOR GENERAL SERVICES
Over \$50K
(8-16-2021)

This General Services Contract (“Contract”) is entered by and between the **City of Bastrop**, a Texas Home-Rule Municipal Corporation (the “City”), and **Dial Development Services, Ltd.**, (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 Iron Bridge Rehabilitation Project”).

I. General Information and Terms.

Engineer’s/Contractor’s Name and Address:	Dial Development Services, Ltd. P.O. Box 608 Del Valle, Texas 78617 Attn: Robert Dial
General Description of Services:	Quality Assurance Construction Inspection
Maximum Contract Amount:	\$60,480.00
Effective Date:	On the latest of the dates signed by both parties.
Termination Date:	See II.D.

Contract Parts: This Contract consists of the following parts:

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

II. Standard Contractual Provisions.

A. 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

CITY OF BASTROP, GENERAL SERVICES CONTRACT/Page 1

EXHIBIT A

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 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

EXHIBIT A

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,

EXHIBIT A

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.

EXHIBIT A

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:

EXHIBIT A

- (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

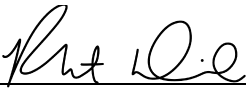
Contractor shall, and shall ensure that its affiliates, subsidiaries, contractors, subcontractors, consultants, agents, and any other person associated with Contractor including those in Contractor Group, keep full and accurate books and records with respect to all Work performed, and all payments and 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).

EXHIBIT A**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.**Dial Development Services, Ltd.****CITY OF BASTROP**By: 

By: _____

Printed Name: Robert Dial

Printed Name: _____

Title: Vice President

Title: _____

Date: April 25, 2025

Date: _____

EXHIBIT A-1

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

(See Attached)

CERTIFICATE OF INTERESTED PARTIES

FORM 11

Item 4B.

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2025-1300935

Date Filed:
04/25/2025

Date Acknowledged:
04/25/2025

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

Dial Development Services, Ltd
Del Valle, TX United States

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

The City of Bastrop

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

OIB_2025_Dial
QA Owner Representation and Inspection

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT A-2

Scope of Services **dated April 25, 2025**

(See Attached)

DIAL DEVELOPMENT SERVICES, Ltd.

Item 4B.



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



April 25, 2025

Ms. Elizabeth Wick
Engineering Project Manager
The City of Bastrop
P.O. Box 427
1311 Chestnut Street
Bastrop, Texas 78602

**Re: Proposal for Quality Assurance Inspection Services
Old Iron Bridge Rehabilitation Project**

Ms. Wick,

Dial Development Services, Ltd. is pleased to present this proposal for quality assurance inspection services during the construction of ***“Old Iron Bridge Rehabilitation Project”*** as listed below. The scope of services proposed for this project will include the following:

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

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

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

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

Item 4B.

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

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

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

Personnel and Equipment – Dial Development Services, Ltd. staff is highly experienced in construction inspection and management with over 100 years of combined experience. From standard specifications to community relations, we are seasoned in dealing with any issues that may arise during a project. Our staff has all of the necessary equipment to perform their job tasks in a safe, efficient and timely manner including but not limited to: industry standard personal protective equipment, various measurement devices pertinent to the project, and industry standard reporting materials. Key personnel resumes are available upon request.

Primary Points of Contact:

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

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

Fee Schedule:

Item 4B.

Based on the scope of the work activities included and the current information provided, it appears that the project duration for this project will be approximately 396 calendar days, with work activities likely to occur 5 days per week or approximately 280 total working days. The scope of services described will require approximately 2.0 hours per day on average for the duration of the project rates of:

\$120.00/hour – Manager/Lead Inspector

\$105.00/hour – Staff Inspector

Total Proposed Project Budget: \$60,480.00

The above project budgets include the scope of services described in this proposal for the “**Old Iron Bridge Rehabilitation Project**” as listed in the “Proposed Project Budgets and Fee Schedule”. These proposed budgets cover the timeframe until the projects listed are fully completed and accepted for maintenance.

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

Exclusions:

- Inspection of work occurring outside of normal working hours as defined in the contract agreement such as weekend work, city holidays, or night work. *Inspections required on weekends, official holidays, or nights will be invoiced separately at 1.5 times the standard rate listed above.*
- Comprehensive Plan Review Services are not included in the scope of services provided in this proposal and shall be provided by executing separate agreements for such services.
- Additional time required on the project due to circumstances outside of our control, such as scheduling impacts, design conflicts, and significant changes to the project scope and/or duration will be performed at an additional cost to the proposed budget. Budget increases shall be executed via supplemental agreements to the original agreements that describe the reason(s) for the budget increase.
- Project Safety, SWPPP, Site Security, Public Access, and Traffic Control requirements are the sole responsibility of the contractor awarded the project and are not included in the scope of services provided in this proposal. A good faith effort will always be made to notify the contractor of any deficiencies.
- Submittal, RFI, and RFD reviews shall be performed by the design engineer or the City of Bastrop Engineering Department. We will always make a good faith effort to highlight submittals that do not meet The City of Bastrop standards and specifications.

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

Item 4B.

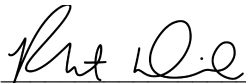
Sincerely,

Dial Development Services, Ltd.

Accepted:

By: DL Dial & Associates LC, General Partner

By: _____

By: 
Robert M. Dial, Vice President

Title: _____

EXHIBIT A-3

House Bill 89 Verification

(See Attached)

House Bill 89 Verification Form

I, Robert Dial (printed person's name), the undersigned representative of (Company or Business name) Dial Development Services, Ltd. (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.

04-25-2025

DATE

[Signature]

SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE 25 day of April, 2025, personally appeared Robert Dial, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

[Signature]

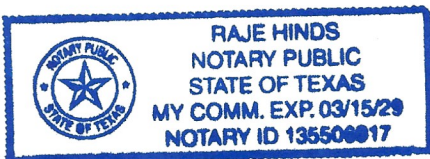


EXHIBIT B-1

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
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>Very High/High Risk</u>	<u>X</u> <u>Medium Risk</u>	<u>Low Risk</u>
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>Very High/ High Risk</u>	<u>X</u> <u>Medium Risk</u>	<u>Low Risk</u>
Combined Single Limits	Combined Single Limits	Combined Single Limits
\$1,000,000 Bodily	\$500,000 Bodily	\$300,000 Bodily

Garage Liability for BI & PD

\$1,000,000 each accident for Auto, \$1,000,000 each accident Non-Auto

\$2,000,000 General Aggregate

Garage Keepers Coverage (for Auto Body & Repair Shops)

\$500,000 any one unit/any loss and \$200,000 for contents

Umbrella each-occurrence with respect to primary Commercial General Liability, Automobile Liability, and Employers Liability policies at minimum limits as follows:

Contract value less than \$1,000,000: **not required**

Contract value between \$1,000,000 and \$5,000,000: **\$4,000,000 is required**

Contract value between \$5,000,000 and \$10,000,000: **\$9,000,000 is required**

Contract value between \$10,000,000 and \$15,000,000: **\$15,000,000 is required**

Contract value above \$15,000,000: **\$20,000,000 is required**

Excess coverage over \$10,000,000 can be provided on "following form" type to the underlying coverages to the extent of liability coverage as determined by the City.

Professional Liability, including, but not limited to services for Accountant, Appraiser, Architecture, Consultant, Engineering, Insurance Broker, Legal, Medical, Surveying, construction/renovation contracts for engineers, architects, constructions managers, including design/build Contractors.

Minimum limits of \$1,000,000 per claim/aggregate. This coverage must be maintained for at least two (2) years after the project is completed.

Builder's Risk (if project entails vertical construction, including but not limited to bridges and tunnels or as determined by the City of 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.