

**CITY OF BASTROP**

**RESOLUTION NO. R-2025-143**

**A RESOLUTION OF THE CITY OF BASTROP, TEXAS,  
APPROVING AN ENGINEERING PROFESSIONAL  
SERVICES CONTRACT WITH BEFCO ENGINEERING FOR  
TASK ORDER NO. 2, WATER STREET AND LINDEN  
STREET PIPE BURSTING DESIGN, IN THE AMOUNT NOT  
TO EXCEED EIGHTY-FIVE THOUSAND DOLLARS  
(\$85,000)**

**WHEREAS**, pursuant to Texas Local Government Code Section 51.001, the City of Bastrop ("City") has general authority to adopt an ordinance, resolution, or police regulation that is for the good, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

**WHEREAS**, the City Council of the City of Bastrop, Texas, has appointed the City Manager as the Chief Administrative Officer of the City; and

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

**WHEREAS**, the City Council understands the importance of focusing on infrastructure improvements and the value of managing growth for future generations through roadways, storm, water, and wastewater; and

**WHEREAS**, the City of Bastrop chooses to approve the attached engineering professional services contract with BEFCO Engineering.

**NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bastrop:**

**Section 1:** That the City Manager is hereby authorized to execute a professional services contract not to exceed the amount of Eighty-Five Thousand Dollars (\$85,000.00)

**Section 2:** Conflicts with Prior Resolutions: Any prior resolutions or parts thereof in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict.

**Section 3:** The meeting at which this Resolution was passed was open to the public, and public notice of the time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act.

**DULY RESOLVED & ADOPTED** by the City Council of the City of Bastrop, Texas,  
on this, the 12<sup>th</sup> day of August 2025.

**APPROVED:**




Ishmael Harris, Mayor

**ATTEST:**



Michael Muscarello, City Secretary

**APPROVED AS TO FORM:**



City Attorney

Denton Navarro Rocha Bernal & Zech, P.C.



**ADDENDUM TO  
CITY OF BASTROP  
STANDARD CONTRACT FOR  
PROFESSIONAL ENGINEERING SERVICES**  
*(under RFQ 2024-101-002 for IDIQ Services)*

This **Addendum (“Addendum”)** to the *City of Bastrop Standard Contract for Professional Engineering Services under RFQ 2024-101-002 for IDIQ Services* (“Contract”), is made and entered into, by and between the City of Bastrop, Texas (the “City”) and **BEFCO Engineering, Inc.** (the “Contractor”).

**WHEREAS**, the Contract was awarded based on the Contractor’s response to the City’s *Request for Qualifications (“RFQ”) for Indefinite Delivery Indefinite Quantity (“IDIQ”) for Engineering Services* (referred to as RFQ 2024-101-002), and the City’s selection of the Contractor as documented in City Council Resolution No. R-2024-76 (as amended by Resolution No. R-2024-96); and

**WHEREAS**, the City and the Contractor entered into the Contract on November 5, 2024, and as the terms that will govern the provision of the Services by the Contractor for specific Projects (referred to as “Activations” in the RFQ) during the term of the Contract, and Section II.A. of the Contract provides for the Parties to agree to subsequent addendums to the Scope of Services under the Contract to identify and agree to the scope of a specific Project, including requirements for meetings and Project milestones, and compensation for the Project, with total payments subject to the Maximum Contract Amount in Section I.C. of the Contract; and

**WHEREAS**, The City wishes to engage the Contractor to perform certain services for a specific Project described as the Additional Scope of Services described in Attachment “A” to this Addendum, in accordance with the specifications of the Contract and this Addendum.

**NOW, THEREFORE**, the City of Bastrop and the Contractor do hereby agree to this Addendum to the Contract as follows:

- 1. Addendum to the Scope of Work.** Pursuant to the terms of this Addendum and the Contract, in addition to the initial Scope of Work under the original Contract, the Contractor shall perform the Additional Scope of Services described in Attachment “A” to this Addendum, attached hereto and incorporated by reference herein, including providing the City with performance and payment bonds sufficient for the \$85,000.00 in additional work under this Additional Scope of Services.
- 2. Addendum Subject to Not-To-Exceed Amount.** The total payments by the City to the Contractor for the Project under this Addendum shall not exceed \$85,000.00; provided that the total payments under the Contract, including this Addendum, may not exceed the Maximum Contract Amount in Section I.C. of


the Contract.

3. **Interpretation of this Addendum.** Except as modified herein by this Addendum, all other terms and conditions of the Contract shall continue in full force and effect. The Contract, as modified by this Addendum, supersedes all prior agreements and understandings (oral and written) between the Parties with respect to the subject matter hereof to the extent in conflict therewith. The provisions of this Addendum, including, without limitation, all exhibits attached to this Addendum, are hereby incorporated into and made a part of the Contract.
4. **Severability.** The City and Contractor agree that should any provision of the Contract, as modified by this Addendum, be determined to be invalid or unenforceable, such determination shall not affect any other term of the Contract or this Addendum, which shall continue in full force and effect.
5. **Additional Contract Documents.** The following documents attached to this Addendum are hereby incorporated by reference into and are part of the Contract, as modified by this Addendum:


**ATTACHMENT A** – Addendum to EXHIBIT A-2: Additional Scope of Work

**IN WITNESS WHEREOF**, the Parties hereto have entered into this Addendum to the Contract as of the date last executed by both Parties below.

**City of Bastrop, Texas:**

  
\_\_\_\_\_  
Signature  
08/26/2025  
\_\_\_\_\_  
Date  
Sylvia Carrillo  
\_\_\_\_\_  
Printed Name

**Contractor:**

  
\_\_\_\_\_  
Signature  
8/25/25  
\_\_\_\_\_  
Date  
Chad Emmel  
\_\_\_\_\_  
Printed Name

## **ATTACHMENT A**

### **Addendum to EXHIBIT A-2: Additional Scope of Work**



**BEFCO ENGINEERING, INC.**  
*Consulting Engineering/Land Surveying*  
P.O. BOX 615 485 NORTH JEFFERSON  
LA GRANGE, TEXAS 78945-0615  
979 / 968-6474 FAX 979 / 968-3056  
www.befcoengineering.com E-mail: [office@befcoengineering.com](mailto:office@befcoengineering.com)  
Texas Registered Engineering Firm F-2011 Texas Licensed Surveying Firm #10001700

August 1, 2025

**City of Bastrop**  
**Chris Rose, Water/Wastewater Foreman**  
**300 Water Street**  
**Bastrop, TX 78602**

**RE: Water Street Pipe Bursting**  
**Chestnut to Cedar**  
**Surveying & Engineering**  
**Services**

Mr. Rose:

The purpose of this letter is to provide you with a proposal and scope of work for survey and civil engineering services associated with sanitary sewer line rehabilitation along Water Street between Chestnut and Cedar Streets. In total the project includes approximately 2,400 linear feet of sewer line rehabilitation. For the purposes of this proposal, the City of Bastrop is the "Client" or "Owner" and BEFCO Engineering, Inc. is the "Engineer" or "BEFCO".

#### **Task #1: Topographic Survey**

BEFCO will provide a current, detailed topographic survey, from ROW to ROW, along the route described above. The topographic survey will include existing site elements, visible existing utilities, and one-foot contour elevations. BEFCO will submit a "TEXAS 811" underground utility locate request and will map the location of underground public utilities based on this information, visible evidence and information provided by the owner or utility company personnel. This proposal does not include any excavation to determine the unknown location or depths of any underground utility services nor the hiring of any 3rd party subsurface utility location services. Scope includes tying down found ROW markers and approximating the location of the existing ROW line. However, does not include a certified land title (boundary) survey.

#### **Task #2: Engineering Design Services**

BEFCO will provide civil engineering construction documents for the proposed improvements including all applicable construction details and notes. Deliverables for this task will include approximately ten (10) plan sheets consisting of:

##### Construction Drawings:

- Cover Page
- Overall Route Layout
- General Notes
- Sanitary Sewer Line Plan & Profile Sheets
- Construction Details

Services to include a Kick-off Meeting, an On-site Project Walk Through, project scheduling, cost estimate, and 30, 60, 90, and 100% plan submittals.

#### **Task #3 Construction Phase Services**

BEFCO will develop the specification book / bid package and assist the City with preparation of the bid advertisement, award recommendation, bid award, contract preparation, pre-construction meeting, and construction management including shop drawing review, review of pay application(s) and preparation of project closeout documentation including Record Drawings. The above fee also includes four (4) periodic site visits including a final inspection.

This fee does not include construction staking, any design changes, preparation of change orders associated with such design changes, or any additional site visits beyond the number outlined above. Should any of these be

required, these services would be performed on an hourly basis per the attached rate sheet as requested and authorized by the Owner.

BEFCO proposes to perform the above outlined services for a lump sum fee of **\$85,000.00**.

Unless specified above, this proposal **EXCLUDES** surveying and engineering services related to the following:

- Title research;
- Easement negotiations;
- Excavation or 3<sup>rd</sup> party utility locators to locate utilities underground;
- Drainage analysis or roadway design;
- Domestic and Fire Water modeling;
- Design outside of the anticipated limits of construction;
- Construction staking; and,
- Daily residential inspection.

These services can be performed as needed on an hourly basis as illustrated on the attached Rate Schedule and would be in addition to the fees outlined in this proposal.

*Reimbursable Expenses:* Reimbursable expenses may include, but are not limited to, permitting fees and expenses, overnight mail, delivery services, and printing. Reimbursable expenses incurred will be billed directly to the Client.

*Indemnification:* To the extent allowed by law, Client agrees to indemnify, defend and hold BEFCO harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred on appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injury or death, or economic losses, arising out of the Project and/or the performance or non-performance of obligations under this Agreement, except to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by BEFCO's negligent errors or omissions.

*Termination:* Either Client or BEFCO may terminate this Agreement upon seven (7) days written notice. If terminated, Client agrees to pay BEFCO for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination.

The fees as described herein shall be firm for thirty (30) days from the date of this proposal. Payment for services rendered is due at BEFCO Engineering, Inc. at P.O. Box 615, La Grange, Texas 78945 within 30 days of monthly invoice date. BEFCO will not release final signed and sealed documents until account is paid in full for services rendered up to that date.

***Thank you for the opportunity to provide these services to the City of Bastrop.*** Should you have any questions, please do not hesitate to contact us. If agreeable to this proposal, please sign and return.

Sincerely,

**BEFCO Engineering, Inc.**



**Chad Emmel, P.E.**

Date 8/1/2025

**City of Bastrop**

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**Chris Rose, Water/Wastewater Foreman**

Date \_\_\_\_\_

Attachments: BEFCO Rate Schedule

## **RATE SCHEDULE**

<b>PRINCIPAL</b>	<b>\$200.00/HR.</b>
<b>DESIGN OR FIELD ENGINEER</b>	<b>\$160.00/HR.</b>
<b>REGISTERED PROFESSIONAL LAND SURVEYOR</b>	<b>\$160.00/HR.</b>
<b>DESIGNER/TECHNICIAN</b>	<b>\$120.00/HR.</b>
<b>CLERICAL</b>	<b>\$70.00/HR.</b>
<b>SURVEY CREW</b>	<b>\$180.00/HR.</b>
<b>PER DIEM (MEAL &amp; ROOM)</b>	<b>\$200/DAY/Per Man</b>
<b>SPECIAL SERVICES OR EXPENSES</b> (Safety equipment, drug testing, soil testing, etc.)	<b>COST PLUS 15%</b>

- ABOVE RATES INCLUDE ALL MILEAGE CHARGES**
- ONE (1) GPS/ROBOTIC EQUIPMENT CHARGE IS INCLUDED IN CREW RATES**
- CHARGES ARE BASED ON PORTAL TO PORTAL**

**03/05/2024**