

**RESOLUTION NO. R-2025-81**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING AMENDMENT #2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN TO PROVIDE ADDITIONAL DESIGN AND CONSTRUCTION PHASE SERVICES FOR THE AGNES STREET EXTENSION PROJECT FOR NOT TO EXCEED AMOUNT OF SEVENTY SIX THOUSAND, FIVE HUNDRED DOLLARS (\$76,500.00); AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Bastrop approved Resolution No. R-2021-122 on December 14, 2021, entered into a professional services contract with Kimley-Horn for the design and construction phase services for the Agnes Street Extension project, and

**WHEREAS**, the City requested Kimley-Horn to provide additional design and construction phase services for the Agnes Street Extension project; and

**WHEREAS**, the City of Bastrop City Council understands the necessity of connecting Blacktail Drive to Agnes Street to improve overall mobility.

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

**Section 1.** The City Council of the City of Bastrop, Texas, has determined Kimley-Horn to be a subject matter expert in the fields of streets, construction management, and inspection.

**Section 2.** The City Manager is hereby authorized to execute Amendment #2 of the Professional Services Agreement with Kimley-Horn to provide additional design and construction phase services in an amount not to exceed Seventy Six Thousand, Five Hundred Dollars (\$76,500.00), as well as all other necessary documents.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 22<sup>nd</sup> day of April 2025.

APPROVED:



John Kirkland, Mayor Pro-Tem

ATTEST:



Victoria Psencik, Assistant City Secretary

APPROVED AS TO FORM:



City Attorney





April 16, 2025

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

*Sent via e-mail*

Re: Amendment Number 2 to the Engineering Services Contract

Dear Ms. Carrillo-Trevino:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "ENGINEER CONTRACTOR") and the City of Bastrop, Texas ("CITY") entered in a Professional Services Agreement dated May 18, 2022 ("Contract") concerning Agnes Street Extension Non-GLO (the "Work" or "Project").

The parties now desire to amend the Contract to include services to be performed by Engineer Contractor for compensation as set forth below in accordance with the terms of the Contract, which are incorporated by reference.

### **Project Understanding**

The City of Bastrop (the "CITY") requested Kimley-Horn and Associates, Inc. ("ENGINEER CONTRACTOR") to provide additional services to design Blacktail Drive, connecting the existing terminus which is approximately 260' south of Agnes Street to Agnes Street. Blacktail Drive will be a 2-lane undivided section with sidewalk along the west and east parkways. The horizontal alignment and vertical profile will be based on a 30-mph design speed.

### **Project Assumptions**

- A. Limits of paving improvements are from the existing terminus of Blacktail Drive, approximately 260 linear feet south of Agnes Street, to Agnes Street.
- B. Limits of sidewalk improvements on the west side of Blacktail Drive are from the existing curb ramp at the Northwest corner of Blacktail Drive and Cattail Lane to the curb ramp installed as part of the Agnes Street Connection project. Limits of sidewalk improvements on the east side of Blacktail Drive are from the existing sidewalk terminus on Blacktail Drive to the curb ramp installed as part of the Agnes Street Connection project.
- C. A drop inlet designed to capture the existing flow that crosses Blacktail Drive from the West will be part of this project. The drop inlet will route the storm water under Blacktail Drive and outfall into the existing channel east of Blacktail Drive. Two storm drain inlets are assumed to be installed on Blacktail Drive as part of this project.
- D. A retaining wall with pedestrian railing is anticipated to be installed to allow the construction of adjacent sidewalk on the east side of the Blacktail Drive. A standard TXDOT retaining wall standard will be utilized, and a custom designed retaining wall will not be needed.

Modification of the existing headwall and modification of the existing channel grading is also anticipated.

- E. The pavement section will match the existing Blacktail Drive pavement section. Soil investigation will not be needed.

### **Scope of Services**

#### **Task 1 – Pre-Final Design (90%) Submittal (Base Services)**

- A. The ENGINEER CONTRACTOR will perform activities associated with project management duties such as preparing for and leading internal project status meetings, coordinating internal production activities, coordinating with the CITY, and preparing and updating the project schedule.
- B. The ENGINEER CONTRACTOR will prepare pre-final plans for Blacktail Drive. The 90% plans will include the following sheets:
  - i. Quantity Summary
  - ii. Project Control
  - iii. Typical Sections
  - iv. Paving Plan and Profile
  - v. Retaining Wall Plan and Profile
  - vi. Drainage Area Map
  - vii. Storm Drain Plan and Profile
  - viii. Pavement Markings and Signing
  - ix. Traffic Control Plans
  - x. Landscape Plans
  - xi. Blacktail Drive Cross Sections
- C. The ENGINEER CONTRACTOR will submit pre-final plans, quantity summary, general notes, specifications, and special specifications in .PDF format to the CITY via e-mail.
- D. The ENGINEER CONTRACTOR will schedule up to one (1) meeting with the CITY to discuss the review comments.
- E. Comments received from the CITY will be incorporated into the subsequent Final Design submittal. A comment revision log will be included.

#### **Task 2 – Final Design (Base Services)**

- A. ENGINEER CONTRACTOR will revise plans/documents based on 90% comments from the CITY and develop a final review submittal.
- B. ENGINEER CONTRACTOR will submit Final (sealed) plans, bid form/quantities, and special specifications in .PDF format to the CITY.

### **Task 3 – Construction Phase Services (Hourly/Reimbursable)**

The ENGINEER may provide any of the following construction phase services specifically stated below upon request up to the maximum 20 hours of labor:

- A. The budgeted fee for this task is based upon approximately 20 hours of labor. We will not proceed with performance of services beyond the fee budgeted without written authorization.
- B. Site Visits and Construction Observation. The ENGINEER will make visits up to one (1) during active construction periods to observe the progress of the work. Observations will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, The ENGINEER will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Document and keep the CITY informed of the general progress of the work.
- C. The ENGINEER will not supervise, direct, or control Contractor's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws. The ENGINEER does not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents.
- D. The ENGINEER is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement.
- E. Construction Meetings. The ENGINEER will attend construction meetings on site or virtually up to once per month during active construction periods.
- F. Recommendations with Respect to Defective Work. The ENGINEER will recommend to the CITY that Contractor's work be disapproved and rejected while it is in progress if the ENGINEER believes that such work will not produce a completed Project that generally conforms to the Contract Documents.
- G. Clarifications and Interpretations. The ENGINEER will respond to reasonable and appropriate Contractor requests for information made in accordance with the Contract Documents and issue necessary clarifications and interpretations. Any orders authorizing variations from the Contract Documents will be made only by the CITY.
- H. Change Orders. The ENGINEER may recommend Change Orders to the CITY and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- I. Shop Drawings and Samples. The ENGINEER will review Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and any action taken in response will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not

- constitute a change in the Contract Documents, which can be changed only through the Change Orders.
- J. Substitutes and "or-equal/equivalent." The ENGINEER will evaluate the acceptability of substitute or "or-equal/equivalent" materials and equipment proposed by Contractor in accordance with the Contract Documents.
  - K. Inspections and Tests. The ENGINEER may require special inspections or tests of Contractor's work, and may receive and review certificates of inspections within The ENGINEER's area of responsibility. The ENGINEER's review will be solely to determine that the results indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the Contract Documents. The ENGINEER is entitled to rely on the results of such tests.
  - L. Disputes between the CITY and Contractor. The ENGINEER will, if requested by the CITY, render written decision on all claims of the CITY and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, the ENGINEER shall be fair and not show partiality to the CITY or Contractor and shall not be liable in connection with any decision.
  - M. Applications for Payment. Based on its observations and on review of applications for payment and supporting documentation, the ENGINEER will recommend amounts that Contractor be paid. Recommendations will be based on the ENGINEER's knowledge, information and belief, and will state whether in the ENGINEER's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. The ENGINEER's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.
  - N. Record Drawings. As an additional service if required, the ENGINEER will prepare a record drawing showing significant changes reported by the Contractor or made to the design by the ENGINEER. Record drawings are not guaranteed to be as-built, but will be based on information made available.

#### **Task 4 – Topographic and Boundary Survey (Hourly/Reimbursable)**

- A. The ENGINEER CONTRACTOR, through a subconsultant, will perform boundary and topographic survey for the project:
  - i. Right-of-entry (permission from property owners to perform field work on their property) will be coordinated by the CITY.
  - ii. ENGINEER CONTRACTOR's subconsultant will coordinate with Texas 811 to locate and mark existing known franchise and public utilities prior to performing the field survey.
  - iii. Establish horizontal and vertical project control monumentation.
  - iv. Perform a field survey to identify and locate existing topographic elements within corridor, which may include the following:
    - i. Property corner monumentation.
    - ii. Existing pavement, curbs, sidewalks, barrier free ramps.
    - iii. Roadway and lane striping.
    - iv. Driveways.
    - v. Existing storm sewer inlets, manholes, junction boxes (including size and invert elevations).
    - vi. Outfalls and erosion control.
    - vii. Existing Driveway culverts and swales.
    - viii. Guardrail.
    - ix. Utility manholes, sanitary sewer manholes (and invert elevations), vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities.
    - x. Traffic signal poles, cabinets, and other signal equipment.
    - xi. Signs (excluding temporary signs).
    - xii. Trees, including caliper.
    - xiii. Buildings and permanent structures.
    - xiv. Retaining walls.
    - xv. Fence limits and materials types (excluding temporary fences).
    - xvi. Other visible physical features that could impact design.
    - xvii. Water bodies and creek crossings within project limits.

#### **Task 5 – Utilities Level B Subsurface Utility Engineering (SUE) – (Hourly/Reimbursable)**

- A. The ENGINEER CONTRACTOR, through a subconsultant, will perform Level B Subsurface Utility Engineering within the same limits as the topographic survey.

## **Additional Services**

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates. Additional services the ENGINEER CONTRACTOR can provide include, but are not limited to, the following:

- A. Topographic and/or Boundary Survey other than what is described in the Scope of Services.
- B. Environmental Analysis or Reports.
- C. Cultural Resources Study.
- D. Structural Design, including but not limited to: custom headwalls, wing walls, retaining walls, storm drain structures, utility structures.
- E. Traffic Signal Design.
- F. Photometric Plans
- G. Soil Investigation.
- H. Franchise Utility Coordination.
- I. Construction Staking.
- J. Bidding Phase Services
- K. Meetings, presentations, and preparation of technical and other support documents for the property owner's coordination.
- L. Meetings with property owners for right-of-way and/or easement acquisition.
- M. Sampling, testing, or analysis of beyond that specifically in the Scope of Services referenced herein above.
- N. Providing professional services associated with the discovery of any hazardous waste or materials in the project route.
- O. Providing additional documentation required by the CITY's legal representative during condemnation proceedings.
- P. Any item not specifically mentioned in the Scope of Services.



## Fee and Billing

Engineer Contractor will perform the services on a Reimbursable/Hourly basis in accordance with the following tasks:

<b>Base Services:</b>	<b>Task Fee:</b>
Task 1 – Pre-Final Design	\$38,000
Task 2 – Final Design	\$20,000
Base Services Total:	\$58,000

<b>Reimbursable/Hourly (Not-to-Exceed):</b>	<b>Task Fee:</b>
Task 3 – Construction Phase Services	\$5,000
Reimbursable/Hourly Services Total:	\$5,000

<b>Survey Services:</b>	<b>Task Fee:</b>
Task 4 – Topographic and Boundary Survey	\$5,000
Task 5 – Level B Subsurface Utility Engineering	\$8,500
Survey Services Total:	\$13,500

**Total:** **\$76,500**

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

[Signature page follows]



Signed: *L. Nathan Ante*

Printed Name: Nathan Ante

Title: Senior Vice President, P.E.

AGREED AND ACCEPTED:  
CITY OF BASTROP, TEXAS

By:   
Sylvia Carrillo (Apr 23, 2025 13:49 CDT)

Title: City Manager

Date: 23/04/2025