

RESOLUTION NO. R-2021-103

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING AWARD OF A PROFESSIONAL SERVICES CONTRACT WITH HALFF ASSOCIATES, INC. IN THE AMOUNT OF TWO HUNDRED EIGHTY-FOUR THOUSAND SIX HUNDRED AND NINE DOLLARS AND ZERO CENTS (\$284,609.00) FOR THE MASTER PLAN PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council understands the importance of protecting life and property of the citizens and businesses of Bastrop; and

WHEREAS, The City Council understands the significant impact drainage can have in a developing community; and

WHEREAS, The City Council understands the importance of developing a comprehensive drainage analysis using best available to assist the City in preparing for continuing growth and development and to identify City's potential capital improvement projects; and

WHEREAS, The City of Bastrop has chosen Halff Associates, Inc. from a list of qualified professional engineering services identified by City Council in 2018.

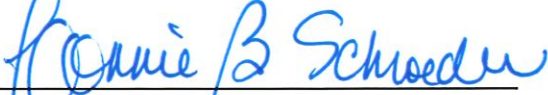
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:

Section 1: That the City Manager will execute the Professional Services Contract attached as Exhibit A, in the amount of two hundred eighty-four thousand six hundred and nine dollars and zero cents (\$284,609.00).

Section 2: That this Resolution shall take effect immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 26th day of October, 2021.

APPROVED:



Connie B. Schroeder, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney

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 reasonably withhold payment, or any part thereof, of any of invoice presented by Contractor until resolution providing reasonable verification of the correctness thereof of is reached. The City shall notify the Contractor, in writing, of the disputed amount within thirty (30) days. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any bill.

C. Executed Contract. The "Notice to Proceed" will not be given nor shall any Services commence until this Contract is fully executed and all exhibits and other attachments are completely executed and attached to this Contract.

D. Termination Provisions.

(1) Unless terminated earlier as allowed by this Contract, this Contract terminates:

(a) On the termination date, if any, specified in the General Information in Part I, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or

(b) If there is no termination date specified in the General Information in Part I, the Contract terminates when both parties have completed all their respective obligations under the Contract.

(2) The City Manager may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than five (5) business days prior to the termination date, but the City will pay the Contractor for all Services rendered in compliance with this Contract up to the date of termination. The City may terminate the Contract anytime if the City does not have available funds pursuant to Texas Government Code Chapter 2251.

(3) If the City Council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution).

E. Delays. Contractor shall have no damages for delay or hindrance. In the event of delay or hindrance not the fault of Contractor, an extension of time shall be the Contractor's sole remedy.

F. Independent Contractor. It is understood and agreed by the Parties that the Contractor is an independent contractor retained for the Services described in the Scope of Services, Exhibit A-2, attached and incorporated herein. The City will not control the manner or the means of the Contractor's performance but shall be entitled to work product as detailed in the Exhibit A-2. The City will not be responsible for reporting or paying employment taxes or other similar levies that

may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture. Services performed by the Contractor under this Contract are solely for the benefit of the City. Nothing contained in this Contract creates any duties on the part of the Contractor toward any person not a party to this Contract. No person or entity not a signatory to this Contract shall be entitled to rely on the Contractor's performance of its Services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

G. Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall require its subcontractors on a flow-down basis to observe all the terms of this Contract to the extent that they may be applicable to each subcontractor. Contractor will contractually require that its subcontractors and other members of Contractor Group to be bound to and assume the same obligations and duties to the City that Contractor is obligated and assumes to the City in this Agreement including, but not limited to, all indemnity obligations, safety obligations, training and qualification obligations of employees and personnel, inspection obligations, quality of Work obligations, covenants and warranty obligations, and insurance obligations. 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, AND DEFEND 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, RECKLESSNESS, 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 PERFORMED BY CONTRACTOR HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM CLAIMS, DEMANDS, AND CAUSES OF ACTION INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON, AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY TO THE EXTENT ARISING OUT OF THE NEGLIGENCE, RECKLESSNESS, OR WILLFUL MISCONDUCT OF CONTRACTOR, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, OR SUBCONTRACTORS.

O. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

P. Conflicting Provisions. If there is a conflict between a provision in the Contractor's Additional Contract Documents and a provision in the remainder of this Contract, the latter controls.

Q. Documents and Data, Licensing of Intellectual Property, and Copyright. All Work progress and final documents and data produced by Contractor during the term of the Contract shall be and remain the property of the City. For purposes of this Contract, the term "Documents and Data" include any original work (the Work), reports, analyses, plans, drawings, designs, renderings, specifications, notes, summaries, charts, schedules, spreadsheets, calculations, lists, data compilations, documents, or any other material developed and assembled by or on behalf of the City in the performance of this Contract. It also includes any medium in which the Documents and Data are kept, including digitally, magnetically, or electronically. This Contract creates at no cost to the City, a perpetual license for the City to use any picture, video, music, brochure, writing, trademark, logo, or other work created by the Contractor for the use of the City, as a "work made

for hire” as defined by federal copyright law. The City, as the author and owner of the copyright to the Work, may alter, reproduce, distribute, or make any other use of the Work as it deems appropriate.

R. Standard of Care for Architects and Engineers. Services must be performed with the professional skill and care ordinarily provided by competent licensed engineers or registered architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

S. Disclosure of Interested Persons for Council-Approved Contracts. Contracts that require City Council approval, such as contracts that exceed \$50,000, are subject to the requirements of Section 2252.908, Tex Gov’t Code. Under the provisions of this statute:

(1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;

(2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission), attached and incorporated herein as Exhibit A-1, that includes:

(a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and

(b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

T. Compliance with Laws. The Contractor must comply with the federal, state, and local laws, rules and regulations applicable to the Project and its services under this Contract.

U. Prohibition on Contracts with Companies Boycotting Israel. Certain contracts for goods and services are subject to the requirements of Section 2270.002, Tex Gov’t Code (H.B. 89, as amended by H.B. 793). Specifically, contracts for good and services that:

(1) are between the City and a company with ten (10) or more full-time employees; and

(2) have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the City.

Under the provisions of this statute, if the above conditions apply the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

If this is a contract to which the verification requirement applies, the City has approved a verification form which must be filled out and signed by the Contractor and submitted to the City at the time of execution of this Contract.

III. Additional Terms or Conditions.

Insurance

At all times this Agreement is in effect, Contractor shall maintain insurance of the types and amounts as those required in Exhibit B-1. All of Contractor's insurance policies in any way relating to the Work, whether or not required by this Agreement and regardless of the enforceability or validity of any of the indemnities or other assumptions of liability by Contractor, shall, to the full coverage limits of all such policies without any limitations based on the minimum requirements set forth above: (a) other than the worker's compensation insurance, name City Group as additional insureds on a broad form basis with such additional insured coverage including coverage for the sole or concurrent negligence of the additional insured and not being restricted to (i) "ongoing operations," (ii) coverage for vicarious liability, or (iii) circumstances in which the named insured is partially negligent; (b) provide for waiver of all rights of subrogation against City and the other members of City Group; and (c) be primary and noncontributory as to all other policies (including any deductibles or self-insured retentions) and self-insurance that may provide coverage to any member of City Group, and shall be fully applied and exhausted before application of any applicable indemnity obligations of City or of any applicable insurance coverage provided by City or any other member of City Group.

A. Audit

Contractor shall, and shall ensure that its affiliates, subsidiaries, contractors, subcontractors, consultants, agents, and any other person associated with Contractor including those in Contractor Group, keep full and accurate books and records with respect to all Work performed, and all payments and expenditures in connection with this Agreement. The records to be maintained and retained by Contractor Group shall include, without limitation, (a) payroll records accounting for total time distribution of Contractor's employees working full or part time on the Project, as well as canceled payroll checks or signed receipts for payroll payments in cash; (b) invoices for purchases, receiving and issuing documents, and all other unit inventory records for Contractor's stores, stock, or capital items; (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other Third Parties' charges, including, but not limited to, Equipment rental; (d) travel and entertainment documentation, including, but not limited to, employee expense reports and Contractor facility usage reports; and (e) all field tickets or similar documentation

evidencing the Work. The City shall have the right at all reasonable times, for a period of five (5) years from the completion of the Work, to audit and inspect such books and records (excluding trade secrets, formulas, confidential data, proprietary information, or processes).

B. Reports of Incidents


Within twenty-four (24) hours upon occurrence, Contractor shall provide in writing to the City notice and details of any known 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.

HALFF ASSOCIATES, INC.

By: 
Printed Name: Cindy Engelhardt
Title: Vice President
Date: 10/10/2021

CITY OF BASTROP


By: 
Printed Name: Paul A. Wolfman
Title: City Manager
Date: 11/4/21

EXHIBIT A-1

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

(See Attached)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2021-813559

Date Filed:
10/15/2021

Date Acknowledged:

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.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Half Associates, Inc.
Austin, 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.
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.
n/a
Drainage master plan to identify, score, and rank drainage CIP projects and evaluation of drainage funding

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Baker, Jessica	Richardson, TX United States	X	
	Bertram, Shawn	Austin, TX United States	X	
	Edwards, Mark	Richardson, TX United States	X	
	Ickert, Andrew	Fort Worth, TX United States	X	
	Jackson, Todd	Austin, TX United States	X	
	Killen, Russell	Richardson, TX United States	X	
	Llewellyn Sr, Mark	Tallahassee, FL United States	X	
	Miller, Steve	Austin, TX United States	X	
	Moya, Mike	Austin, TX United States	X	
	Murray, Menton	McAllen, TX United States	X	
	Pylant, Ben	Fort Worth, TX United States	X	
	Sagel, Joseph	Richardson, TX United States	X	
	Tanksley, Dan	Richardson, TX United States	X	
	Zapalac, Russell	Austin, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

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

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Half Associates, Inc.
 Austin, TX United States

Certificate Number:
 2021-813559

Date Filed:
 10/15/2021

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

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 n/a
 Drainage master plan to identify, score, and rank drainage CIP projects and evaluation of drainage funding

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 Cindy Engelhardt, and my date of birth is 9/29/1981.

My address is 9500 Amberglen Blvd, Suite 125, Austin, TX, 78729, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas, on the 15 day of October, 2021.
(month) (year)



 Signature of authorized agent of contracting business entity (Declarant)

EXHIBIT A-2

Scope of Services dated October 4, 2021

(See Attached)

EXHIBIT A-2

CITY OF BASTROP
DRAINAGE MASTER PLAN
SCOPE OF WORK
October 4, 2021

Project Introduction

Over the past decade, the City of Bastrop has seen a steady increase in population, and the commercial and industrial sectors have increased as well. Increased development leads to greater volumes of stormwater runoff in streams causing higher water surface elevations and greater flood risk to property and structures. Increased development may increase velocity in the creeks leaving channels more susceptible to erosion. Ultimately, flooding impacts from the City's streams and other local sources may result in greater public risk and impede City growth. Flooding within the City has continued to become a concern and the City has been proactive by updating its drainage criteria manual and defining drainage plan submittal requirements. During the 2015 Memorial Day flood event, the City experienced significant flooding in the Gills Branch watershed which resulted in an overflow situation that overtopped the rail road and flowed westward to the Colorado River, flooding structures and roadways. As a result, the City of Bastrop participated in the Bastrop County Flood Protection Planning grant in 2017, conducting a floodplain study on both Piney Creek and Gills Branch to determine flood risk and develop potential riverine flood mitigation.

To more effectively plan drainage improvements aimed at minimizing local flooding concerns, the City is taking a proactive approach. As such, the City has asked Halff Associates, Inc. (Halff) to prepare a Drainage Master Plan that will extend to the City Limits plus the one-mile ETJ buffer beyond City limits shown in Figure 1 below. The services and products resulting from the study shall be referred to as the ***City of Bastrop Drainage Master Plan (DMP)***.

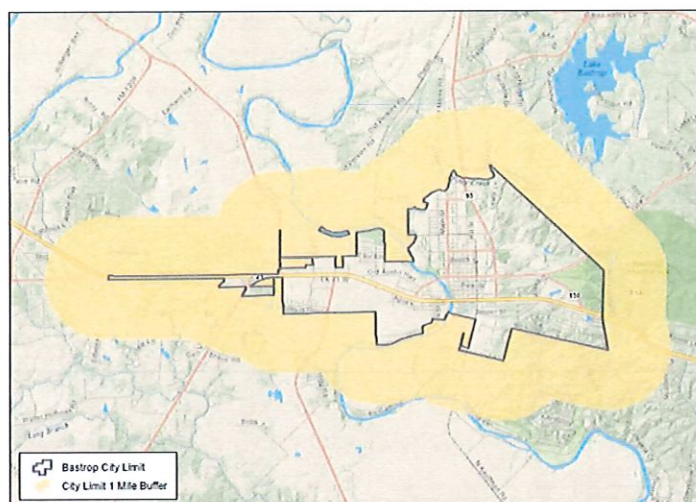


Figure 1: City Limits plus one-mile ETJ buffer



Project Purpose

The purpose and goal of the DMP is to develop a comprehensive evaluation of the existing drainage conditions throughout the City by developing an accurate and current understanding of the drainage infrastructure. This understanding will include a comprehensive inventory of existing data, accurate simulation modeling using best available data, identification of flooding problem areas, and conceptual flood mitigation solutions. Riverine analysis will include Piney Creek, Gills Branch, Copperas Creek, Spring Branch, and Pine Forest Creek. Flood impacts from the Colorado River will be based on the effective FEMA flood maps. Local flood problems will be the primary focus of this Drainage Master Plan to ensure riverine as well as local flood problem areas are addressed such as the North Bastrop area. The flood problem areas will be identified using City staff and community input. Flood mitigation solutions will be developed to create a drainage Capital Improvement Project (CIP) plan that will prioritize projects using a scoring matrix. Halff and NewGen Strategies (a subconsultant to Halff) will use the compiled information to provide the City of Bastrop an understanding of the cost of future improvements and maintenance.

A detailed scope for the DMP with specific tasks and associated deliverables is provided in the following scope of services.

Project Scope

Task 1: Project Management and Coordination

Halff project management activities shall include task leadership and direction, telephone and written communication, project status reports, project progress meetings, project invoicing, and personnel and data management among other general project management activities. Specific meetings beyond staff management coordination and regular communication include the following:

a. Project Meetings

- i. Attend one (1) project kickoff meeting with staff from the City. The meeting will be coordinated by the Halff Project Manager and is intended to discuss key items such as project schedule, budget, and any specific directives. Halff will provide a preliminary schedule of tasks.
- ii. Attend up to five (5) progress meetings with each meeting occurring once every two months, over the course of the project schedule, to discuss project progress to date, data collection needs, evaluation of flood problem areas, drainage CIP development and ranking, project schedule, etc.
- iii. Attend two (2) public meetings or City Council meetings for the City to gather input from the community and discuss process, findings, and recommendations. This scope assumes both meetings will be in-person. Should a virtual meeting be needed due to pandemic restrictions, a virtual meeting will be conducted to gather information from the public.
- iv. Meeting minutes shall be submitted to the City Project Manager within two (2) working days after each meeting.



b. Administration

- i. Monthly project status reports shall be provided to the City with the monthly invoice. Progress may include notes regarding work completed in the preceding billing cycle, work expected to be completed in the next cycle, and any outstanding questions or issues for discussion.

Task 2: Obtain and Review Local Data Collection

Data collection and model inventory tasks will generally include gathering, organizing, and reviewing of all data provided, both hard copy and digital format. Data shall be provided by the City, as well as from other sources such as Bastrop County, FEMA, and other consultants, if necessary. Data review tasks will generally include comprehensive analysis of all models, reports, record drawings, and GIS information to determine the accuracy and validity of each. Halff will also review the current drainage criteria and work with the City to recommend any potential changes or clarifications that may be needed. Specific tasks relating to data collection include the following:

a. GIS Data

- i. Data requests will be directed to the City with additional requests made to outside entities, if necessary.
- ii. Halff will collect and catalogue readily available existing GIS data including, but not limited to, storm drain network, terrain (LiDAR) data, land use/zoning, FEMA (both mapping and repetitive loss data if available), planimetric, political boundaries, development and subdivisions, detention pond locations, utility information, parcel information, etc.
- iii. GIS data collected will be compiled into a DMP Geodatabase and provided as a deliverable. The DMP Geodatabase will include spatial data obtained as the project progresses.

b. Hydrologic and Hydraulic Models

- i. Hydrologic and hydraulic (H&H) models for Piney Creek and Gills Branch were updated as part of the Lower Colorado-Cummings Watershed Phase 2 Risk Identification and Assessment as part of the Texas Water Development Board Mapping Activity Statement No. 14 (LCC), prepared by Halff in 2020. These hydraulic models will be leveraged and utilized to ensure riverine flood mitigation solutions within the DMP area do not adversely impact adjacent properties.
- ii. Additional local models developed within the project boundary will be requested by Halff. These may include models developed for regional detention pond projects, channel improvement projects, large scale developments, etc. A cursory review of the models will be performed to determine relevance and can be considered the best available data.
- iii. Halff will consider the drainage patterns and determine if the modeling tools utilized are appropriate or if other tools, including Unsteady 1D or 2D hydraulic modeling are recommended for complex local drainage problem areas. All hydraulic modeling, for both 1D and 2D analysis, will be completed using the Hydrologic Engineering Center's River Analysis System (HEC-RAS) program.

c. Local Drainage Reports and Record Drawings

- i. Drainage reports developed for major development projects or capital projects, including detention, channel improvement, and storm sewer improvement, will be requested from the City.
- ii. Record or “As-Built” drawings will be requested from the City for improvements including, but not limited to, creek improvements, detention ponds, storm drainage networks, major developments, roadway crossing, and subdivisions.
- iii. Conduct a comprehensive evaluation of the LOMRs, CLOMRs, and drainage reports for regional detention, channel improvements or major developments. A cursory review of other drainage reports will be conducted to determine if the information provided affects the larger study.

d. Master Plan and CIP Plan Review

- i. Review the current City master plans including:
 - a. Comprehensive Plan
 - b. Transportation Master Plan
 - c. Parks and Recreation Master Plan
 - d. Drainage Criteria Guidance Manual
- ii. Obtain records or knowledge of local drainage complaints received by City staff.

f. Field Reconnaissance

- i. Halff will conduct local site visits of identified areas where access is available from public right-of-way (ROW) and of selected road crossings, storm sewer outfalls, regional detention ponds, and sections of identified streams. Site visits will be conducted by two (2) person teams. During the site visits, Halff will locate identified features, photograph the feature, and include notes regarding dimensions, conditions, etc. This scope assumes two (2) days of site visits.
- ii. Limited field survey will be conducted in select areas, and as required, to verify existing local conditions. Field survey locations will be provided to the City Project Manager and confirmed prior to starting field work. This scope assumes five (5) days of ground survey for a 2-man survey crew.
- iii. Once the field verification process is complete, the GIS data developed will be evaluated for completeness and correctness. The final GIS data will be compiled and finalized into the DMP Geodatabase for City use.

g. Survey of Existing Storm drain

- i. Survey of the existing storm drain systems within the City Limits will include pipe flow lines and sizes where access is available (i.e. junctions), inlet elevations, flow lines and sizes, and outfall flow lines and sizes. The deliverable will be a survey CAD files that GIS will use to create GIS layers as part of Task 2a.

Task 3: Drainage Problem Identification

Halff will compile a list of drainage problem area “hot spots” identified based on the data collected in the previous task and City staff input. Flood and drainage issues will be identified using the best available existing information, local and riverine drainage complaints, and City known areas of flooding. Initial areas identified of known flooding by the City that will be investigated in this DMP include:

Piney Creek:

- Pea Jay Cove
- Persimmon Street
- Vista West Ct.
- Oak Grove apartments
- Hwy 95 and Hoffman Rd.
- 2000 block of Pecan
- 800 block of Laurel
- Juniper/Oak/Persimmon
- Possibly the end of Pecan and Mercedes Cove

Gills Branch:

- Jefferson Street at Emile Street
- Jefferson Street at Spring Street
- Spring Street near the RR tracks
- Fayette Street along the RR tracks
- MLK area
- Along Water and Pine Street

Spring Branch:

- Hunter’s Crossing area

The following sub-tasks to be conducted for this task include the following:

a. Prepare Hydrologic and Hydraulic Models

- i. Utilize the best available riverine H&H models for the 2-, 10-, 25-, 50-, 100-, and 500-year storm events. Streams analysis in this study include Piney Creek and Gills Branch. Piney Creek will be extended to include the 1-mile ETJ. Gills Branch is not anticipated to be extended past the FEMA study limits. This analysis of the stream within the City limits will be used as inflows for the 2D hydraulic analysis.
- ii. Utilize H&H models developed by Halff from other studies of the Copperas Creek and Pine Forest Creek watershed. These H&H models will need to be extended to the 1-mile ETJ, and updated to Atlas 14 Rainfall data and 2017 LiDAR.

- iii. Spring Branch H&H model will need to be developed. Hydrologic and Hydraulic models will be developed based on existing conditions and considered approximate studies for the 100-year storm event only.
- iv. Perform a high level HEC-RAS 2D hydraulic analysis rapid assessment to determine local “hot spot” locations in the urban core of the city based on the 2-, 25- and 100-year return events with a 24-hour storm. The urban core of the city will be considered as the dense urbanized area of Bastrop located east of the Colorado River and bounded to the south by State Highway 71 and the east by State Highway 95. This analysis will focus on overland flow and will not include detailed modeling of initial conditions or peak water surface elevations. The rapid assessment to identify local flooding areas will not include storm drain pipes, culverts, or other drainage infrastructure and is intended primarily to identify low lying areas with a probability of flooding based on existing watershed conditions.
- v. Utilize readily available local drainage studies and modify hydrologic and hydraulic parameters as necessary to assess drainage issues.

b. Identify Drainage Problems

Halff will identify local (2D rapid assessment) and riverine (H&H models) drainage problems by reviewing the rapid assessment and H&H models and information based on City and community input. The identified drainage problems may include:

- i. Local flooding
 - a. Storm drain systems
 - b. Street flooding
 - c. Subdivision (lot) flooding
- ii. Riverine flooding
 - a. Road overtopping
 - b. Building flooding
- iii. Stream erosion
 - a. Roads threatened
 - b. Buildings threatened
 - c. Utility infrastructure threatened

Task 4: Develop Drainage Solutions

a. Flood Mitigation Solutions

Halff will conduct an H&H analysis of the identified drainage problem areas using updated field and survey data collected. Halff will utilize the models to develop proposed riverine flood mitigation solutions. To develop local flood mitigation solutions, Halff will utilize standard rational method to determine flows and manning’s equations to determine pipe and ditch conveyance. If necessary, updates may include the use of more advanced modeling techniques such as Unsteady 1D and 2D modeling for complex drainage areas. Halff will identify advanced modeling techniques if needed and will coordinate with the City Project Manager prior to investigating solutions. Drainage mitigation solutions will be limited to 15 identified drainage projects. Flood protection



measures may include the following structural and non-structural measures as independent or combination solutions:

- i. Structural Alternatives:
 - a. Storm drain system improvements
 - b. Road crossing improvements
 - c. Channel improvements
 - d. Detention and Retention Ponds
- ii. Non-Structural Alternatives:
 - a. Identify flood areas and depths
 - b. Require new buildings to be elevated or located beyond flood hazard areas
 - c. Voluntary buy-outs of buildings most prone to flooding
 - d. Hazard classification for low water crossings
 - e. Recommendations on drainage criteria or ordinance updates for future development in and around floodplain areas
 - f. Flood warning objectives, including signage, flashers, gauges, notifications, or media

b. Ranking and Categorizing Projects

Using a systematic process, Halff will rank and categorize each evaluated drainage project. The projects may be classified as Large CIP (regional), Small CIP (local), and O&M (small projects) which will be defined with City staff input. When scoring is complete, Halff will provide a draft drainage matrix for solutions developed for City review. The draft solutions will include a one-page project summary that will include the project description, conceptual flood mitigation solution, and probable cost estimate. A simplified Benefit-Cost Analysis (BCA) will be conducted for the top five (5) projects that show reduction to structural flooding. If the City pursues project funding options such as grants or loans, a FEMA BCA module may be needed at that time per the funding requirements.

c. CIP Prioritization

Halff will meet with City staff to review the project classifications and confirm objectives and assumptions for the CIP prioritization. The prioritization of the drainage CIP projects will likely be evaluated based on criteria that may include Public Safety, Structures Benefited, Economic Impact, Environmental Impact, and Project Timing among others. Each of the criteria developed will have a description and scoring values.

Task 5: Forecast, Cost Analysis, and Potential Funding Sources

This task will be conducted by Halff's subconsultant, NewGen Strategies, LLC, and all coordination of the drainage forecasting, cost analysis, and proposed funding sources will be managed through Halff. Halff and NewGen Strategies will conduct a cost analysis for the potential of a drainage utility fee which funds drainage and maintenance projects. As part of this proposal, Halff and NewGen Strategies will coordinate with City staff to determine what anticipated crews, equipment, and staff that will maintain and manage stormwater infrastructure for the City. The cost analysis will also include the need for funding of maintenance and drainage CIP projects. The evaluation of the cost analysis will be based on the drainage



CIP projects developed in Task 4 of this proposal. The utility cost analysis does not include drainage utility fee implementation into the City's billing system. This task will include the following effort:

- i. Conduct meeting with City staff to establish goals of the future funding sources.
- ii. Develop a GIS impervious cover layer within the City limits based on the most recent aerial imagery.
- iii. Review utility billing systems and conduct determinants analysis. This task includes hours for our financial and engineering experts to construct a billing dataset, including calculation of impervious area for the City's commercial customers via use of GIS data, and the establishment of the appropriate Equivalent Residential Unit basis from a statistically significant sampling of Residential properties.
- iv. Utilize drainage CIP projects and drainage maintenance needs developed in previous tasks to develop the financial forecast and estimate of the cost of service.
- v. Utilize the billing data and determinants analysis to develop the revenue needed to cover maintenance expense.
- vi. Develop an electronic copy of the draft report summarizing findings, conclusions, and recommendations.
- vii. Develop a Customer and Stakeholder Engagement and Education strategy for the City that includes a public involvement plan jointly developed and executed by the City and the Consultant to educate the City's customers and stakeholders about the need for funding for the stormwater programs.

Task 6: Prepare Drainage Master Plan

The DMP submittal will include the project deliverables; a detailed narrative discussing the data collection and inventory process, compilation of all the data collected and evaluated, updated digital information, including GIS, H&H models, photos, conceptual solutions, schematic renderings, a prioritized drainage CIP plan, associated probable cost estimates, and drainage funding options. Specific tasks relating to the submittal preparation include the following:

a. Report Deliverable

- i. Prepare a detailed DMP report, including a narrative discussing the procedures and findings of each task, relevant figures and tables, a log of project decisions, conceptual drainage project solutions, probable cost estimate, prioritized drainage CIP plan, and drainage utility cost analysis. Copies of the digital information will be included on thumb drive with the report.

b. Digital Data Deliverable

- i. Prepare DMP digital database for submittal. The digital data will include the data used to support and develop the DMP deliverables such as a model inventory, report/plan inventory, field data collected (notes and photos), H&H models, basin delineations, land use, soils, hydraulic centerlines, cross-sections, stream floodplains (existing condition 25-yr and 100-year), GIS DMP Geodatabase and other relevant digital data.



Task 7: Quality Assurance/Quality Control

Each task will be subjected to internal QA/QC by an independent water resources engineer at Halff (typically by another office or team). Associated QC documentation will be provided upon request. Specific tasks relating to the QA/QC process include the following:

a. QA/QC Procedures

- i. The QA/QC program will include a multi-level approach to ensure that senior members review, comment, and approve the completed work. Quality control checklists shall be created for the data collection, model development, final DMP Geodatabase, and final report elements of the work. Each checklist will include milestone reviews that describe the items to be reviewed and include documentation of the comments by the reviewer and responses from the design engineer. Deliverables to the City will be accompanied by a certification that they have been reviewed for quality.

Deliverables

- Drainage Master Plan report to include key flood problem areas and flood mitigation solutions, probable cost estimate, and prioritized CIP drainage projects
- Project summary sheet for each drainage CIP projects identified
- Provide recommendations for future funding options
- Drainage Master Plan digital data that will include models, DMP Geodatabase and supporting project information



Proposed Fee Schedule

The fees for Task 1 through 8, established above, are described below. Halff proposed to complete the Scope of Work above for a Not To Exceed amount of \$284,609. A detailed breakdown of the fee estimate is attached.

Our services will be invoiced monthly based on the amount of effort completed. Costs incurred will be carefully monitored during the progress of this project and the fees will not be exceeded without prior approval from the City.

Task 1: Project Management and Coordination	\$ 24,074
Task 2: Obtain and Review Local Data	\$ 70,245
Task 3: Drainage Problem Identification	\$ 45,165
Task 4: Develop Drainage Solutions	\$ 50,930
Task 5: Forecast, Cost Analysis, and Potential funding sources.....	\$ 63,825
Task 6: Prepare Drainage Master Plan	\$ 21,095
Task 7: Quality Assurance / Quality Control.....	\$ 9,275

TOTAL ENGINEERING SERVICES **\$ 284,609**

Proposed Project Schedule

Halff can commence work on this project within 2 weeks after notice-to-proceed (NTP) is received from the City of Bastrop. Halff will complete the effort and submittal of deliverables within 14 months of NTP. A detailed project schedule outlining task effort and milestones will be developed when the project begins.

CITY OF BASTROP - DRAINAGE MASTER PLAN
Fee Summary
Summary of Hours by Task

TASK	Project Manager \$230.00	Mid Engineer \$345.00	Junior Engineer \$125.00	Engineer In Training \$105.00	QA/QC Manager \$185.00	GIS \$91.00	CADD Tech \$85.00	SURVEY TECH \$110.00	Survey 2 Man Crew \$175.00	Contract Admin \$75.00	Total Hours	Total Labor	Material Supplies	Mileage Travel	Subtotal	Other	Total Prime	Subconsultants +5%	TOTAL BUDGET
Task 1: Project Management and Coordination	60	0	45	0	0	34	0	0	0	15	154	\$23,644	\$160	\$270	\$430		\$24,074	\$0	\$24,074
1.a Project Meetings - Kick-off	5	5	5			4					14	\$2,139	\$80	\$270	\$350		\$2,489		\$2,489
1.a Project Meetings - Progress Meetings (5 mtgs)	20	20	20			10					50	\$8,010	\$0	\$0	\$0		\$8,010		\$8,010
1.a Project Meetings - Public Meetings (2 mtgs)	20	20	20			20					60	\$8,920	\$80	\$0	\$60		\$9,000		\$9,000
1.b Administration	15									15	30	\$4,575	\$0	\$0	\$0		\$4,575		\$4,575
Task 2: Data Collection	8	15	25	50	0	30	0	45	285	0	458	\$69,945	\$0	\$300	\$300		\$70,245	\$0	\$70,245
2.a GIS Data	2			15		20					35	\$3,395	\$0	\$0	\$0		\$3,395		\$3,395
2.b Hydrologic and Hydraulic Models	2		5	5							12	\$1,610	\$0	\$0	\$0		\$1,610		\$1,610
2.c Drainage Report and Record Drawings	2		5	5		10					20	\$2,060	\$0	\$0	\$0		\$2,060		\$2,060
2.d Master Plan and CIP Plan Review	2		10	10							22	\$2,760	\$0	\$0	\$0		\$2,760		\$2,760
2.e Field Reconnaissance	2	15		15				5	40		77	\$11,760	\$0	\$300	\$300		\$12,060		\$12,060
2.f Survey of Existing Stormdrain	2		5					40	245		292	\$48,360	\$0	\$0	\$0		\$48,360		\$48,360
Task 3: Drainage Problem Identification	15	5	160	130	20	40	0	0	0	0	370	\$45,165	\$0	\$0	\$0		\$45,165	\$0	\$45,165
3.a Prepare Hydrologic and Hydraulic Models	5		80	100	10	20					215	\$25,320	\$0	\$0	\$0		\$25,320		\$25,320
3.b 2D Rapid Assessment	5		60	20	10	10					105	\$13,510	\$0	\$0	\$0		\$13,510		\$13,510
3.c Identify Drainage Problems	5	5	20	10		10					50	\$6,335	\$0	\$0	\$0		\$6,335		\$6,335
Task 4: Develop Drainage Solutions	30	50	140	140	10	30	0	0	0	0	400	\$50,930	\$0	\$0	\$0		\$50,930	\$0	\$50,930
4.a Flood Mitigation Solutions	10	50	100	100	10	30					300	\$37,130	\$0	\$0	\$0		\$37,130		\$37,130
4.b Ranking and Categorizing Projects	10		20	20							50	\$6,900	\$0	\$0	\$0		\$6,900		\$6,900
4.c CIP Prioritization	10		20	20							50	\$6,900	\$0	\$0	\$0		\$6,900		\$6,900
Task 5: Forecast, Cost Analysis, and Possible Funding Sources	10	0	5	0	0	150	0	0	0	0	165	\$16,575	\$0	\$0	\$0		\$16,575	\$47,250	\$63,825
5.a GIS Impervious Cover Development	5		5			150					160	\$15,425	\$0	\$0	\$0		\$15,425		\$15,425
5.b Forecast and cost analysis	5										5	\$1,150	\$0	\$0	\$0		\$1,150	\$47,250	\$48,400
Task 6: Prepare Drainage Master Plan	17	0	60	60	0	35	0	0	0	0	172	\$20,895	\$200	\$0	\$200		\$21,095	\$0	\$21,095
6.a Report Deliverable	15		40	40		20					115	\$14,470	\$160	\$0	\$160		\$14,630		\$14,630
6.b Digital Data Deliverable	2		20	20		15					57	\$6,425	\$40	\$0	\$40		\$6,465		\$6,465
Task 7: Quality Assurance / Quality Control	2		15		40						55	\$9,275	\$0	\$0	\$0		\$9,275		\$9,275
TOTAL	140	70	450	350	70	319	0	45	285	15	1,774	\$258,428	\$960	\$570	\$930		\$261,358	\$47,250	\$284,608



275 W. Campbell Road
Suite 440
Richardson, TX 75080
Phone: (972) 680-2000

October 1, 2021

Mr. Paul Morales, PE, CFM, CPESC
Halff Associates, Inc.
9500 Amberglenn Blvd.
Bldg. F, Suite 125
Austin, TX 78729-1102

Subject: Proposal to Calculate Cost and Funding Options for the City of Bastrop

Dear Mr. Morales:

Based on our conversations, NewGen Strategies and Solutions, LLC ("NewGen") is pleased to provide this proposal to assist Halff Associates, Inc. ("Halff") and your client, the City of Bastrop ("City"), in support of the City's Development of Comprehensive Drainage Master Plan and Feasibility Drainage Cost Analysis Study ("Study").

Firm Overview

NewGen was created by a group of senior consultants who have previously worked together in regional and national firms. The NewGen name is an abbreviation for a *new generation* of consultants with the business objective and purpose of providing high quality management and economic consulting services to the municipal utility industry. Our team includes nationally recognized experts that offer financial, economic, strategy, and due diligence services to our clients.

Our tag line, "Thoughtful Decision Making for Uncertain Times," succinctly describes our capability to provide our clients solutions and recommendations tempered with our keen insight into the growing role of stakeholders, resource availability, environmental concerns, cost of providing utility services, and economic conditions.

Project Work Plan

The Project Team for this effort will be led by Mr. Matthew Garrett, Managing Director of NewGen's Water and Wastewater Practice. Mr. Garrett will be supported by Mr. Chris Ekrut as Client Liaison. Mr. Ekrut currently works with the City to provide financial analysis and support related to the City's Water and Wastewater Utility.

Halff and NewGen will conduct a cost analysis for the potential of a drainage utility fee which funds drainage and maintenance projects. As part of this proposal, Halff and NewGen will coordinate to determine what anticipated crews, equipment, and staff will maintain and manage stormwater infrastructure for the City. The rate study will also include the need for funding of maintenance and drainage CIP projects. The evaluation of the fee analysis will be based on the drainage CIP projects developed in Task 4 of the broader project. The utility rate study does not include drainage utility fee implementation into the City's billing system.

Mr. Paul Morales
October 1, 2021
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Per our understanding of the project, NewGen's support will include the following tasks, generally referred to as Task 5 in the broader project. Once notice to proceed is provided, the Project Team will work with Halff and City staff to refine and finalize the proposed work plan.

1. Conduct meeting with City staff to establish goals of the rate study.
2. Obtain and review GIS data available for rate study. *(This Task is assumed to be primarily completed by Halff; NewGen will provide support as requested.)*
3. Review utility billing systems and conduct determinants analysis. This task includes hours for our financial experts to construct a billing dataset and assist Halff as needed in the establishment of the appropriate Equivalent Residential Unit basis.
4. Utilize drainage CIP projects and drainage maintenance needs developed in previous tasks to develop the financial forecast and estimate of the cost of service.
5. Utilize the billing data and determinants analysis to develop future funding sources for capital improvements and maintenance of drainage facilities. To the extent that the billing basis lends itself to alternative fee development, the Project Team will consider up to three (3) alternative fee structures both within and between classes as well as the impact of potential discretionary exemptions from the fee.
6. Provide a list of Cities and how they fund maintenance and Capital Projects. Provide draft content for the draft report created by Halff for the City summarizing findings, conclusions, and recommendations of the future funding options.
7. Assist in the development of a Customer and Stakeholder Engagement and Education strategy for the City that includes a public involvement plan jointly developed and executed by the City and the Consultant to educate the City's customers and stakeholders about the need for funding for the stormwater program, the various fee alternatives evaluated by the City, the anticipated costs associated with different funding mechanisms and planned steps toward implementation.

Cost of Services

As a subconsultant to Halff for this project, NewGen will perform the services described above for a **not-to-exceed fee of \$45,000**, inclusive of out-of-pocket expenses incurred at cost. NewGen proposes to bill Halff based on time and expenses incurred at our then applicable hourly billing rates, as well as expenses based on actual costs incurred. Our current hourly billing rates, which will remain in effect through December 31, 2021, are as follows:

Mr. Paul Morales
October 1, 2021
Page 3

**NewGen Strategies and Solutions
2021 Billing Rates**

Position	Hourly Billing Rate
President / Managing Director / Director	\$230 - \$360
Executive Consultant	\$220 - \$320
Senior Consultant	\$190 - \$220
Consultant	\$120 - \$170
Administrative Services	\$110

Note: Billing rates are subject to change based on annual reviews and salary increases.

If this proposal is accepted, the resulting agreement is subject to cancellation with thirty (30) days prior written notice provided to NewGen. In the event of cancellation, all labor and expense charges incurred by the Project Team through the date of cancellation will be considered due at the time notice of cancellation is delivered, regardless of work product and/or engagement status.

Additionally, you agree that the services rendered by NewGen will be performed in accordance with instructions or specifications received by Halff and/or the City and will be provided with the degree of skill and judgment exercised by recognized professionals performing services of similar nature and consistent with the applicable industry best practices.

All payments made under this engagement should be remitted to:

NewGen Strategies and Solutions, LLC
275 W. Campbell Road, Suite 440
Richardson, Texas 75082

Conclusion

Again, we appreciate Halff's consideration of our Firm to assist in performing this important engagement for the City. If you have any questions regarding this letter and/or require additional information please feel free to contact Matthew Garrett at (972) 675-7699 or via e-mail at mgarrett@newgenstrategies.net. We thank you for this opportunity and look forward to assisting you.

Sincerely,

NewGen Strategies and Solutions, LLC

DocuSigned by:

Matthew B. Garrett

B23EEBEF79E64D1...
Matthew B. Garrett

Managing Director, Water and Wastewater Practice

EXHIBIT A-3

House Bill 89 Verification

(See Attached)

House Bill 89 Verification Form

I, Cindy Engelhardt (printed person's name), the undersigned representative of (Company or Business name) Half Associates (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.

10/18/2021

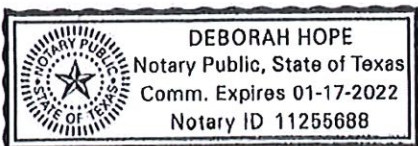
DATE

Cindy Engelhardt

SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE 18 day of October, 2021, personally appeared Cindy Engelhardt, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL



Deborah Hope

EXHIBIT B-1

REQUIREMENTS FOR GENERAL SERVICES CONTRACT

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City, including any delay periods. If the Project is not finalized and the insurance expires, Contractor is obligated to extend the insurance coverage. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Bastrop accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

- A. The City of Bastrop shall be named as an additional insured with respect to General Liability and Automobile Liability on a separate endorsement
- B. A waiver of subrogation in favor of The City of Bastrop shall be contained in the Workers Compensation and all liability policies and must be provided on a separate endorsement.
- C. All insurance policies shall be endorsed to the effect that The City of Bastrop will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.
- D. All insurance policies, which name The City of Bastrop as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- E. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
- F. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Bastrop of any material change in the insurance coverage.
- G. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
- H. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- I. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Bastrop.
- J. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
- K. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2016/03) Coverage must be written on an occurrence form.
- L. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
- M. Upon request, Contractor shall furnish The City of Bastrop with certified copies of all insurance policies.
- N. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Bastrop within ten (10) business days after contract award and prior to starting any work by the successful contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Bastrop, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Bastrop. The certificate of insurance and endorsements shall be sent to:

**City of Bastrop
Engineering and Capital Project Management Department
P. O. Box 427
1311 Chestnut Street
Bastrop, TX 78602**

INSURANCE REQUIREMENTS

Items marked "X" are required to be provided if award is made to your firm.

Coverages Required & Limits (Figures Denote Minimums)

- Workers' Compensation Statutory limits, State of TX.
- Employers' Liability \$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate

Commercial General Liability:

	<input type="checkbox"/> Very High/High Risk	<input checked="" type="checkbox"/> Medium Risk	<input type="checkbox"/> Low Risk
Each Occurrence	\$1,000,000	\$500,000	\$300,000
Fire Damage	\$300,000	\$100,000	\$100,000
Personal & ADV Injury	\$1,000,000	\$1,000,000	\$600,000
General Aggregate	\$2,000,000	\$1,000,000	\$600,000
Products/Compl Op	\$2,000,000	\$500,000	\$300,000
XCU	\$2,000,000	\$500,000	\$300,000

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

	<input type="checkbox"/> Very High/ High Risk	<input checked="" type="checkbox"/> Medium Risk	<input type="checkbox"/> Low Risk
Combined Single Limits	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 Sugar Land) 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 Sugar Land)

- \$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.