

RESOLUTION NO. R-2022-84

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A PROFESSIONAL SERVICES CONTRACT WITH STANTEC CONSULTING SERVICE, INC. IN AN AMOUNT NOT TO EXCEED TWO HUNDRED NINETY THOUSAND DOLLARS AND ZERO CENTS (\$290,000.00) ATTACHED AS EXHIBIT A, FOR THE PARKS AND RECREATION MASTER PLAN PROJECT; AUTHORIZING CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Bastrop, Texas recognizes that unprecedented growth and development in recent years has created numerous challenges in the appropriate provision of municipal services, specifically those related to parks and recreation; and

WHEREAS, the City Council of the City of Bastrop recognizes the value parks and recreation brings to the community; and

WHEREAS, the City Council of the City of Bastrop, Texas acknowledges the goals set in the 2036 City Comprehensive Plan initiates the need and desire to provide a sufficient amount of public park land and recreational needs for current and future residents; and

WHEREAS, The City Council understands the importance of developing a comprehensive Parks and Recreation master Plan to assist the City in preparing for continuing growth and development and to identify City's potential capital improvement projects.

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

Section 1: That the City Manager is hereby authorized to execute the Professional Services Contract attached as Exhibit A, not-to-exceed amount of two hundred ninety thousand and zero cents (290,000.00).

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,
Texas this 13th day of December, 2022.

APPROVED:



Connie B. Schroeder, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney

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

This General Services Contract (“Contract”) is entered by and between the **City of Bastrop**, a Texas Home-Rule Municipal Corporation (the “City”), and Stantec Consulting Services, Inc. (the “Engineer/Contractor”), and together with the City jointly referred to as the “Parties,” for the following work described on the Scope of Services, Exhibit A-2, attached and incorporated herein to this Contract (the “Work” or “Project” or “Parks & Recreation Master Plan”).

I. General Information and Terms.

Engineer’s/Contractor’s Name and Address:	Stantec Consulting Services Inc. 70 NE Loop 410, Suite 1100 San Antonio, TX 78216 Attn: Mark Maldonado
General Description of Services:	Professional landscape architecture services related to the master planning of the city-wide Parks and Recreation Master Plan
Maximum Contract Amount:	\$290,000
Effective Date:	On the latest of the dates signed by both parties.
Termination Date:	See II.D.

Contract Parts: This Contract consists of the following parts:

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

II. Standard Contractual Provisions.

A. Contractor’s Services. The Contractor will provide to the City the professional engineering services (“Services”) described in the Scope of Services, Exhibit A-2 attached and incorporated herein to this Contract under the terms and conditions of this Contract.

B. Billing and Payment. The Contractor will bill the City for the Services provided at intervals of at least 30 days of receipt of Contractor’s invoices, except for the final billing. The City will

pay the Contractor within 30 days of receipt of Contractor's invoices for the Services provided for in this Contract with current revenues available to the City, but all of the City's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the Government Code. The City shall have the right to withhold payment, or any part thereof, of any of invoice presented by Contractor until resolution providing reasonable verification of the correctness thereof 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 thirty (30) 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). The City shall provide notice to Contractor in the event the City fails to appropriate funds, and in such event the Contractor's obligations under this Contract shall immediately cease, except for completion of any services paid in advance if any.

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 be fully responsible to the City for the negligent acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

H. Assignment. The Contractor may not assign this Contract without the City's prior written consent.

I. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Bastrop County, Texas.

J. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

K. Dispute Resolution Procedures. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

L. Attorney's Fees. Should either party to this Contract bring suit against the other party for any matter relating to this Contract, the prevailing Party shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

M. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS

OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY, INCLUDING REIMBURSEMENT OF REASONABLE ATTORNEY'S FEES AND COST IN PROPORTION OF CONTRACTOR'S LIABILITY, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT ACT, ERROR, OR WILLFUL MISCONDUCT OF THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, OR ANYONE WHOM THE CONTRACTOR IS LEGALLY LIABLE FOR UNDER THIS CONTRACT.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES WHETHER UNDER BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, ENHANCED, TREBLE (OR STATUTORY EQUIVALENT), OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY OR LOSS OF PROSPECTIVE REVENUE, ARISING OUT OF THIS AGREEMENT OR ANY WORK OR SERVICES PERFORMED OR TO BE PERFORMED HEREUNDER.

THE TOTAL AMOUNT OF ALL CLAIMS THE CITY MAY HAVE AGAINST THE CONTRACTOR UNDER THIS CONTRACT OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES UNDER ANY THEORY OF LAW, INCLUDING BUT NOT LIMITED TO CLAIMS FOR NEGLIGENCE, NEGLIGENT MISREPRESENTATION AND BREACH OF CONTRACT, SHALL BE STRICTLY LIMITED TO \$1,000,000.00 AS THE CITY'S SOLE AND EXCLUSIVE REMEDY UNDER THIS CONTRACT ANY CLAIM, DEMAND OR SUIT SHALL BE DIRECTED AND/OR ASSERTED ONLY AGAINST THE CONTRACTOR AND NOT AGAINST ANY OF THE CONTRACTOR'S EMPLOYEES, OFFICERS, OR DIRECTORS.

N. RELEASE. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON, AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENCE, RECKLESSNESS, OR WILLFUL MISCONDUCT OF CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS..

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

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

Q. Documents and Data, Licensing of Intellectual Property, and Copyright. All Work progress and final documents and data produced by Contractor during the term of the Contract shall be and remain the property of the City upon full payment of all monies owed to the Contractor. 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). Notwithstanding the foregoing, the City's right to inspect, copy, and audit shall not extend to the composition of Contractor's rates and fees, percentage mark-ups, or multipliers but shall apply only to their application to the applicable units.

B. Reports of Incidents


Within twenty-four (24) hours upon occurrence, Contractor shall provide in writing to the City notice and details of any accidents or occurrences resulting in injuries to persons, property, or pollution arising in any way arising out of or related to the Work whether done by Contractor or any subcontractor of Contractor or any other member of Contractor Group performing Work pursuant to this Contract. Contractor shall in writing within twenty-four (24) hours of any claim, demand, or suit that may be presented to or served upon it arising out of or as a result of Work.

IV. Additional Contract Documents. The following documents attached to this Contract are part of this Contract:

- EXHIBIT A-1: Certificate of Interested Parties (1295 Form)
- EXHIBIT A-2 Scope of Work
- EXHIBIT A-3 House Bill 89 Verification
- EXHIBIT B-1 Requirements for General Services Contract

V. Signatures.

Stantec Consulting Services, Inc.


By:  Digitally signed by Maldonado,
Mark (San Antonio)
Date: 2022.12.20 09:56:44
-06'00'

Printed Name: Mark Maldonado

Title: Principal

Date: _____

CITY OF BASTROP

By:  Digitally signed by Carrillo,
Sylvia (Dec 21, 2022 06:18 CST)

Printed Name: Sylvia Carrillo

Title: City Manager

Date: Dec 21, 2022

EXHIBIT A-1

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

(See Attached)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2022-965380

Date Filed:
12/16/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Stantec Consulting Services Inc.
San Antonio, 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.
PARKS AND REC MP #PK-2201
Provide Parks and Recreation Master Planning services for the City's Parks and Recreation Master Plan.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Stone, Jeffery	Rochester, NY United States	X	
	Lerner, Stuart	New York, NY United States	X	
	Mustang Acquisition Holdings Inc.	Broomfield, CO United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is David Irvine, and my date of birth is December 13, 1970.

My address is 12130 Overcup Drive, Houston, TX, 77024, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 16 day of December, 2022.
(month) (year)

David A. Irvine

Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT A-2

Scope of Services **dated September 13, 2022**

(See Attached)

Attachment 1 – Scope of Services

The City of Bastrop Parks, Recreation and Open Space Master Plan (Bastrop PROS Master Plan) will be developed in three phases as described below:

PHASE 1: Discovery- Foundation Building

From the onset of this Project, we will work closely with the City's PM to establish appropriate communication protocols, project management benchmarks, QA/QC process and branding for this effort to make it a success. We will also work as a team to review all available existing information for the Study Area so that we can lay the appropriate foundation for all subsequent planning activities to follow. Our approach to this phase includes the following scope items, provided in greater detail.

Task 1.0: Staff Kick-off Meeting – The purpose of this meeting is to kick-off the Project between the Client and the Stantec Team, to discuss the project work plan which will include the scope, schedule, and coordination related items, including the request of data from the Client including all base file data in GIS format for completion of tasks within Phase 1. Stantec team members will attend via phone conference. Stantec will supply a summary of the kick-off meeting that outlines the discussion items, decisions made and follow up action items to be completed.

Task 1.0 Meetings/ Deliverables

- Project Kick-off Meeting & Meeting Minutes
- Document Request Form (To be completed by City)

Task 1.1: Staff Check-in Meetings – Stantec's PM will meet with the City's PM on a monthly basis, once per month, throughout the 10-month duration of the project. These meetings will be attended virtually and are anticipated to last approximately 1 hour. The purpose of the monthly meetings is to review submittals and keep both parties (Stantec and City) updated on the Project's progress. Project status update memos will be issued monthly and shall summarize work completed, work scheduled to be completed for the upcoming month, and any outstanding issues or decisions that must be resolved by City staff or the project team. Stantec will document these staff check in meetings via e-mail to outline discussion points, decisions made, next steps and any follow up action items needed. Should extra client review meetings be required to complete this task, consultant will review with the Owner the required additional fees necessary to cover the increase in the scope of work.

Task 1.1 Meetings/ Deliverables

- (10) Monthly Staff Check-in Meetings & Meeting Minutes
- (10) Monthly Project Status Update Memo

Task 1.2: Branded Materials and Project Logo– Stantec will develop a design template (according to City's branding standards) and logo to brand the Project. All project documents and materials will follow the standards of the selected design template. Stantec will also provide the design of material for facilitation aids for public outreach and citizen participation as well as marketing materials for increased project awareness.

Task 1.2 Meetings/ Deliverables

- Project Graphic Design Template
- Project Logo
- Project Flyers/ Notices/ Brochures

Task 1.3: Social Media Content and Project Website- The Stantec Team will assist City Staff by providing content material for the project website. City Staff will develop and maintain the project-specific website throughout the duration of the Project. The website should include an overview of the project, project timeline, sign-up for project notifications, review of public documents, and stay up-to-date on upcoming public engagement/outreach events. Stantec will work with the City to take advantage of existing social media opportunities, such as existing Facebook, Instagram, and Twitter accounts owned by the City. Our experience is that providing information for accounts with existing followers is more successful than setting up new accounts for a project. Stantec will provide notifications of the public engagement/outreach events in both English and Spanish for the City to upload to the website and various social media platforms. Project reports, public documents, and the Parks Master Plan will be provided in English only.

Task 1.3 Meetings/ Deliverables

- Project Website Design & Maintenance

- Social Media Marketing Campaign- Project Initiation
- Social Media Marketing Campaign- Community Workshop No.1
- Social Media Marketing Campaign- Community Workshop No.2

Task 1.4: Reconnaissance/ Existing Conditions & Inventory Assessment – Stantec will review and summarize existing plans, projects, and programs pertinent to the Bastrop PROS Master Plan planning area. Stantec will work with the Client staff to identify the list of plans and provide the resultant planning documents. Stantec staff will reference the existing plans, projects, and programs as they pertain to the project boundary and incorporate findings as best as possible into the PROS Master Plan. Stantec will conduct a desktop inventory of park improvements, as well as evaluate area influences and other conditions which have influenced and continue to inform the growth, development patterns, and connectivity of the City. Stantec will also review relevant documents including policies, regulating documents, and others to understand prevailing influences regarding the parks and recreation system for the City of Bastrop.

The Stantec Team will also conduct a walk-through and inventory and assess existing physical conditions for the City's existing 14 parks. The work in this task will begin with a 2-day site visit and meeting with City staff and is intended to provide the factual and analytical basis for the planning effort. This dialogue will also provide further insight in understanding issues to be addressed, pitfalls to avoid, and recommendations for best approaches for successful plan implementation. For Mayfest Park, Bob Bryant Park, and Fisherman's Park, Stantec will locate and identify the size, location, existing site amenities, facilities, utilities, roads, parking, trees, and park equipment.

The deliverable for this task will be a series of maps depicting the existing physical opportunities and constraints, along with a supporting technical memorandum summarizing our observations and impressions.

Task 1.4 Meetings/ Deliverables

- 2-Day Park & Facility Site Visit and Assessment Meeting with Design Team and City Staff
- Existing Park Inventory & Assessment Memo
- Existing Conditions Map- Mayfest Park
- Existing Conditions Map- Bob Bryant Park
- Existing Conditions Map- Fisherman's Park

Task 1.5: Base Mapping – Stantec will utilize city provided data, readily available GIS information and Lidar aerial maps to create a base map for each of the three existing parks that will be master planned – Mayfest Park, Bob Bryant Park, and Fisherman's Park. **Note, if any of the Parks Master Plan move into the design development phase, then a topographical survey will be needed in order to create a precise set of construction documents.*

Task 1.5 Meetings/ Deliverables

- The deliverable for this task will be provided as part of Task 1.4 – Reconnaissance/ Existing Conditions & Inventory Assessment.

Task 1.6: Existing & Future Statistics – Stantec will review existing and future statistics relevant to the City of Bastrop's Park, Recreation and Open Space system to include the following:

- Existing Population & Demographic Analysis- Using data provided by City Staff, Stantec will review and analyze the population and demographic characteristics of the residents of the City of Bastrop to help identify current and future park and recreational needs.
- Park Classification, Standards & Benchmarking- Using data provided by City Staff along with data compiled by the Stantec team, we will utilize the Existing Conditions Analysis, in tandem with current population estimates (2020 US Census or most recent American Community Survey), to compare the existing park and recreational facilities within the City against National Recreation and Park Association (NRPA) standards. We will also identify relevant park development trends along with benchmarking City facilities with regional and national standards. Stantec will work with City staff to identify relevant communities within the region or nation against which to compare and analyze level of service and parks and recreation standards. These comparisons may be peer communities, in terms of location or size, or may be aspirational communities, systems whose level of services or offering the City would like to emulate.

Task 1.6 Meetings/ Deliverables

- The deliverable for this task will be provided as part of Task 3.0 – Final Parks, Recreation and Open Space Master Plan- Draft

Task 1.7: Bastrop Park Existing Facilities Assessment - The Stantec team will conduct an on-site observation and assessment of specific Bastrop park facilities to include the following:

- **Park Accessibility Assessment**– The Design team will work with the City and participate in an in-person tour of all fourteen (14) existing city parks for the assessment of accessibility in accordance to the Texas Accessibilities Standards (TAS) as a basis. Existing accessibility conditions and access will be included in the final memo. The memo will include a narrative describing observations, with photos and applicable comments for each one of the facilities reviewed.

Meetings/ Deliverables

- (1) In-person tour with City staff of the existing facilities within 14 of the city's existing parks.
- Existing Conditions Summary Report and Recommendations Memo to achieve minimal accessibility compliance based on the existing conditions at the 14 parks.
- (1) Virtual meeting with City staff to review Existing Conditions Summary Report and Recommendations Memo

Task 1.8: Stakeholder and Community Outreach/ Engagement – Using the events and opportunities outlined in the Stakeholder and Community Engagement Plan Memo, the Stantec team will facilitate robust stakeholder and community engagement and solicit the public's input on a vision and goals for the City of Bastrop Parks, Recreation and Open Space Master Plan. Specific development/improvement opportunities, goals, and feedback will be discussed for each of the three existing parks that will be master planned – Mayfest Park, Bob Bryant Park, and Fisherman's Park. Throughout the project, Stantec will develop, participate, and assist with the following public engagement activities:

- **Management and Engagement Plan** – Stantec will work with the City's contracted Diversity and Inclusion Specialist and develop a stakeholder and community engagement plan memorandum that identifies the details for each of the engagement strategies. These details will include but are not limited to venues, key participants, engagement advertisements, coordination, and plan and work product to be completed with each engagement strategy. This plan will be developed with a medium to high level of detail that specifically denotes responsible parties to complete specific engagement coordination tasks.

Meetings/ Deliverables

- (1) In-person strategy session with the City's contracted Diversity and Inclusion Specialist and City Staff
- Stakeholder and Community Engagement Plan Memo
- **Stakeholder and Ambassador Listening Sessions**– We will identify two (2) stakeholder groups and six (6) individuals across the City that will function as ambassadors for the planning process and the PROS Master Plan, assist with public outreach and input gathering, and help us reach traditionally underserved groups. We will lead 1-hour facilitation sessions with the stakeholder groups and (30) minute interviews with individual ambassadors to understand issues to be addressed, pitfalls to avoid, and recommendations for best approaches to input and outreach. The purpose of this task is to meet with individuals and groups with potential to influence/ impact future development and improvements of the parks and open spaces in Bastrop. Potential groups could include members of Youth Associations, Sport Groups, City Staff, business and property owners, developers from the community and region, lenders, and others.

Meetings/ Deliverables

- (2) In-Person Stakeholder Groups Listening Sessions up to 1 Hr. each (conducted in 1 day)
- (6) Virtual Ambassador/ Individual Listening Sessions up to 30 mins. each
- Develop and Present Session Materials
- Summary Memo and synthesis of input received.
- **Parks Advisory Board/ Steering Committee Meeting** – The Stantec Team will facilitate one (1) meeting with the Parks Advisory Board or the Steering Committee, a group of individuals identified by the Client, to ensure input, review, and direction related to various activities and deliverables of the planning process, as well as to help build additional consensus to aid in developing community consensus and in implementation of the recommendations. Stantec will coordinate with City staff and will facilitate these meetings and provide a meeting summary outlining key discussion points, considerations, and next steps. City to provide venue, food/ beverages, and audio/video

connections. Materials prepared for this meeting will allow the Client staff to make similar presentations to other Boards, Planning and Zoning Commission, and Town Council if desired.

Meetings/ Deliverables

- Develop and Present Meeting Materials
 - In-person Parks Advisory Board/ Steering Committee Kick-off Meeting (Date T.B.D)
- **Community Workshops**– The Stantec Team will facilitate two (2) community workshops. To initiate the planning process on a City-wide level, we propose a in-person townhall symposium style event.

Community Workshop Meeting No. 1 is intended to primarily explain the process and timeline and facilitate input exercises to understand issues and opportunities in the City. During this workshop, engagement activities are about eliciting conversations about the vision and transforming that vision into specific action items.

Community Workshop Meeting No. 2 involves community validation of what has been developed in response to their input and how to accomplish those tasks. It is an opportunity for the overall community to tell us what they think of the ideas and designs as well as the suggested action steps developed by the project team, and to validate them or suggest final changes to them prior to developing the final document.

Meetings/ Deliverables

- Develop and Present Meeting Materials
 - In-person Community Workshop Meeting No. 1 (Date T.B.D)
 - In-person Community Workshop Meeting No. 2 (Date T.B.D)
- **Meeting in a Box, Visioning Boards, and QR Codes**– The Stantec Team will create and package a customized “Meeting in a Box” to include instructions, sign-in sheets, activities, and worksheets. A “Meeting in a Box” is intended to be self-administered by PROS Master Plan Ambassadors working with residents/ organizations in small groups. This could include working in small groups at a regularly scheduled meetings, luncheons, or can be disseminated and administered by other park advocates. These meetings should not last more than 60 mins and should be used to identify the issues and opportunities they may be facing with regard to the overall City’s parks, recreation, and open space system. It would also be an opportunity to identify area specific issues that may be impacting them.

Stantec will also provide visioning boards and QR codes for the City to utilize during community pop-up events and other engagement events that are led by stakeholders and City staff.

Meetings/ Deliverables

- Develop and Package “Meeting in a Box” materials
 - Print and Deliver (5) “Meeting in a Box” Packages that can be checked-out
 - Visioning Boards and QR code
 - Summary Memo and synthesis of input received.
- **City Council Meetings** – The Stantec Team will facilitate one (1) meeting with the City of Bastrop City Council, to ensure input, review, and direction related to various activities and deliverables of the planning process, as well as to help build additional consensus to aid in developing community consensus and in implementation of the recommendations. Stantec will coordinate with City staff and will facilitate these meetings and provide a meeting summary outlining key discussion points, considerations, and next steps. City to provide venue, food/ beverages, and audio/video connections

Meetings/ Deliverables

- Develop and Present Meeting Materials
- In-person City Council Kick-off Meeting (Date T.B.D)

Task 1.9: Development of Vision and Goals–Stantec will work with the city to produce a clear and concise Statement of Vision and Key Goals for the plan, based on the Community Workshop and community engagement activities. The vision statement and goals will be refined throughout the Project and serve as a guidepost for all future discussions.

Meetings/ Deliverables

- Submit Statement of Vision and Key Goals to City for review and input. City to vet the vision and goals with the Park Advisory Board and Steering Committee

- Vision & Goals Draft

PHASE II: PLAN DEVELOPMENT AND RECOMMENDATIONS

Task 2.0: Needs Assessment– The needs assessment is an objective method to determine whether the park system effectively meets the locally established standards. The information being assessed is based upon existing conditions, community input, community resources, existing and future level-of-service, and growth trends. The assessments are then matched with available lands and future amenities to determine current and future needs. The desires and deficiencies identified form the basis for recommendations. This needs assessment relies also on public comments, staff knowledge and stated desires. The needs assessment is part science and part art, having to balance data with community desires. Park assessments rely heavily on national standards, but those are only a portion of the overall calculations. While many national standards appear difficult to apply, they are only a guideline; thus, this planning effort finds them valuable as a benchmark, but will use additional methods of assessment to aid in determining the community's needs. We will use three methods for assessing current and future park needs, demand-based, standards-based and resource-based assessment methodologies.

Meetings/ Deliverables

- The deliverable for this task will be provided as part of Task 3.0: Final Parks, Recreation and Open Space Master Plan- Draft

Task 2.1: Recreational Analysis and Program Plan– This scope of work will support the completion of an assessment of recreation programs and services, evaluation of relevant community needs, and development of a program plan for the City of Bastrop's Park and Recreation System to be included in the PROS Master Plan. Focus areas of this study to include the following:

- **Park / Facility Review and Data Evaluation** - Pros Consulting will work with Stantec, City staff, and other team members to review existing parks and facilities for their programmatic potential, as well as data from the community engagement process indicating the recreational interests and needs of residents. This will include on-site park and facility site visits, interviews with city staff involved with current programming, and evaluation of community input and survey data on recreational interests and needs.
- **Recreation Program Analysis** – Recreation programs and special events are the backbone of park and recreation agencies. This assessment will review how well the recreation system aligns itself with community needs. The goal of this process is to provide recreation program enhancements that result in successful and innovative recreation program offerings. We will provide insight into recreation program trends from agencies all around the country. The process includes analysis of: age segment distribution, lifecycle analysis, core program analysis and development, similar provider analysis/duplication of service, market position and marketing analysis, user fee analysis for facilities and programs/services, review of program development process, backstage support, or service systems and agency support needed to deliver excellent service. Ultimately, the outcome of the process will be the creation of a dynamic recreation program plan that results in increased registration, drives customer retention and loyalty, improves customer satisfaction, and increases revenues. Additionally, it will help focus department efforts in core program areas and create excellence in those programs deemed most important by program participants.
- **Program Plan** - Pros will utilize the culmination of the assessment of existing conditions sites, facilities, and programs, and community need prioritization as derived from the community survey and other public engagement methods of the project to develop a program plan. This plan will identify specific programs that are reflective of community interests and needs and are also respectful of the organizational capacity of the city of Bastrop parks and recreation services. Additionally, potential programs that can be provided through partnerships will be identified and included in the program plan.
- **Comprehensive Operations and Maintenance Analysis**- Stantec will assess the current operations and maintenance associated with the three existing parks, Mayfest Park, Bob Bryant Park, and Fisherman's Park, in comparison with the proposed improvements for the three parks as outlined within the Parks Master Plans. A written report outlining the estimated annual operations and maintenance costs associated with each park inclusive of anticipated capital purchases, personnel, reoccurring annual expenses, and supplemental contracts will be provided.

Meetings/ Deliverables

- (1) In-person tour with City staff of the existing facilities within 14 of the city's existing parks.

- (1) Virtual meeting with City staff to review current programming, recreational interest, and needs (2 Hrs.)
- Recreational Program Analysis Summary
- Recreational Program Plan
- Operations and Maintenance Summary for Mayfest Park, Bob Bryant Park, and Fisherman’s Park
- Comprehensive Operations and Maintenance Plan
- (3) Virtual meeting with City staff to review above summaries and Plans (1 Hr. each)

Task 2.2: High-Level Trail Connectivity Exhibit(s)– Stantec will conduct an in-person work session with City staff to review existing paved trails, natural surface trails, and the public sidewalk system and to identify proposed trails that will connect to the existing trails. Stantec will provide high-level trail exhibits showing potential trail locations based off of contours, property lines, and any other readily available mapping information.

Meetings/ Deliverables

- (1) In-person work session with City staff to review existing trails and to identify future trail locations
- High-level Trail Exhibit(s) showing Existing and Proposed Trails

Task 2.3: Sport Facility Feasibility Study– This task encompasses understanding from City of Bastrop staff and key stakeholders the goals and objectives of the feasibility study, and the initial perceptions of the nature of the demand and opportunity for a high-quality sports facility. Because the market context for a sports facility is unique to the sport under consideration, it will encompass identifying the sport(s) to be analyzed. It will also clarify how the feasibility analysis relates to specific locations in Bastrop where the sports complex may be situated. Focus areas of this study to include the following:

- **Feasibility Study Scoping-** We will familiarize ourselves with existing sports facilities in Bastrop and analyze strengths and limitations. Discussions will explore perceived needs and opportunities relative to specific sports. They will also explore whether there are specific local sites where the sports facility may be situated, and their capacity, strengths, and limitations. We will Interview city staff and key stakeholders and facilitate discussions to explore perceived needs and opportunities relative to specific sports. Specific local sites where the sports facility may be situated, and their capacity, strengths and limitations will also be explored. At the conclusion of this phase, we will discuss of initial findings, goals and local context with city staff, resulting in identification of sports to be analyzed, and locational options.

Meetings/ Deliverables

- (Up to 5) Virtual Stakeholder/ City Staff Interviews up to 1 Hr. each
- Feasibility Study Key Findings Summary
- (1) Virtual meeting with City staff to review Key Findings Summary, Identification of Sports to be Analyzed, and Potential Locational Options
- **Market Context Analysis-** The market context analysis will evaluate the local and regional need and competitive context for a sports complex serving the specific sport or sports identified above. This phase will: (1) Evaluate the demographic and socioeconomic characteristics and trends of Bastrop and the surrounding region, including, but not limited to: spending patterns, age, gender, education, income, purchasing power and sports participation and attendance; (2) Identify and analyze the competitive context for each sport. Tournament quality sports facilities in the relevant region will be identified and mapped, and facility characteristics researched such as their offerings, capacity, user counts, amenities, and regular use and events; (3) Conduct interviews relative to the utilization of tournament quality facilities in the competitive environment, including interviews with sports complex operators and sport specific tournament organizers; (4) Estimate demand for sports programming and events for the sports complex by candidate sport—including leagues, clinics, classes, camps, tournaments, etc—and including potential local users of the facility; and (5) Develop recommendations concerning size of sports complex based on this research and locations under consideration. At the conclusion of this phase, we will discuss findings and recommendations with city staff.

Meetings/ Deliverables

- (Up to 10) Virtual Interviews per Sport up to 1 Hr. each; assumes up to three sports will be analyzed
- Key Findings and Recommendation Summary
- (1) Virtual meeting with City staff to review Key Findings Summary, Estimated Demand, and

Recommendations

- **Economic Impact Analysis-** Competitors and visitors at sports events generate economic activity. Visitor spending supports local businesses and has the ripple effects of supporting their local suppliers and the local spending of their employees. Estimates of sports participants and spectators developed in the task above can be utilized to estimate the impact on the local economy from this “sports tourism.” This phase will estimate the direct, indirect and induced impact on the local economy of sport complex related activity.

Meetings/ Deliverables

- Economic Impact Analysis Summary
- (1) Virtual meeting with City staff to review Economic Impact Analysis Summary

Task 2.4: Master Plan Development, Recommendations and Strategies- We will develop an overall Parks, Recreation, Trails and Open Space Master Plan which will be based off the public input received throughout the project. The Master Plan deliverable will include a graphic written report, with an executive summary, maps, and associated graphics, photographs, tables, and charts. The report will document the planning process, input, and all previous tasks. We will suggest preliminary recommendations for projects, programs, and policies that will assist in realizing the community vision. This phase will include:

- Mayfest Park- (2) Preliminary Master Plan Concepts with (1) refinement; Community feedback to selected preferred concept and to be developed into the Mayfest Park Final Master Plan.
- Bob Bryant Park- (2) Preliminary Master Plan Concepts with (1) refinement; Community feedback to selected preferred concept and to be developed into the Bob Bryant Park Final Master Plan.
- Fisherman’s Park- (2) Preliminary Master Plan Concepts with (1) refinement; Community feedback to selected preferred concept and to be developed into the Fisherman’s Park Final Master Plan.
- General Recommendations for the overall park system
- Strategies for land acquisition for future parkland and facilities
- Recommendations for improving existing parks and recreational facilities
- Recommendations for the creation of new parks, park amenities and programming
- Recommendations for the creation of Comprehensive City Park Style Guide that provides design ideas and options for entryway and internal park signage
- Strategies to expand and create additional recreational programming
- Recommendations for trail creation, improvements, and connectivity opportunities
- Recommendations for improved operations and maintenance
- Strategies for economic development for the Bastrop Parks System.
- Financial strategies including possible funding/ revenue streams and possible grant opportunities
- Recommendations regarding policy and regulatory revisions and amendments necessary to protect the final plan vision and concepts

Meetings/ Deliverables

- (1) In-person meeting with City staff to review Master Plan Development, Recommendations and Strategies
- (1) Virtual meeting with City staff to review Mayfest Park, Bryant Park, and Fisherman’s Park Concepts (1) 2-hour meeting
- (1) Virtual meeting with City staff to review Mayfest Park, Bryant Park, and Fisherman’s Final Park Master Plans (1) 2-hours meeting
- Master Plan Development, Recommendations and Strategies Summary PowerPoint Presentation
- Funding Strategies Matrix

Task 2.5: Action/ Implementation Plan- With an understanding of the park and recreation gaps, this task will create a categorized matrix of actions necessary to close the gaps identified in the City Parks and Recreation system. The matrix will be organized into broad categories of interventions and/or corrective measures, likely to include Policy, Programming, Maintenance, Renovations, and Capital Projects.

Meetings/ Deliverables

- (1) Virtual meeting with City staff to review Action/ Implementation Plan
- Action/ Implementation Plan Draft

PHASE III: PLAN REVIEW AND DELIVERY

This final phase of the project will result in development of the final master plan report consisting of action steps and preliminary implementation strategies and identification of funding mechanisms to accomplish the recommended projects, programs, and policies. The final document will be largely graphic and easy to understand for multiple and diverse audiences and stakeholders. The technical data and information will be contained in the appendix. This phase will include:

Task 3.0: Final Parks, Recreation and Open Space Master Plan- Draft- Informed by the outline discussed in the Kickoff meeting, we will prepare a first draft of the complete document for City staff review. In addition to being comprehensive in scope the document will be visual in presentation, readable, concise, succinct, eye-catching, engaging, and implementable. We will make one set of edits to the first draft based on review comments by the city staff PM. All requested edits shall be in the form of one consolidated set as redlines, Adobe Acrobat notes, or similar method.

Meetings/ Deliverables

- City of Bastrop Parks, Recreation and Open Space Master Plan Draft
- (1) Revision to Master Plan Draft based on City received comments/ redlines

Task 3.1: Recommendation & Implementation Meeting #1- We will facilitate one- 2 hour In-Person workshop with members of the Parks Advisory Board and identified stakeholders that make financial, infrastructure, and other development related decisions (such as City Management, County administrators and department directors, and maybe Council members and EDC Board members), to ensure that the solutions are locally produced and “do-able” for the community. The goal of this workshop will be to ensure input, review, and direction related to various activities and deliverables of the planning process. Additionally, this workshop will help build additional consensus to aid partner agencies in their decision making and to ensure implementation by engaging decision makers in validating the identified action steps, priorities, funding, and partnerships needed to implement the comprehensive plan recommendations.

Meetings/ Deliverables

- Recommendation & Implementation Meeting #1 (Date T.B.D)
- Master Plan Development, Recommendations and Strategies Summary PowerPoint Presentation

Task 3.2: Recommendation & Implementation Meeting #2- We will facilitate one- 2 hour In-Person workshop with members of the City Council, to ensure that the solutions are locally produced and “do-able” for the community. The goal of this workshop will be to ensure input, review, and direction related to various activities and deliverables of the planning process. Additionally, this workshop will help build additional consensus to aid partner agencies in their decision making and to ensure implementation by engaging decision makers in validating the identified action steps, priorities, funding, and partnerships needed to implement the comprehensive plan recommendations.

Meetings/ Deliverables

- Recommendation & Implementation Meeting #2 (Date T.B.D)
- Master Plan Development, Recommendations and Strategies Summary PowerPoint Presentation

Task 3.3: Final Parks, Recreation and Open Space Master Plan- Incorporating comments from the previous Recommendation and Implementation Meetings, we will prepare the finalized Bastrop Parks, Recreation and Open Space Master Plan. All requested edits shall be in the form of one consolidated set as redlines, Adobe Acrobat notes, or similar method.

Meetings/ Deliverables

- (1) Electronic Interactive PDF version of the Final Bastrop Parks, Recreation and Open Space Master Plan

FEE BREAKDOWN

Please note that the fees below are based on a smooth project implementation and have assumed no major changes will be made to the project scope or the project schedule after the kickoff meeting. Landscape Architecture, Architecture, Engineering and Planning services provided outside the above scope of work will be billed as an additional service at our standard hourly rates per the attached rate sheet or a mutually agreed upon lump sum once approved in writing by both parties. Compensation will be fixed fee in the amount listed below (plus applicable taxes, if required). Fees shown for the reimbursable elements are for budgeting purposes only and invoices will reflect the actual time and material costs incurred. Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third-party charges will be charged as invoiced to Stantec with a ten percent (10%) markup.

		TASKS	COST (PER TASK)
1	DISCOVERY- FOUNDATION BUILDING	Staff Kick-off Meeting/ Project Initiation (Lump Sum)	\$2,500
		Staff Check-In Meetings/ Project Management (Lump Sum)	\$7,500
		Branded Materials and Project Logo (Lump Sum)	\$2,500
		Social Media Content and Project Website (Lump Sum)	\$9,500
		Reconnaissance/ Existing Conditions & Inventory Assessment (Lump Sum)	\$16,500
		Base Mapping (Lump Sum)	\$10,000
		Existing & Future Statistics (Lump Sum)	\$7,500
		Park Accessibility Assessment (Lump Sum)	\$10,000
		Stakeholder and Community Outreach/ Engagement -Management and Engagement Plan (\$2,500 Lump Sum) -Stakeholder and Ambassador Listening Sessions (\$2,500 T&M) -Parks Advisory Board/ Steering Committee Meeting (\$2,500 T&M) -Community Workshops (\$16,500 T&M) -"Meeting In A Box" (\$6,500 Lump Sum) -City Council Meeting (\$2,500 T&M)	\$33,000
		Development of Vision and Goals (Lump Sum)	\$2,000
TOTAL COST: \$101,000			
2	PLAN DEVELOPMENT AND RECOMMENDATIONS	Needs Assessment (Lump Sum)	\$6,500
		Recreational Analysis and Program Plan / Comprehensive Operations and Maintenance Analysis (Lump Sum)	\$19,500
		High-Level Trail Connectivity Exhibits (Lump Sum)	\$9,500
		Sport Facility Feasibility Study -Scoping (\$5,000 Lump Sum) -Market Context Analysis (\$32,000 Lump Sum) -Economic Impact Analysis (\$13,000 Lump Sum)	\$50,000
		Master Plan Development, Recommendations and Strategies (Lump Sum)	\$62,500
		Action/ Implementation Plan (Lump Sum)	\$4,500
		TOTAL COST: \$152,500	
3	PLAN REVIEW AND DELIVERY	Final Parks, Recreation and Open Space Master Plan- Draft (Lump Sum)	\$14,000
		Recommendation & Implementation Meeting #1 (T&M)	\$2,500
		Recommendation & Implementation Meeting #2 (T&M)	\$2,500
		Draft Report Revisions and Final Plan Document Compilation (Lump Sum)	\$6,500
		TOTAL COST: \$25,500	
		Phase I, II, and III Total	\$279,000
		Printing & Other Reimbursable Expenses Generally, < 5 % of Project Cost	Not to Exceed \$11,000
		Total Project Cost	\$290,000

CITY ROLE/ RESPONSIBILITIES

- Provide all existing plans, GIS Files, as-built CAD files, and ordinances to the consultant team.
- Post plan-related information (content provided by Stantec) on its social media.
- Assist the consulting team in outreach for public engagement events, schedule and coordinate PAB/ City Council meetings. City to provide venue, audio/visual, food/beverage (if desired), and equipment rentals (if required).
- Costs for advertising, handout and giveaways, outreach, and refreshments served at public meetings if any.

ASSUMPTIONS

- Park land dedication and park development fee requirements would be proposed for residential developments but not non-residential development because dedications/fees for non-residential developments present potential legal challenges.
- The scope identified under Policy Recommendations and Parkland Dedication Requirements will provide the analytical framework and rationale for a potential parkland dedication ordinance but will not include preparation of a draft ordinance or evaluation of legal risks associated with a potential parkland dedication ordinance.

ADDITIONAL SERVICES

- Electrical facility assessment for the 14 existing parks.
- Facility assessment of the splash pad at Fisherman's Park.
- Revenue analysis for the existing parks
- Other than those identified in this contract, no additional public meetings and/or presentations are provided within this Scope of Services.
- The Owner will provide as expeditiously as possible all readily available base information that it currently has in its possession, necessary to complete the Scope of Services described herein. Any information required to complete this Scope of Services that cannot be readily provided by the Owner will remain the responsibility of the Owner. All such information shall be provided to Stantec and any costs associated with acquisition of information will be borne by the Owner.
- This Scope of Services does not include any hydraulic or hydrology engineering modeling or design services.
- This scope of services does not include any water agency reviews or regulatory permitting with such agencies such as the U.S. Army Corps of Engineers, FEMA, TCEQ, or others.
- This scope of services does not include any services for topographic survey or geotechnical engineering evaluations or soils testing.
- This scope of services does not include any schematic design, design development, construction documents, specifications, or bid documents.
- This scope of services does not include 3d visualizations or 3d models.
- Should the Owner and consultant agree that any of the above additional services, or other additional services, are required, the consultant will prepare a cost proposal for such services and obtain authorization from the Owner prior to performing any additional services.

EXHIBIT A-3

House Bill 89 Verification

(See Attached)

EXHIBIT A-3

House Bill 89 Verification Form

I, Mark Maldonado (printed person's name), the undersigned representative of (Company or Business name) Stantec Consulting Services Inc. (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.

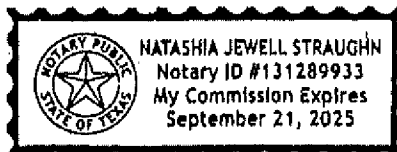
10/6/2022 *Mark Maldonado*
Digitally signed by Mark Maldonado
Date: 2022.10.06 10:06:16 -05'00'

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE 6th day of October, 2022, personally appeared Mark Maldonado, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL



Natasha Jewell Straughn

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 (with the exception of Professional Liability) 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, with the exception of Professional Liability which may be written on a claims made form.
- L. Contractual Liability must be maintained covering the Contractors obligations contained in the contract (except Professional Liability). 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)

X Workers' Compensation Statutory limits, State of TX.

X Employers' Liability \$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate

X Commercial General Liability:

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

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

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

Garage Liability for BI & PD

\$1,000,000 each accident for Auto, \$1,000,000 each accident Non-Auto
\$2,000,000 General Aggregate

Garage Keepers Coverage (for Auto Body & Repair Shops)

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

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

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

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

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

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

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

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

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

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

Builder's Risk (if project entails vertical construction, including but not limited to bridges and tunnels or as determined by the City of Bastrop) Limit is 100% of insurable value, replacement cost basis

Pollution Liability for property damage, bodily injury and clean up (if project entails possible contamination of air, soil or ground or as determined by the City of Bastrop)

\$1,000,000 each occurrence

\$2,000,000 aggregate

Other Insurance Required: _____

NOTE: The nature/size of a contract/agreement may necessitate higher limits than shown above. These requirements are only meant as a guide, but in any event, should cover most situations. Check with Purchasing & Risk Management if you need assistance or need additional information.



CERTIFICATE OF LIABILITY INSURANCE

10/1/2023

DATE (MM/DD/YYYY)
9/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1414100 STANTEC CONSULTING SERVICES INC. 370 INTERLOCKEN BOULEVARD, SUITE 300 BROOMFIELD CO 80021-8012 SCSI GENERIC - \$3M	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Berkshire Hathaway Specialty Insurance Company	NAIC #
	INSURER B : AIG Specialty Insurance Company	22276
	INSURER C :	26883
	INSURER D :	
INSURER E :		
INSURER F :		

COVERAGES CERTIFICATE NUMBER: 14181323 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EXCLUSION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	NOT APPLICABLE			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Professional Liab	N	N	47-EPP-308810 NO RETROACTIVE DATE	10/1/2022	10/1/2023	\$3,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS
B	Contractors Pollution Liab			CPO8085428	10/1/2021	10/1/2023	\$3,000,000 PER LOSS/AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER


14181323
TO WHOM IT MAY CONCERN

FL

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





CERTIFICATE OF LIABILITY INSURANCE

5/1/2023

DATE (MM/DD/YYYY)

4/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED 1415077 STANTEC CONSULTING SERVICES INC. 370 INTERLOCKEN BLVD SUITE 300 BROOMFIELD CO 80021-8012	INSURER A: Berkshire Hathaway Specialty Insurance Company NAIC # 22276	
	INSURER B: Travelers Property Casualty Co of America 25674	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

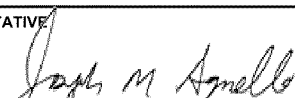
COVERAGES **CERTIFICATE NUMBER:** 14193567 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL/CROSS <input checked="" type="checkbox"/> XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	N	N	47-GLO-307584-04	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	TC2J-CAP-8E086819 (AOS) TJ-BAP-8E086820	5/1/2022 5/1/2022	5/1/2023 5/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	47-UMO-307585-04	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-3P635310 (AOS) UB-3P533004 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2022 5/1/2022	5/1/2023 5/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) TO WHOM IT MAY CONCERN.

CERTIFICATE HOLDER**CANCELLATION** See Attachment

14193567 TO WHOM IT MAY CONCERN FL	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.







Bastrop Parks Recreation Master Plan Contract FINAL_12192022_V3

Final Audit Report

2022-12-21

Created:	2022-12-20
By:	Tracy Waldron (twaldron@cityofbastrop.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAALS2DJHQoseNSxsaMlma9Mafss72970CI

"Bastrop Parks Recreation Master Plan Contract FINAL_12192022_V3" History

-  Document digitally presigned by Maldonado, Mark (San Antonio)
2022-12-20 - 3:56:44 PM GMT- IP address: 207.138.104.162
-  Document created by Tracy Waldron (twaldron@cityofbastrop.org)
2022-12-20 - 4:46:58 PM GMT- IP address: 207.138.104.162
-  Document emailed to Sylvia Carrillo (scarrillo@cityofbastrop.org) for signature
2022-12-20 - 4:48:36 PM GMT
-  Email viewed by Sylvia Carrillo (scarrillo@cityofbastrop.org)
2022-12-21 - 12:17:54 PM GMT- IP address: 70.125.210.146
-  Document e-signed by Sylvia Carrillo (scarrillo@cityofbastrop.org)
Signature Date: 2022-12-21 - 12:18:06 PM GMT - Time Source: server- IP address: 70.125.210.146
-  Agreement completed.
2022-12-21 - 12:18:06 PM GMT