

RESOLUTION NO. R-2023-51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING AN ADDITIONAL PROFESSIONAL SERVICES CONTRACT WITH CAROLLO ENGINEER, INC TO CONTINUE TO PROVIDE THE SERVICES OF PROJECT MANAGEMENT, CONSTRUCTION MANAGEMENT AND INSPECTION FOR CAPITAL AND NON-CAPITAL IMPROVEMENT PROJECTS IN THE AMOUNT OF FOUR HUNDRED THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$400,750) FOR APPROXIMATELY 12 MONTHS; ATTACHED IN EXHIBIT B; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, the City of Bastrop chooses to approve the attached contract to extend the professional services as shown as Exhibit B; and

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

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

Section 1. That the City Manager is hereby authorized to execute the Professional Services Contract attached as Exhibit B, in the amount not to exceed four hundred thousand seven hundred fifty dollars (\$400,750).

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop, Texas this 28th day of March 2023.

APPROVED:



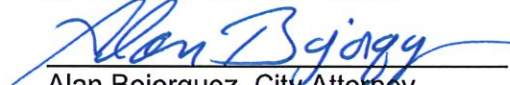
Connie B. Schroeder, Mayor

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 **Carollo Engineer, Inc.**, acting by **Carollo** (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”).

I. General Information and Terms.

Engineer’s/Contractor’s Name and Address: CAROLLO ENGINEER, INC.
8911 N. CAPITAL OF TX HWY
BUILDING 2, STE 2200
AUSTIN, TEXAS 78759
Attn: RENE AGUILAR, P.E.

General Description of Services: PROJECT MANAGEMENT AND
CONSTRUCTION MANAGEMENT

Maximum Contract Amount: \$400,750.00

Effective Date: On the latest of the dates signed by both
parties.

Termination Date: See II.D.

Contract Parts: This Contract consists of the following parts:

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

II. Standard Contractual Provisions.

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

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

in this Contract with current revenues available to the City, but all of the City's payments to the 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 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 be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

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

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

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

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

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

M. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY, INCLUDING REIMBURSEMENT OF REASONABLE ATTORNEY'S FEES AND COST IN PROPORTION OF CONTRACTOR'S LIABILITY, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT ACT, ERROR, OR WILLFUL MISCONDUCT OF THE CONTRACTOR, ITS AGENTS,

REPRESENTATIVES, EMPLOYEES, OR ANYONE WHOM THE CONTRACTOR IS LEGALLY LIABLE FOR UNDER THIS CONTRACT.

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

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

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

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

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

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 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.

CAROLLO ENGINEERS, INC.
By: Hani E. Michel
Printed Name: Hani Michel, PE
Title: Vice President
Date: March 20, 2023

CITY OF BASTROP
By: Sylvia Carrillo
Printed Name: Sylvia carrillo
Title: City manager
Date: Mar 29, 2023

By: Rene Aguilar
Printed Name: Rene Aguilar, PE
Title: Associate Vice President
Date: March 20, 2023

EXHIBIT A-1

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

(See Attached)

EXHIBIT A-2

Scope of Services **dated MARCH 17, 2023**

(See Attached)

**Consulting Services Agreement
Between City of Bastrop (City) and
Carollo Engineers (Consultant)**

**PROJECT MANAGEMENT AND CONSTRUCTION MANAGEMENT
SCOPE OF WORK (3/17/2023)**

1) GENERAL

The purpose of this proposal is to procure Project Management Construction Management and Inspection support services, as an extension of existing City staff, on the following capital improvement projects for CM and Inspection Support:

- Project 1: Simsboro Aquifer Water Treatment Plant, Well Field and Transmission Facilities Project- Construction
- Project 2: Wastewater Treatment Plant No. 3 Project Phase 1- Construction
- Project 3: Wastewater Treatment Plant No. 3 Project Phase 2- Study and Design
- Project 4: Westside Collection System Improvements Phase II Project- Construction
- Project 5: Transfer Lift Station and Force Main Project- Design and Construction
- Project 6: Wastewater Master Plan Project- Study
- Project 7: Agnes Street Extension Project- Design and Construction
- Project 8: Blakey Lane Extension Project- Design
- Project 9: Riverwood Water Main Replacement Phase II Project- Construction
- Project 10: South Street and Lovers Lane Improvements Project- Design and Construction
- Allowance: Additional Professional Services

Projects will generally consist of the study, design and construction of, and improvements to, treated water transmission mains, wastewater collection lines, treated water storage reservoirs, drainage improvements, street improvements, pump stations, lift stations, water wells and water/wastewater treatment facilities.

2) SCOPE OF WORK

The scope of work will be divided into the following tasks:

- Project Management, Construction Management and Construction Inspection Services.
 - Additional Professional Services.
- a) Project Management, Construction Management and Construction Inspection Services:

The purpose of this scope of work is to provide augmentation of City Staff, Project Management (PM), Construction Management (CM) and Inspection services for various projects as identified by the Director of Engineering and Capital Project Management. The actual projects and duration of each may vary. PM, CM and Inspection services may consist of, but not limited to: project engineering support,

review of engineering design and/or construction plans and contracts, administration of the contract terms and conditions, negotiation of change orders, review pay applications, shop drawing and submittal review, construction progress meetings, coordinating and attending shutdowns, periodic inspection, witness testing, startup support and troubleshooting, administration of the contract terms and conditions, inspections services, additional specialty inspection services, and quality assurance reviews as authorized. Carollo's professional staff working on either of these functions will be required to be familiar with and follow City's standards, including the Project Management Manual.

i) Assumptions:

- City will furnish Carollo Engineers with available office desk space and office support (monitors, keyboard, desk phone) as necessary.
- Contractual responsibilities for Inspection may vary and may be done by Carollo or by others, depending on the specific project.
- Contractual responsibilities for testing services by others.
- Manage project in accordance with City's Standards and Project Management Manual.

ii) Deliverables:

- Appropriate document review and processing as defined by the Director of Engineering and Capital Project Management for each project and as defined by City's Project Management Manual.
- Review inspection and materials testing reports as appropriate for each project.
- Provide Daily Construction Observation for each construction project as directed by the Director of Engineering and Capital Project Management.

b) Additional Professional Services:

The purpose of this scope of work is to provide additional project management, construction management and Inspection services and quality assurance reviews that may be or may not be associated to a specific project(s) as defined by the Director of Engineering and Capital Project Management, which are not fully known or defined at this time, or related to other projects, not identified at this time. Use of this Allowance will require written direction from the City prior to proceeding with any of the additional services or other services not included under PM, CM and Inspection Services. The City may at its sole discretion decline to authorize any services described in this task, and the City shall have no obligation to pay for services not so authorized.

3) CONTRACT SCHEDULE AND TIME OF COMPLETION

This contract will commence immediately upon execution and will continue until the not to exceed value for this contract has been reached, with the City having the option of extending the contract at any time, or until written notification is given by the City that the contract is complete.

4) KEY PROJECT STAFF

Carollo Engineers designates the following as key project staff. No changes will be made in these positions without written concurrence of the City.

- Hani Michel, PE – Project Principal
- Rene Aguilar, PE– Project Manager/Construction Manager/Inspector
- Travis Rhoads, PE, CFM –Engineer/Inspector

5) COMPENSATION

The total amount payable by the City for Consultant's services pursuant to the Agreement shall not exceed a total of **\$400,750.00** for the following Tasks:

- Project 1: Simsboro Aquifer Water Treatment Plant, Well Field and Transmission Facilities Project- Construction **\$92,400.00**
- Project 2: Wastewater Treatment Plant No. 3 Project Phase 1- Construction **\$38,500.00**
- Project 3: Wastewater Treatment Plant No. 3 Project Phase 2- Study and Design **\$26,400.00**
- Project 4: Westside Collection System Improvements Phase II Project- Construction **\$22,000.00**
- Project 5: Transfer Lift Station and Force Main Project- Design and Construction **\$46,200.00**
- Project 6: Wastewater Master Plan Project- Study **\$11,550.00**
- Project 7: Agnes Street Extension Project- Design **\$67,650.00**
- Project 8: Blakey Lane Extension Project- Design **\$9,900.00**
- Project 9: Riverwood Water Main Replacement Phase II Project- Construction **\$31,350.00**
- Project 10: South Street and Lovers Lane Improvements Project- Design and Construction **\$19,800.00**
- Allowance: Additional Professional Services- **\$35,000.00**

The respective amount set forth above represent the maximum amounts that the City will pay for the services described in Attachment A - Scope of Work, both for the Total Not-to-Exceed Cost and for each Task, subject only to the City's right to move budgeted amounts within or among the Tasks by so directing in writing. All Task shall be billed per Table A Consultant's Fee Schedule below.

The respective amounts set forth above or the Total Not-to-Exceed Cost and for each Task are based upon the project schedules and durations set forth by the City and assumes that the City will furnish available office space and limited office support equipment (as defined herein), such as a monitor, copier, office phone, internet access, file cabinets, etc., for employees of consultant as necessary.

6) NOTIFICATION AND SECURITY REQUIREMENTS

a) Minimum Safety Requirements

In addition, Consultant is required to comply with the minimum safety requirements:

Consultant shall take all measures required to comply with all applicable Federal, State, County, and Local laws, ordinances, codes and regulations.

Consultant shall not be responsible for construction means, methods or techniques, or for safety measures, precautions, or other programs at the project site(s).

**TABLE A: CONSULTANT'S FEE SCHEDULE
CAROLLO ENGINEERS, INC.**

Category:	FY 2023
Professional Hourly Rate	
Project Principal	\$295
QA/QC Design Review	\$295
Sr. Project Manager/Sr. Construction Manager	\$290
Project Manager/Construction Manager	\$275
Senior Engineer	\$250
Engineer/Resident Engineer	\$220
Resident Project Representative	\$215
Inspector	\$185
Technicians	
Senior CADD Technician	\$205
CADD Technician	\$155
Support Staff	
Administrative Support	\$110
Other Direct Expenses	
Travel and Subsistence	at cost
Mileage at IRS Reimbursement Rate	\$0.655 per mile
Subconsultant (If needed)	cost + 5%
Other Direct Cost	cost + 5%

EXHIBIT A-3

House Bill 89 Verification

(See Attached)

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**

