

Bastrop, TX City Council Meeting Agenda
Bastrop City Hall City Council Chambers
1311 Chestnut Street
Bastrop, TX 78602
(512) 332-8800



March 23, 2021 at 6:00 P.M.

City of Bastrop City Council meetings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary at (512) 332-8800 or write 1311 Chestnut Street, 78602, or by calling through a T.D.D. (Telecommunication Device for the Deaf) to Relay Texas at 1-800-735-2989 at least 48 hours in advance of the meeting.

The City of Bastrop reserves the right to reconvene, recess, or realign the Regular Session or called Executive Session or order of business at any time prior to adjournment.

PLEASE NOTE: ANYONE IN ATTENDANCE WISHING TO ADDRESS THE COUNCIL MUST COMPLETE A CITIZEN COMMENT FORM AND GIVE THE COMPLETED FORM TO THE CITY SECRETARY PRIOR TO THE START OF THE CITY COUNCIL MEETING. ALTERNATELY, IF YOU ARE UNABLE TO ATTEND THE COUNCIL MEETING, YOU MAY COMPLETE A CITIZEN COMMENT FORM WITH YOUR COMMENTS AT WWW.CITYOFBASTROP.ORG/CITIZENCOMMENTFORM BEFORE 5:00 P.M. ON March 23, 2021. COMMENTS SUBMITTED BY THIS TIME WILL BE DISTRIBUTED TO THE CITY COUNCIL PRIOR TO MEETING COMMENCEMENT, REFERENCED AT THE MEETING, AND INCLUDED WITH THE MEETING MINUTES. COMMENTS FROM EACH INDIVIDUAL WILL BE LIMITED TO THREE (3) MINUTES WHEN READ ALOUD.

- 1. CALL TO ORDER**
- 2. EXECUTIVE SESSION**
- 2A. City Council shall convene into closed executive session pursuant to Texas Government Code Sections 551.071 and 551.072, to seek the advice of legal counsel, and to deliberate upon the acquisition of real property interests associated with the construction of Wastewater Treatment Plant #3 at 385 SH 304, Unit B, Bastrop, TX 78602, and its collections systems, including all related agreements, authorizations, easements, resolutions, and associated legal actions.
- 3. TAKE ANY NECESSARY OR APPROPRIATE ACTION ON MATTERS POSTED FOR CONSIDERATION IN CLOSED/EXECUTIVE SESSION**
- 4. CALL TO ORDER – REGULAR SESSION – 6:30 P.M.**

5. PLEDGE OF ALLEGIANCE

TEXAS PLEDGE OF ALLEGIANCE

Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.

6. INVOCATION – Pastor Phil Woods, Bastrop First Assembly of God

7. PRESENTATIONS

7A. Mayor's Report

7B. Council Members' Report

7C. City Manager's Report

7D. Proclamation of the City Council of the City of Bastrop, Texas recognizing the month of April as National Child Abuse Prevention Month for the City of Bastrop.

7E. Proclamation of the City Council of the City of Bastrop, Texas recognizing the month of April as National Sexual Assault Awareness Month for the City of Bastrop.

7F. Proclamation of the City Council of the City of Bastrop, Texas recognizing April 4-10 as National Library Week.

8. WORK SESSION/BRIEFINGS - NONE

9. STAFF AND BOARD REPORTS

9A. Receive presentation on the unaudited Monthly Financial Report for the period ending February 28, 2021.

10. CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. Anyone in attendance wishing to address the Council must complete a citizen comment form and give the completed form to the City Secretary prior to the start of the City Council meeting. Alternately, if you are unable to attend the council meeting, you may complete a citizen comment form with your comments at www.cityofbastrop.org/citizencommentform before 5:00 p.m. on March 23, 2021. Comments submitted by this time will be distributed to the city council prior to meeting commencement, referenced at the meeting, and included with the meeting minutes. Comments from each individual will be limited to three (3) minutes when read aloud. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, City Council cannot discuss issues raised or make any decision at this time. Instead, City Council is limited to making a statement of specific factual information or a recitation of existing policy in response to the inquiry. Issues may be referred to City Manager for research and possible future action.

It is not the intention of the City of Bastrop to provide a public forum for the embarrassment or demeaning of any individual or group. Neither is it the intention of the Council to allow a member of the public to slur the performance, honesty and/or integrity of the Council, as a body, or any member or members of the Council individually or collectively, or members of the City's staff. Accordingly, profane, insulting or threatening language directed toward the Council and/or any person in the Council's presence will not be tolerated.

11. CONSENT AGENDA

The following may be acted upon in one motion. A Council Member or a citizen may request items be removed from the Consent Agenda for individual consideration.

- 11A. Consider action to approve City Council minutes from the March 9, 2021 Regular meeting. (Submitted by: Ann Franklin, City Secretary)
- 11B. Consider action to approve Resolution No. R-2021-33 by the City Council of the City of Bastrop, Texas ("City") regarding the application of CenterPoint Energy Resources Corp., South Texas Division, to increase rates under the gas reliability infrastructure program; suspending the effective date of this rate application for forty-five days; authorizing the city to continue to participate in a coalition of cities known as the "Alliance of CenterPoint Municipalities;" determining that the meeting at which the resolution was adopted complied with the Texas Open Meetings Act; making such other findings and provisions related to the subject; and declaring an effective date. (Submitted by: Paul A. Hofmann, City Manager)
- 11C. Consider action to approve Resolution No. R-2021-23 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with Ranch Road Development LLC for Pecan Park Section 1B, as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Jennifer Bills, Assistant Director of Planning and Zoning)

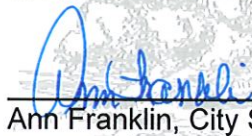
12. ITEMS FOR INDIVIDUAL CONSIDERATION

- 12A. Consider and adopt on first and final reading Ordinance No. 2021-04 as an emergency measure ratifying temporary Emergency Orders enacted by the Mayor in her capacity as Emergency Management Director in regards to the current Local State of Disaster, for the immediate preservation of the public peace, health or safety.
- 12B. Consider action to approve Resolution No. R-2021-20 of the City Council of the City of Bastrop, Texas, approving a Professional Service Agreement between the City of Bastrop and ASAS, LLC for professional services related to the ASAS Project Development Agreement negotiations, as attached in Exhibit A; authorizing the City Manager to execute necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Trey Job, Assistant City Manager for Community Development)
- 12C. Consider action to approve Resolution No. R-2021-27 of the City Council of the City of Bastrop, Texas, approving a contract with Archer Western Construction, LLC to provide Construction Manager at Risk services for a not to exceed amount of Three hundred seventy-eight thousand dollars and zero cents (\$378,000.00) as defined in exhibit A, authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Trey Job, Assistant City Manager for Community Development)

- 12D. Consider action to approve Resolution No. R-2021-32 of the City Council of the City of Bastrop, Texas to award an Engineering Service contract to TRC Engineering, Inc. to provide engineering services for the City's 2021-2022 Texas Community Development Block Grant (TxCDBG) application and project-related engineering services if funded; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer)
- 12E. Consider action to approve Resolution No. R-2021-30 of the City Council of the City of Bastrop, Texas awarding a contract for the City of Bastrop Streets, Pavement and Preventative Maintenance Project to F.N. Ploch Construction Company, Inc. in the amount of Four Hundred Eight Thousand Six Hundred Eighty-Four Dollars and Forty-Five Cents (\$408,684.45); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Curtis Hancock, Director of Public Works)

13. ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, www.cityofbastrop.org and said Notice was posted on the following date and time: Thursday, March 18, 2021 at 2:00 p.m. and remained posted for at least two hours after said meeting was convened.


Ann Franklin, City Secretary



STAFF REPORT

MEETING DATE: March 23, 2021

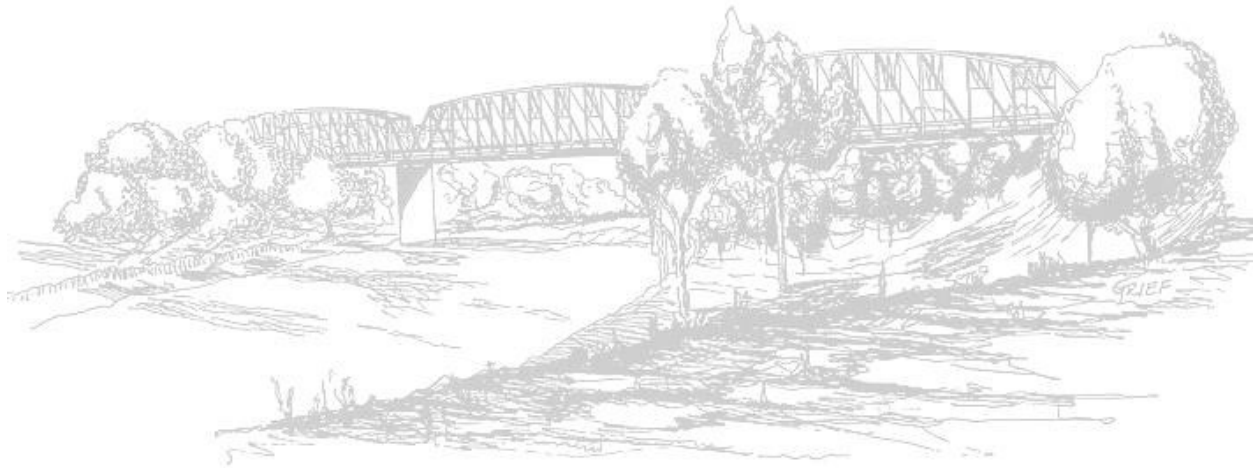
AGENDA ITEM: 2A

TITLE:

City Council shall convene into closed executive session pursuant to Texas Government Code Sections 551.071 and 551.072, to seek the advice of legal counsel, and to deliberate upon the acquisition of real property interests associated with the construction of Wastewater Treatment Plant #3 at 385 SH 304, Unit B, Bastrop, TX 78602, and its collections systems, including all related agreements, authorizations, easements, resolutions, and associated legal actions.

STAFF REPRESENTATIVE:

Paul A. Hofmann, City Manager





STAFF REPORT

MEETING DATE: March 23, 2021

AGENDA ITEM: 3

TITLE:

Take any necessary or appropriate action on matters posted for consideration in closed/executive session

STAFF REPRESENTATIVE:

Paul A. Hofmann, City Manager





STAFF REPORT

MEETING DATE: March 23, 2021

AGENDA ITEM: 7A

TITLE:

Mayor's Report

STAFF REPRESENTATIVE:

Paul A. Hofmann, City Manager

POLICY EXPLANATION:

Texas Local Government Code, Section 551.045 – Governing Body of Municipality or County: Reports about Items of Community Interest Regarding Which No Action Will Be Taken:

(a) Notwithstanding Sections 551.041 and 551.042, a quorum of the governing body of a municipality or county may receive from staff of the political subdivision and a member of the governing body may make a report about items of community interest during a meeting of the governing body without having given notice of the subject of the report as required by this subchapter if no action is taken and, except as provided by Section 551.042, possible action is not discussed regarding the information provided in the report.

(b) For purposes of Subsection (a), "items of community interest" includes:

- (1) expressions of thanks, congratulations, or condolence;
- (2) information regarding holiday schedules;
- (3) an honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition for purposes of this subdivision;
- (4) a reminder about an upcoming event organized or sponsored by the governing body;
- (5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the political subdivision; and
- (6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.

ATTACHMENTS:

- Power Point Presentation



STAFF REPORT

MEETING DATE: March 23, 2021

AGENDA ITEM: 7B

TITLE:

Council Members' Report

STAFF REPRESENTATIVE:

Paul A. Hofmann, City Manager

POLICY EXPLANATION:

Texas Local Government Code, Section 551.045 – Governing Body of Municipality or County: Reports about Items of Community Interest Regarding Which No Action Will Be Taken:

(a) Notwithstanding Sections 551.041 and 551.042, a quorum of the governing body of a municipality or county may receive from staff of the political subdivision and a member of the governing body may make a report about items of community interest during a meeting of the governing body without having given notice of the subject of the report as required by this subchapter if no action is taken and, except as provided by Section 551.042, possible action is not discussed regarding the information provided in the report.

(b) For purposes of Subsection (a), "items of community interest" includes:

- (1) expressions of thanks, congratulations, or condolence;
- (2) information regarding holiday schedules;
- (3) an honorary or salutory recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutory recognition for purposes of this subdivision;
- (4) a reminder about an upcoming event organized or sponsored by the governing body;
- (5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the political subdivision; and
- (6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.



STAFF REPORT

MEETING DATE: March 23, 2021

AGENDA ITEM: 7C

TITLE:

City Manager's Report

STAFF REPRESENTATIVE:

Paul A. Hofmann, City Manager

POLICY EXPLANATION:

Texas Local Government Code, Section 551.045 – Governing Body of Municipality or County: Reports about Items of Community Interest Regarding Which No Action Will Be Taken:

(a) Notwithstanding Sections 551.041 and 551.042, a quorum of the governing body of a municipality or county may receive from staff of the political subdivision and a member of the governing body may make a report about items of community interest during a meeting of the governing body without having given notice of the subject of the report as required by this subchapter if no action is taken and, except as provided by Section 551.042, possible action is not discussed regarding the information provided in the report.

(b) For purposes of Subsection (a), "items of community interest" includes:

- (1) expressions of thanks, congratulations, or condolence;
- (2) information regarding holiday schedules;
- (3) an honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition for purposes of this subdivision;
- (4) a reminder about an upcoming event organized or sponsored by the governing body;
- (5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the political subdivision; and
- (6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.



STAFF REPORT

MEETING DATE: March 23, 2021

AGENDA ITEM: 7D

TITLE:

Proclamation of the City Council of the City of Bastrop, Texas recognizing the month of April as National Child Abuse Prevention Month for the City of Bastrop.

STAFF REPRESENTATIVE:

Paul A. Hofmann, City Manager



P

ROCLAMATION



WHEREAS, every child is a precious and unique gift who deserves the security of a loving and nurturing home; and

WHEREAS, every child deserves to grow up in a nurturing environment, free from abuse, neglect, violence, or endangerment of any kind; and

WHEREAS, children are vital to our community's future success, prosperity, and quality of life as well as being our most valuable assets; and

WHEREAS, child abuse and neglect cause serious harm to child development and have lifelong effects that endanger safety, hinder permanency in relationships, and reduce well-being, creating greater demands on society; and

WHEREAS, child abuse is considered to be one of the most serious public health problems with scientific studies documenting the link between the abuse and neglect of children and a wide range of medical, emotional, psychological, and behavioral disorders; and

WHEREAS, child abuse and neglect are a community responsibility affecting both the current and future quality of life of a community; and

WHEREAS, communities that provide parents with the social support, knowledge of parenting, child development, and concrete resources they need to cope with stress and how to nurture their children will ensure all children grow to their full potential; and

WHEREAS, effective child abuse prevention strategies succeed because of partnerships created among citizens, human service agencies, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community.

NOW, THEREFORE, I, Connie B. Schroeder, Mayor of the City of Bastrop, Texas, do hereby proclaim the month of April 2021 as:

CHILD ABUSE PREVENTION MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Bastrop, Texas to be affixed this 23rd day of March, 2021.

Connie B. Schroeder, Mayor





STAFF REPORT

MEETING DATE: March 23, 2021

AGENDA ITEM: 7E

TITLE:

Proclamation of the City Council of the City of Bastrop, Texas recognizing the month of April as National Sexual Assault Awareness Month for the City of Bastrop.

STAFF REPRESENTATIVE:

Paul A. Hofmann, City Manager





PROCLAMATION



WHEREAS, Sexual Assault in the City of Bastrop, Bastrop County and in the State of Texas is intolerable and must be stopped, Sexual Assault Awareness Month (SAAM) calls attention to the fact that sexual violence is widespread and impacts every person in this community; and

WHEREAS, The Family Crisis Center Sexual Assault Awareness campaign for 2021 calls attention to the fact that sexual violence is widespread and impacts every person in this community. The goal of SAAM is to raise public awareness about sexual violence and educate communities on how to prevent it. Rape, sexual assault, and sexual harassment harm our community, and statistics show one in five women and one in 67 men will be raped at some point in their lives (Smith et al., 2017). Child sexual abuse prevention must be a priority to confront the reality that one in six boys and one in four girls will experience sexual assault before age 18 (Dube et al., 2005). On campus, one in five women and one in 16 men are sexually assaulted during their time in college (Krebs, Lindquist, Warner, Fisher, & Martin, 2007); and

WHEREAS, In order to address this crime, an active response to sexual assault must engage the entire community including: city government, law enforcement, prosecutors, advocates, educators, reporters, and neighbors. By working together, our community can become more responsive to victims of this crime and safer for all; and

WHEREAS, Programs designed to educate and provide information to individuals about ways to help prevent sexual assault are encouraged throughout the community, while also providing survivors with safety, help, and justice through services and resources.

NOW THEREFORE, that the City of Bastrop joins the Family Crisis Center, victim advocates, and other support service programs in the belief that all City of Bastrop residents must be part of the solution to end sexual assault and I, Mayor Connie B. Schroeder, do hereby proclaim April as:

NATIONAL SEXUAL ASSAULT AWARENESS MONTH

And reaffirm this City's commitment to ending Sexual Assault in our community.

IN WITNESS WHEREOF, I have here unto set my hand and caused the Seal of the City of Bastrop, Texas to be affixed this 23rd day of March, 2021.

Connie B. Schroeder, Mayor





STAFF REPORT

MEETING DATE: March 23, 2021

AGENDA ITEM: 7F

TITLE:

Proclamation of the City Council of the City of Bastrop, Texas recognizing April 4-10 as National Library Week.

STAFF REPRESENTATIVE:

Paul A. Hofmann, City Manager





PROCLAMATION



BASTROPTX
Heart of the Lost Pines / Est. 1832

WHEREAS, today's libraries are more about what they can do with and for their communities, and not just about what they have on the shelves; and

WHEREAS, libraries have long served as trusted institutions, often the heart of their cities, towns, schools, and academic campuses; and

WHEREAS, libraries serve people of all ages, interests and backgrounds providing the resources and space to engage in life-long learning; and

WHEREAS, libraries offer equipment and professional staff support to utilize technology, programs and services; often free or with nominal charges to users; and

WHEREAS, libraries are a resource for all - regardless of race, ethnicity, creed, ability, sexual orientation, gender identity or socio-economic status; and

WHEREAS, we recognize librarians as information professionals who provide expertise, services and guidance for patrons to access credible sources and material, making their own informed decisions about the world today; and

WHEREAS, librarians thoughtfully develop collections and programs that are wide-ranging and explore the diversity of our changing society; and

WHEREAS, the PA Forward™, Literacy is POWER, initiative highlights how libraries and staffs encourage literacy in Basic, Information, Civic & Social, Health, and Financial, which contributes to greater personal and community success; and

WHEREAS, America is celebrating National Library Week including April 6 as National Library Workers' Day and the immeasurable contributions made by library workers; April 7 as National Bookmobile Day showing library services are not limited to their physical location; and April 8 as Take Action for Libraries Day encouraging community support for libraries.

NOW, THEREFORE, I, Connie B. Schroeder, Mayor of the City of Bastrop, Texas, do hereby proclaim April 4-10, 2021 as:

NATIONAL LIBRARY WEEK

IN WITNESS WHEREOF, I have here unto set my hand and caused the Seal of the City of Bastrop, Texas to be affixed this 23rd day of March, 2021.

Connie B. Schroeder, Mayor





STAFF REPORT

MEETING DATE: March 23, 2021

AGENDA ITEM: 9A

TITLE:

Receive presentation on the unaudited Monthly Financial Report for the period ending February 28, 2021.

AGENDA ITEM SUBMITTED BY:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The Chief Financial Officer provides the City Council a monthly financial report overview for all funds to include detailed analysis for General Fund, Water-Wastewater Fund, Bastrop Power & Light and the HOT Tax Fund.

REVENUE

General Fund is exceeding the forecast by over 8%. This is attributed substantially to development fees. This category of revenue is already at 82% of budget five months into the fiscal year.

HOT funds revenue is short of forecast 38% due to COVID-19 impacting the hospitality industry to a greater extent than projected. The CFO and City Manager are meeting with Visit Bastrop and other funded organizations to discuss the impact on FY2021 budgets.

Cemetery is running short of forecast by 53%. We have had only one non-resident plot sale since the price increased effective Oct. 1st.

The Park Land Dedication fund and Capital Bond funds are short of forecast due to interest returns being lower than forecast.

Hunter's Crossing PID fund is short of forecast due to a few delinquent commercial properties.

EXPENDITURES

All funds are positive variance to forecasted expenditures year to date.

This reporting requirement is set forth by the City of Bastrop Financial Management Policies, Chapter IV. Operating Budget, Section D. Reporting, as adopted by Resolution R-2020-77 on September 8, 2020.

ATTACHMENTS:

- Unaudited Monthly Financial Report for the period ending February 28, 2021

CITY OF BASTROP

Comprehensive Monthly Financial Report
February 2021



Performance at a Glance as of February 28, 2021



	YEAR TO DATE	REFERENCE
ALL FUNDS SUMMARY	POSITIVE	Page 3-4
SALES TAXES	POSITIVE	Page 5
PROPERTY TAXES	POSITIVE	Page 6
GENERAL FUND EXPENSE BY DEPARTMENT	POSITIVE	Page 7
WATER/WASTEWATER REVENUES	POSITIVE	Page 8
WATER/WASTEWATER EXPENDITURES BY DIVISION	POSITIVE	Page 9
ELECTRIC REVENUES	POSITIVE	Page 10
HOTEL OCCUPANCY TAX REVENUES	NEGATIVE	Page 11
HOTEL OCCUPANCY TAX EXPENDITURES BY DIVISION	POSITIVE	Page 12
LEGAL FEES BY ATTORNEY/CATEGORY	POSITIVE	Page 13
PERFORMANCE INDICATORS		
POSITIVE	= Positive variance or negative variance < 1% compared to seasonal trends	
WARNING	= Negative variance of 1-5% compared to seasonal trends	
NEGATIVE	= Negative variance of >5% compared to seasonal trends	

COMPREHENSIVE MONTHLY FINANCIAL REPORT – February 2021

BUDGET SUMMARY OF ALL FUNDS

	FY2021 <u>Approved Budget</u>	FY2021 <u>Forecast YTD</u>	FY2021 <u>Actual YTD</u>	<u>Variance</u>
<u>Revenues:</u>				
General	\$ 12,661,181	\$ 7,471,158	\$ 8,067,296	8.0%
Designated	63,583	17,208	20,644	20.0%
Innovation	795,894	-	3	0.0%
Street Maintenance	1,024,000	1,022,100	1,025,731	0.4%
Debt Service	2,863,181	2,532,748	2,554,430	0.9%
Water/Wastewater	6,572,900	2,405,402	2,735,396	13.7%
Water/Wastewater Debt	2,956,026	858,657	861,332	0.3%
Water/Wastewater Capital Proj	130,000	54,167	55,696	2.8%
Impact Fees	907,250	373,021	546,059	46.4%
Vehicle & Equipment Replacement	452,192	226,330	273,994	21.1%
Electric	7,154,050	2,488,821	2,622,116	5.4%
HOT Tax Fund	2,533,212	914,493	565,331	-38.2%
Library Board	20,600	5,900	7,200	22.0%
Cemetery	108,750	45,313	21,406	-52.8%
Capital Bond Projects	1,105,793	1,043,266	1,007,944	-3.4%
Grant Fund	731,851	12,000	99,321	727.7%
Park/Trail Land Dedicaiton	1,865	777	484	-37.7%
Hunter's Crossing PID	513,031	495,718	454,671	-8.3%
Bastrop EDC	3,953,570	1,109,196	1,385,943	25.0%
TOTAL REVENUES	\$ 44,548,929	\$ 21,076,275	\$ 22,304,997	5.8%

POSITIVE	= Positive variance or negative variance < 1% compared to forecast
WARNING	= Negative variance of 1-5% compared to forecast
NEGATIVE	= Negative variance of >5% compared to forecast

COMPREHENSIVE MONTHLY FINANCIAL REPORT – February 2021

BUDGET SUMMARY OF ALL FUNDS

	FY2021 <u>Approved Budget</u>	FY2021 <u>Forecast YTD</u>	FY2021 <u>Actual YTD</u>	<u>Variance</u>
<u>Expense:</u>				
General	\$ 12,535,852	\$ 5,037,897	\$ 4,659,912	-7.5%
Designated	481,000	# 224,155	222,184	-0.9%
Innovation	958,130	503,668	178,253	-64.6%
Street Maintenance	1,020,654	80,000	30,775	-61.5%
Debt Service	2,997,157	647,664	647,070	-0.1%
Water/Wastewater	6,213,872	2,449,212	2,286,805	-6.6%
Water/Wastewater Debt	2,174,353	729,578	729,578	0.0%
Water/Wastewater Capital Proj.	583,900	455,000	442,505	-2.7%
Impact Fees	910,250	-	74,689	0.0%
Vehicle & Equipment Replacement	241,800	-	200,818	0.0%
Electric	7,427,450	2,833,225	2,833,570	0.0%
HOT Tax Fund	2,795,012	1,613,327	1,396,941	-13.4%
Library Board	23,450	9,771	358	-96.3%
Park Dedication	100,000	-	-	0.0%
Cemetery	79,803	35,221	32,699	-7.2%
Hunter's Crossing PID	480,025	51,469	47,868	-7.0%
Capital Projects (Bond)	24,944,196	2,942,128	2,961,137	0.6%
Grant Fund	731,851	34,476	34,476	0.0%
Bastrop EDC	5,131,091	1,989,762	1,577,926	-20.7%
TOTAL EXPENSES	\$ 69,829,846	\$ 19,636,553	\$ 18,357,564	-6.5%
Surplus/(Shortfall)	\$ (25,280,917)	\$ 1,439,722	\$ 3,947,433	174.2%

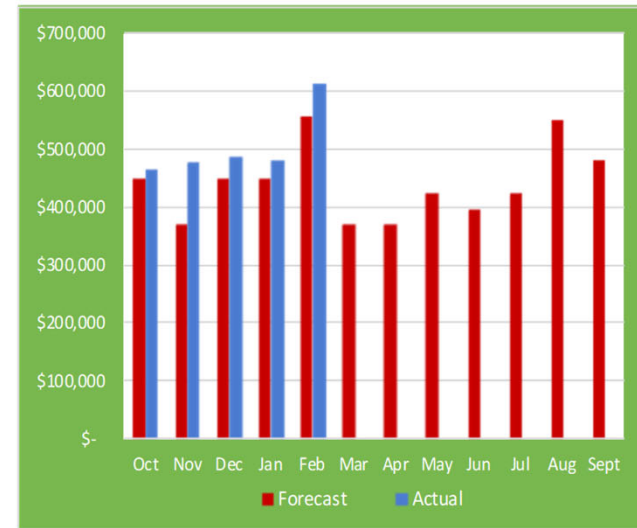
POSITIVE	= Negative variance or positive variance < 1% compared to forecast
WARNING	= Positive variance of 1-5% compared to forecast
NEGATIVE	= Positive variance of >5% compared to forecast

COMPREHENSIVE MONTHLY FINANCIAL REPORT – February 2021

REVENUE ANALYSIS

SALES TAX REVENUE

Month	FY2021 Forecast	FY2021 Actual	Monthly Variance
Oct	\$ 447,689	\$ 464,945	\$ 17,256
Nov	368,685	477,068	\$ 108,383
Dec	447,689	484,697	\$ 37,008
Jan	447,689	478,752	\$ 31,063
Feb	553,028	609,630	\$ 56,602
Mar	368,685		\$ -
Apr	368,685		\$ -
May	421,355		\$ -
Jun	395,020		\$ -
Jul	421,355		\$ -
Aug	547,761		\$ -
Sept	479,291		\$ -
Total	\$ 5,266,932	\$ 2,515,092	\$ 250,312
Cumulative Forecast	\$ 2,264,780		
Actual to Forecast	\$ 250,312	11.1%	



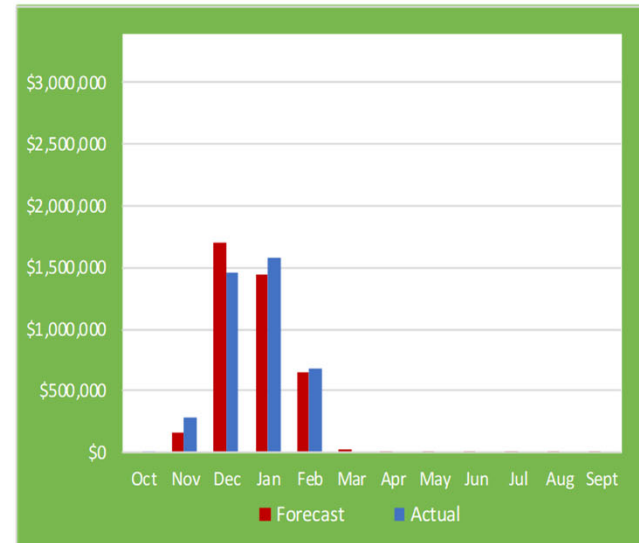
POSITIVE

Sales Tax is 42% of the total budgeted revenue for General Fund. The actual amounts for Oct. and Nov. are estimated due to the State Comptroller's two month lag in payment of these earned taxes. The actual is 11% greater than forecasted.

COMPREHENSIVE MONTHLY FINANCIAL REPORT – February 2021

PROPERTY TAX REVENUE

Month	FY2021 Forecast	FY2021 Actual	Monthly Variance
Oct	\$ -	\$ 696	\$ 696
Nov	161,543	280,465	\$ 118,922
Dec	1,696,205	1,451,029	\$ (245,176)
Jan	1,437,736	1,584,842	\$ 147,106
Feb	646,173	682,148	\$ 35,975
Mar	32,309		
Apr	16,154		
May	16,154		
Jun	8,077		
Jul	8,077		
Aug	8,077		
Sept	8,077		
Total	\$ 4,038,582	\$ 3,999,180	\$ 57,523
Cumulative Forecast	\$ 3,941,657		
Actual to Forecast	\$ 57,523	1.46%	



POSITIVE

Property tax represents 31% of the total General Fund revenue budget. As you can see from the forecast, they are generally collected from December to February. The actual is slightly over forecast. The timing of when these payments are received does not stay consistent from year to year which increases the difficulty of forecasting the monthly receipts.

COMPREHENSIVE MONTHLY FINANCIAL REPORT – February 2021

GENERAL FUND EXPENDITURES BY DEPT.

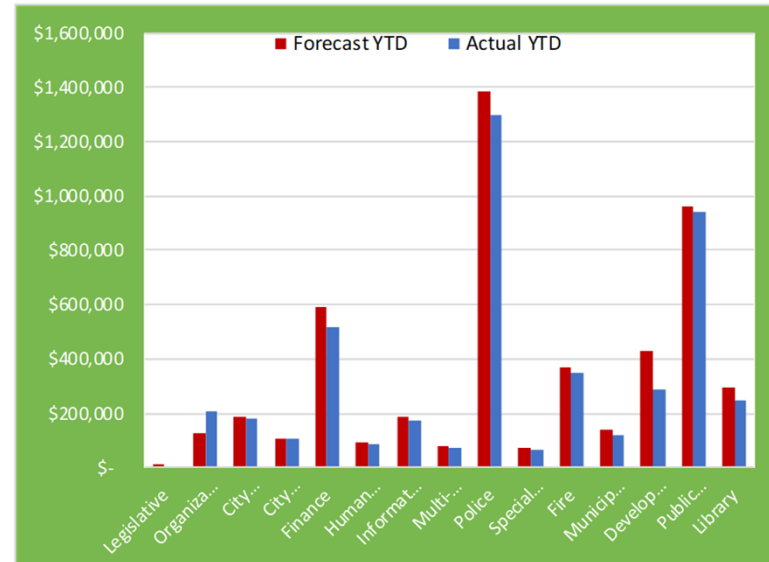
Division	FY2021 Forecast YTD	FY2021 Actual YTD	Variance
Legislative	\$ 14,618	\$ 7,190	\$ (7,428)
Organizational	127,152	206,236	\$ 79,084
City Manager	188,656	177,463	\$ (11,193)
City Secretary	106,313	107,711	\$ 1,398
Finance	590,902	517,679	\$ (73,223)
Human Resources	92,250	88,225	\$ (4,025)
Information Technology	188,093	170,748	\$ (17,345)
Multi-Media	78,525	73,587	\$ (4,938)
Police	1,384,066	1,299,856	\$ (84,210)
Special Events/Reserv.	71,479	64,658	\$ (6,821)
Fire	366,150	349,377	\$ (16,773)
Municipal Court	141,067	117,552	\$ (23,515)
Development Services	429,218	286,959	\$ (142,259)
Public Works	963,329	944,184	\$ (19,145)
Library	296,080	248,487	\$ (47,593)
Total	\$ 5,037,898	\$ 4,659,912	\$ (377,986)

Actual to Forecast

92.5%

POSITIVE

This is a new page to the financial report that looks at forecast to actual by department within the General Fund. YTD the actual is 92% of forecast. We will continue to refine our forecast based on historic patterns and understanding of what has been budgeted.

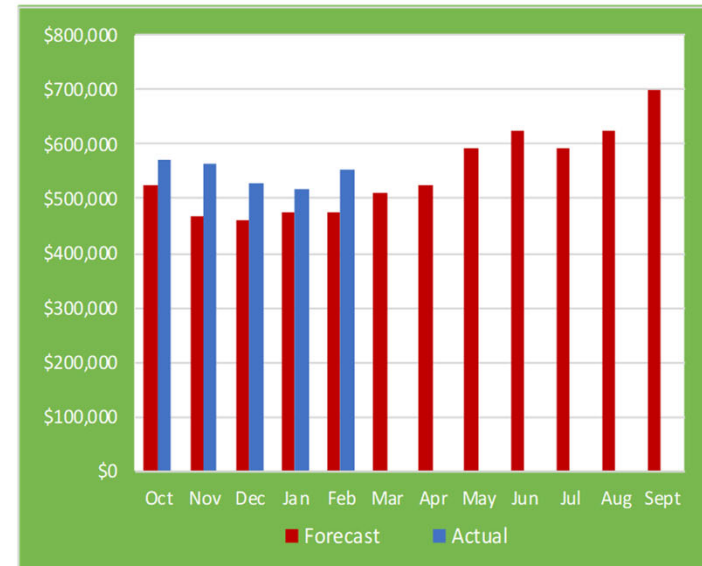


COMPREHENSIVE MONTHLY FINANCIAL REPORT – February 2021

REVENUE ANALYSIS

WATER/WASTEWATER REVENUE

<u>Month</u>	<u>FY2021 Forecast</u>	<u>FY2021 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 525,920	\$ 572,388	\$ 46,468
Nov	466,616	564,581	\$ 97,965
Dec	460,044	527,318	\$ 67,274
Jan	476,204	518,692	\$ 42,488
Feb	476,616	552,417	\$ 75,801
Mar	509,760		
Apr	525,920		
May	591,384		
Jun	624,116		
Jul	591,796		
Aug	624,528		
Sept	699,992		
Total	\$ 6,572,896	\$ 2,735,396	\$ 329,996
Cumulative Forecast	\$ 2,405,400		
Actual to Forecast	\$ 329,996	13.72%	



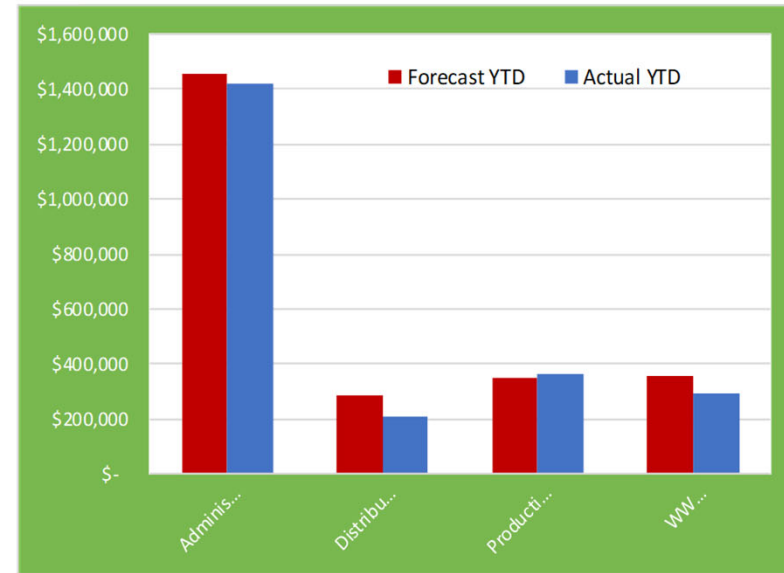
POSITIVE

The water and wastewater actual revenue is higher than forecast slightly over 13.5%. There were 15 new meters set this month all residential.

EXPENSE ANALYSIS

WATER/WASTEWATER EXPENDITURES BY DIVISION

<u>Division</u>	FY2021 <u>Forecast YTD</u>	FY2021 <u>Actual YTD</u>	<u>Variance</u>
Administration	\$ 1,457,534	\$ 1,420,020	\$ (37,514)
Distribution/Collection	284,442	210,861	\$ (73,581)
Production/Treatment	351,202	362,317	\$ 11,115
WW Treatment Plant	<u>356,034</u>	<u>293,607</u>	<u>\$ (62,427)</u>
Total	<u>\$ 2,449,212</u>	<u>\$ 2,286,805</u>	<u>\$ (162,407)</u>
Actual to Forecast		93.4%	



POSITIVE

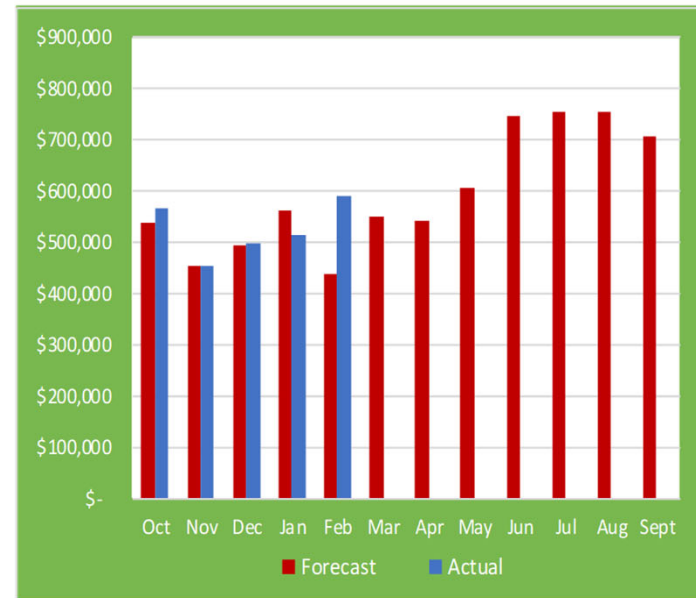
This is a new page in the Financial Report that tracks the actual to forecast by divisions within the Water/Wastewater department. The actual is over 93% of forecast.

REVENUE ANALYSIS

COMPREHENSIVE MONTHLY FINANCIAL REPORT – February 2021

ELECTRIC FUND REVENUE

<u>Month</u>	<u>FY2021 Forecast</u>	<u>FY2021 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 537,087	\$ 566,455	\$ 29,368
Nov	452,966	454,582	\$ 1,616
Dec	495,027	497,321	\$ 2,294
Jan	563,804	513,921	\$ (49,883)
Feb	439,936	589,838	\$ 149,902
Mar	551,107		
Apr	544,097		
May	607,188		
Jun	747,389		
Jul	754,399		
Aug	754,399		
Sept	706,651		\$ -
Total	\$ 7,154,050	\$ 2,622,117	\$ 133,297
Cumulative Forecast	\$ 2,488,820		
Actual to Forecast	\$ 133,297	5.36%	



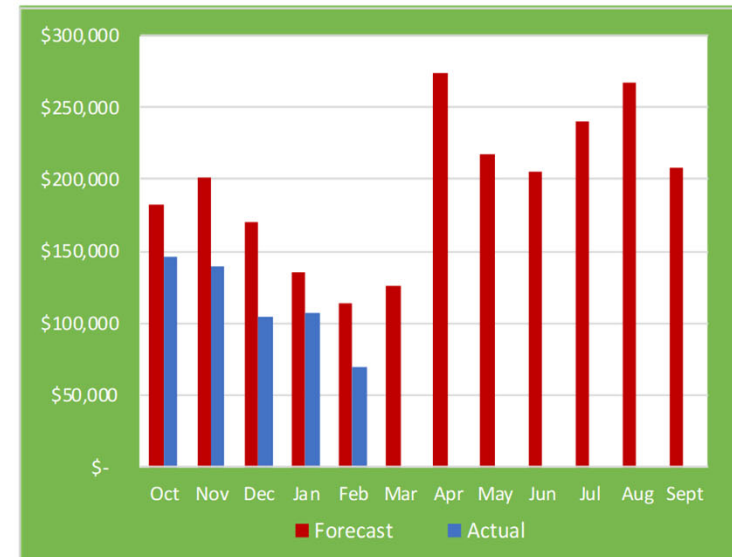
POSITIVE

The Electric utility revenue is 5% above forecasted revenue. There were 3 new meters set this month all residential.

REVENUE ANALYSIS

HOTEL OCCUPANCY TAX REVENUE

Month	FY2021 Forecast	FY2021 Actual	Monthly Variance
Oct	\$ 182,735	\$ 145,576	\$ (37,159)
Nov	201,789	138,810	\$ (62,979)
Dec	170,328	104,901	\$ (65,427)
Jan	134,764	106,830	\$ (27,934)
Feb	113,497	69,214	\$ (44,283)
Mar	126,348		
Apr	274,365		
May	217,006		
Jun	205,131		
Jul	239,808		
Aug	266,780		
Sept	207,556		
Total	\$ 2,340,107	\$ 565,331	\$ (237,782)
Cumulative Forecast	\$ 803,113		
Actual to Forecast %	\$ (237,782)	-29.6%	

**NEGATIVE**

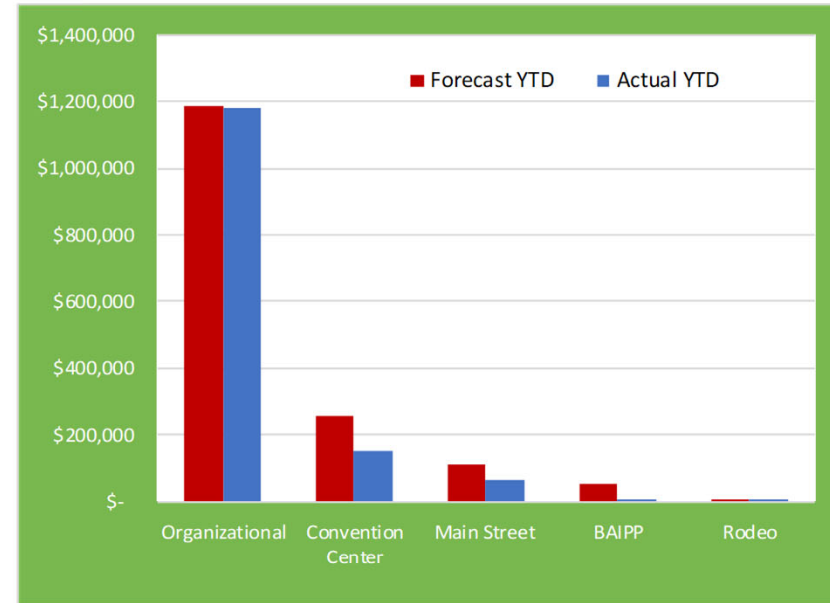
So far YTD we are almost 30% negative actual to forecast. ***The Hotel Tax revenue YTD is \$476,218 less than same time last year.***

EXPENSE ANALYSIS

COMPREHENSIVE MONTHLY FINANCIAL REPORT – February 2021

HOTEL OCCUPANCY TAX EXPENDITURES BY DIVISION

<u>Division</u>	<u>FY2021 Forecast YTD</u>	<u>FY2021 Actual YTD</u>	<u>Variance</u>
Organizational	\$ 1,189,135	\$ 1,178,472	\$ (10,663)
Convention Center	257,425	152,816	\$ (104,609)
Main Street	113,588	63,710	\$ (49,878)
BAIPP	51,972	374	\$ (51,598)
Rodeo	<u>1,208</u>	<u>1,569</u>	<u>\$ 361</u>
Total	<u>\$ 1,613,328</u>	<u>\$ 1,396,941</u>	<u>\$ (216,387)</u>
Actual to Forecast		86.6%	



POSITIVE

This is a new page in the Financial Report that shows the actual to forecast for each division located in the Hotel Occupancy Tax Fund. YTD is reporting actual 88% of forecast.

Legal fees by Attorney/Category

COMPREHENSIVE MONTHLY FINANCIAL REPORT – February 2021

FIRM	CASE	FY18-19	FY19-20	FY20-21
BUNDREN				
	Pine Forest Interlocal	\$ 6,195	\$ 1,298	\$ -
BOJORQUEZ				
	General Legal	\$ 432,931	\$ 185,102	\$ 26,700
	NEU Review	\$ -	\$ -	\$ 6,077
	COVID-19	\$ -	\$ 8,687	\$ 165
	Vandiver	\$ 1,857	\$ -	\$ -
	Pine Forest Interlocal	\$ -	\$ 1,275	\$ -
	Prosecutor (Municipal Court)	\$ 23,357	\$ 15,526	\$ 4,416
	Water/WW	\$ 46,721	\$ 57,168	\$ 23,733
RUSSEL RODRIGUEZ HYDE				
	Hunter's Crossing PID	\$ -	\$ 7,378	\$ 335
MULTIPLE FIRMS				
	XS Ranch Water Rights	\$ 6,204	\$ 4,888	\$ -
	Hunter's Crossing PID	\$ 89,899	\$ 10,391	\$ -
TAYLOR, OLSON, ADKINS, SRALLA & ELAM				
	Red Light Camera Suit	\$ 717	\$ 64	\$ -
		\$ 607,881	\$ 291,777	\$ 61,426

SUMMARY OF CASE/TYPE

Row Labels	Sum of FY18-19	Sum of FY19-20	Sum of FY20-21
COVID-19	\$ -	\$ 8,687	\$ 165
General Legal	\$ 432,931	\$ 185,102	\$ 26,700
Hunter's Crossing PID	\$ 89,899	\$ 17,769	\$ 335
Pine Forest Interlocal	\$ 6,195	\$ 2,573	\$ -
Prosecutor (Municipal Court)	\$ 23,357	\$ 15,526	\$ 4,416
Red Light Camera Suit	\$ 717	\$ 64	\$ -
Vandiver	\$ 1,857	\$ -	\$ -
Water/WW	\$ 46,721	\$ 57,168	\$ 23,733
XS Ranch Water Rights	\$ 6,204	\$ 4,888	\$ -
NEU Review	\$ -	\$ -	\$ 6,077
Grand Total	\$ 607,881	\$ 291,777	\$ 61,426



STAFF REPORT

MEETING DATE: March 23, 2021

AGENDA ITEM: 10

TITLE:

CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. Anyone in attendance wishing to address the Council must complete a citizen comment form and give the completed form to the City Secretary prior to the start of the City Council meeting. Alternately, if you are unable to attend the council meeting, you may complete a citizen comment form with your comments at www.cityofbastrop.org/citizencommentform before 5:00 p.m. on March 23, 2021. Comments submitted by this time will be distributed to the city council prior to meeting commencement, referenced at the meeting, and included with the meeting minutes. Comments from each individual will be limited to three (3) minutes when read aloud. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, City Council cannot discuss issues raised or make any decision at this time. Instead, City Council is limited to making a statement of specific factual information or a recitation of existing policy in response to the inquiry. Issues may be referred to City Manager for research and possible future action.

It is not the intention of the City of Bastrop to provide a public forum for the embarrassment or demeaning of any individual or group. Neither is it the intention of the Council to allow a member of the public to slur the performance, honesty and/or integrity of the Council, as a body, or any member or members of the Council individually or collectively, or members of the City's staff. Accordingly, profane, insulting or threatening language directed toward the Council and/or any person in the Council's presence will not be tolerated.



STAFF REPORT

MEETING DATE: March 23, 2021

AGENDA ITEM: 11A

TITLE:

Consider action to approve City Council minutes from the March 9, 2021 Regular meeting.

STAFF REPRESENTATIVE:

Paul A. Hofmann, City Manager
Ann Franklin, City Secretary

BACKGROUND/HISTORY:

N/A

POLICY EXPLANATION:

Section 551.021 of the Government Code provides as follows:

- (a) A governmental body shall prepare and keep minutes or make a tape recording of each open meeting of the body.
- (b) The minutes must:
 1. State the subject of each deliberation; and
 2. Indicate the vote, order, decision, or other action taken.

FUNDING SOURCE:

N/A

RECOMMENDATION:

Consider action to approve City Council minutes from the March 9, 2021 Regular meeting.

ATTACHMENTS:

- March 9, 2021, DRAFT Regular Meeting Minutes.

MARCH 9, 2021

The Bastrop City Council met in a regular meeting on Tuesday, March 9, 2021, at 6:00 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members physically present were: Mayor Schroeder, Mayor Pro Tem Nelson and Council Members Ennis, Peterson and Rogers. Council Member Jackson was present via video. Officers physically present were City Manager, Paul A. Hofmann; City Secretary, Ann Franklin; Deputy City Secretary, Victoria Psencik; and City Attorney, Alan Bojorquez.

CALL TO ORDER – EXECUTIVE SESSION

Mayor Schroeder called the meeting to order at 6:00 p.m. with a quorum present.

EXECUTIVE SESSION

The City Council met at 6:01 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

- 2A. City Council shall convene into closed executive session pursuant to Texas Government Code Sections 551.071 and 551.072, to seek the advice of legal counsel, and to deliberate upon the acquisition of real property interests associated with the construction of Wastewater Treatment Plant #3 at 385 SH 304, Unit B, Bastrop, TX 78602, and its collections systems, including all related agreements, authorizations, easements, resolutions, and associated legal actions.

Mayor Schroeder recessed the Executive Session at 6:22 p.m.

TAKE ANY NECESSARY OR APPROPRIATE ACTION ON MATTERS POSTED FOR CONSIDERATION IN CLOSED/EXECUTIVE SESSION

No action taken.

Mayor Schroeder recessed the meeting at 6:23 p.m.

CONVENED REGULAR SESSION

At 6:30 p.m. Mayor Schroeder convened regular session.

PLEDGE OF ALLEGIANCE

INVOCATION

Police Chaplain Dale Burke, gave the invocation.

PRESENTATIONS

- 7A. Mayor's Report
- 7B. Council Members' Report
- 7C. City Manager's Report

WORK SESSION/BRIEFINGS – NONE

STAFF AND BOARD REPORTS

- 9A. Receive the Comprehensive Annual Financial Report and the Single Audit Report for the period ending September 30, 2020, which includes the independent auditor's report presented by the independent audit firm of Belt Harris Pechacek, LLLP. (Submitted by: Tracy Waldron, Chief Financial Officer)
Presentation was made by Robert Belt, Belt Harris Pechacek, LLLP.

CITIZEN COMMENT (Read into record by Mayor Schroeder.)

**Tonya Dahl
373 FM 2571
Smithville, TX 78957
512-575-5982**

CONSENT AGENDA

A motion was made by Council Member Ennis to approve Items 11A, 11C, and 11D as listed on the Consent Agenda after being read into the record by Deputy City Secretary, Victoria Psencik. Seconded by Mayor Pro Tem Nelson, motion was approved on a 5-0 vote.

- 11A. Consider action to approve City Council minutes from the February 23, 2021 Regular meeting. (Submitted by: Ann Franklin, City Secretary)
- 11C. Consider action to approve Resolution No. R-2021-24 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with Hunt Communities Bastrop, LLC for The Colony MUD 1C Section 1, as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Jennifer Bills, Assistant Planning Director)
- 11D. Consider action to approve Resolution No. R-2021-25 of the City Council of the City of Bastrop, Texas re-appointment of Blas Coy, Jr. as Presiding Municipal Judge and approving a contract to provide services, attached as Exhibit A; authorizing the City Manager to execute all necessary documents; repealing conflicting provisions; and establishing for an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer)

DISCUSSION ITEM

- 11B. Consider action to approve Resolution No. R-2021-22 of the City Council of the City of Bastrop, Texas, approving a Joint Agreement between the City of Bastrop, Bastrop Independent School District, Elgin Municipal Utility District No. 1 and Elgin Municipal Utility District No. 2 for the May 1, 2021 General Election for Bastrop, Texas, attached as Exhibit A; authorizing the City Manager to execute all necessary documents; and providing an effective date. (Submitted by: Ann Franklin, City Secretary)
Presentation was made by Ann Franklin, City Secretary.

A motion was made by Council Member Rogers to approve Resolution No. R-2021-22, seconded by Mayor Pro Tem Nelson, motion was approved on a 5-0 vote.

ITEMS FOR INDIVIDUAL CONSIDERATION

- 12A. Consider and adopt on first and final reading Ordinance No. 2021-02 as an emergency measure ratifying temporary Emergency Orders enacted by the Mayor in her capacity as Emergency Management Director in regards to the current Local State of Disaster, for the immediate preservation of the public peace, health or safety. **A motion was made by Mayor Pro Tem Nelson to approve Ordinance No. 2021-02 with Phase Out document attached, seconded by Council Member Ennis, motion was approved on a 4-1 vote. Council Member Jackson voted nay.**
- 12B. Consider action to approve Resolution No. R-2021-29 of the City Council of the City of Bastrop, Texas authorizing the City Manager to take certain actions regarding fitness and recreational facilities and programs as related to a city pilot recreation membership program; and providing an effective date. **Presentation was made by Paul Hofmann, City Manager.**
- A motion was made by Council Member Ennis to approve Resolution No. R-2021-29, seconded by Council Member Peterson, motion was approved on a 5-0 vote.**
- 12C. Consider action to approve Resolution No. R-2021-26 of the City Council of the City of Bastrop, Texas, approving a Master Services Agreement with Aqua Metrics, attached as Exhibit A, to upgrade the current Regional Network Interface related to the Advanced Metering Infrastructure System; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing for an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer) **Presentation was made by Tracy Waldron, Chief Financial Officer.**
- A motion was made by Council Member Peterson to approve Resolution No. R-2021-26, seconded by Council Member Rogers, motion was approved on a 5-0 vote.**
- 12D. Consider action to approve Resolution No. R-2021-28 of the City Council of the City of Bastrop, Texas, regarding a proposed mixed use development project, authorizing and creating the Viridian Public Improvement District (formerly known as the NEU Community Bastrop), establishing the PID boundaries for a 410-acre tract adjacent to the city limits to the west of FM 969 and south west of the Colorado River (original owner David K. Grassel), review of draft conceptual plans, and consideration and approval of related land use development contractual documents involving DR Horton, and Continental Homes of Texas (Submitted by: Trey Job, Assistant City Manager) **Presentation was made by Trey Job, Assistant City Manager.**
- A motion was made by Council Member Rogers to approve Resolution No. R-2021-28 and accompanying Professional Services Agreement, seconded by Council Member Jackson, motion was approved on a 5-0 vote.**

Adjourned at 8:01 p.m. without objection.

APPROVED:

ATTEST:

Mayor Connie B. Schroeder

City Secretary Ann Franklin

The Minutes were approved on March 23, 2021, by Council Member motion, Council Member second. The motion was approved on a vote.



STAFF REPORT

MEETING DATE: March 23, 2021

AGENDA ITEM: 11B

TITLE:

Consider action to approve Resolution No. R-2021-33 by the City Council of the City of Bastrop, Texas ("City") regarding the application of CenterPoint Energy Resources Corp., South Texas Division, to increase rates under the gas reliability infrastructure program; suspending the effective date of this rate application for forty-five days; authorizing the city to continue to participate in a coalition of cities known as the "Alliance of CenterPoint Municipalities;" determining that the meeting at which the resolution was adopted complied with the Texas Open Meetings Act; making such other findings and provisions related to the subject; and declaring an effective date.

STAFF REPRESENTATIVE:

Tracy Waldron, Chief Financial Officer

RECOMMENDATION

Tracy Waldron, recommends approving Resolution No. R-2021-33 by the City Council of the City of Bastrop, Texas ("City") regarding the application of CenterPoint Energy Resources Corp., South Texas Division, to increase rates under the gas reliability infrastructure program; suspending the effective date of this rate application for forty-five days; authorizing the city to continue to participate in a coalition of cities known as the "Alliance of CenterPoint Municipalities;" determining that the meeting at which the resolution was adopted complied with the Texas Open Meetings Act; making such other findings and provisions related to the subject; and declaring an effective date.

ATTACHMENT

- Memo
- Resolution



MEMORANDUM

TO: Mayor and City Council
FOR: Staff Report for Item 11B
FROM: Tracy Waldron, Chief Financial Officer
DATE: March 23, 2021

ALLIANCE OF CENTERPOINT MUNICIPALITIES

The City is a member of the Alliance of CenterPoint Municipalities (ACM). The ACM group was organized by a number of municipalities served by CenterPoint Energy Resources Corp., South Texas Division ("CenterPoint") and has been represented by the law firm of Herrera Law & Associates, PLLC (through Mr. Alfred R. Herrera) to assist in reviewing applications to change rates submitted by CenterPoint.

"GRIP" RATE APPLICATION

Under section 104.301 of the Gas Utility Regulatory Act ("GURA"), a gas utility is allowed to request increases in its rates to recover a return on investments it makes between rate cases. This section of GURA is commonly referred to as the "GRIP" statute, that is, the "Gas Reliability Infrastructure Program."

Under a decision by the Supreme Court of Texas, the Court concluded that a filing made under the GRIP statute permitted gas utilities the opportunity to recover return on capital expenditures made during the interim period between rate cases by applying for interim rate adjustment and that proceedings under the GRIP statute did not contemplate either adjudicative hearings or substantive review of utilities' filings for interim rate adjustments. Instead, the Court concluded, the GRIP statute provides for a *ministerial* review of the utility's filings to ensure compliance with the GRIP statute and the Railroad Commission's rules, and that it is within the Railroad Commission's authority to preclude cities from intervening and obtaining a hearing before the Railroad Commission.

CENTERPOINT'S "GRIP" APPLICATION

On or about March 4, 2021, CenterPoint Energy Resources Corp., South Texas Division ("CenterPoint") filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program ("GRIP"). CenterPoint proposes an effective date of May 3, 2021 for the increase in rates. CenterPoint's application, if approved by the Commission, will result in an increase in the monthly customer charges as shown below:



Rate Schedules	Current Customer Charge	Proposed 2021 "GRIP" Adjustment	Adjusted Charge	Increase Per Bill
R-2097-I-GRIP 2021; R-2097-U-GRIP 2021 - Residential	\$22.59 per customer per month	\$2.33 per customer per month	\$24.92 per customer per month	\$2.33 per customer per month
GSS-2097-I-GRIP 2021; GSS-2097-U-GRIP 2021 General Service Small	\$32.27 per customer per month	\$4.78 per customer per month	\$37.05 per customer per month	\$4.78 per customer per month
GSLV-628-I-GRIP 2021; GSLV-628-U-GRIP 2021 General Service Large Volume	\$145.43 per customer per month	\$28.61 per customer per month	\$174.04 per customer per month	\$28.61 per customer per month

****Charges shown are per customer per month**

REVIEW AND ACTION RECOMMENDED

In light of the Texas Supreme Court's opinion, the City's ability to review and effectuate a change in CenterPoint's requested increase is limited. Nonetheless, to allow for a limited review of CenterPoint's GRIP application, it is recommended that the City suspend CenterPoint's proposed effective date of May 3, 2021 for forty-five days, so that the City may evaluate whether the data and calculations in CenterPoint's rate application are correctly done.

Therefore, the Alliance of CenterPoint Municipalities' (ACM) Special Counsel, the law firm of Herrera Law & Associates, PLLC (through Alfred R. Herrera) recommends that the City adopt a resolution suspending CenterPoint's proposed effective date for 45 days. Assuming a proposed effective date of May 3, 2021 CenterPoint's proposed effective date is suspended until June 17, 2021.

RESOLUTION NO. R-2021-33

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ("CITY") REGARDING THE APPLICATION OF CENTERPOINT ENERGY RESOURCES CORP., SOUTH TEXAS DIVISION, TO INCREASE RATES UNDER THE GAS RELIABILITY INFRASTRUCTURE PROGRAM; SUSPENDING THE EFFECTIVE DATE OF THIS RATE APPLICATION FOR FORTY-FIVE DAYS; AUTHORIZING THE CITY TO CONTINUE TO PARTICIPATE IN A COALITION OF CITIES KNOWN AS THE "ALLIANCE OF CENTERPOINT MUNICIPALITIES;" DETERMINING THAT THE MEETING AT WHICH THE RESOLUTION WAS ADOPTED COMPLIED WITH THE TEXAS OPEN MEETINGS ACT; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, on or about March 4, 2021 CenterPoint Energy Resources Corp., South Texas Division ("CenterPoint") filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program ("GRIP"), which if approved, results in an increase in the monthly customer charges as follows:

Rate Schedules	Current Customer Charge	Proposed 2021 "GRIP" Adjustment	Adjusted Charge	Increase Per Bill
R-2097-I-GRIP 2021; R-2097-U-GRIP 2021 - Residential	\$22.59 per customer per month	\$2.33 per customer per month	\$24.92 per customer per month	\$2.33 per customer per month
GSS-2097-I-GRIP 2021; GSS-2097-U-GRIP 2021 General Service Small	\$32.27 per customer per month	\$4.78 per customer per month	\$37.05 per customer per month	\$4.78 per customer per month
GSLV-628-I-GRIP 2021; GSLV-628-U-GRIP 2021 General Service Large Volume	\$145.43 per customer per month	\$28.61 per customer per month	\$174.04 per customer per month	\$28.61 per customer per month

and

WHEREAS, the City has a special responsibility to exercise due diligence with regard to rate increases of monopoly utilities who operate within its boundaries; and

WHEREAS, the application to increase rates by CenterPoint is complex; and

WHEREAS, CenterPoint proposed an effective date of May 3, 2021 for the increase in rates; and

WHEREAS, it is necessary to suspend the effective date for the increase in rates for forty-five days, so that the City can assure itself that the data and calculations in CenterPoint's rate application are correctly done and are in conformity with section 104.301 of the Gas Utility Regulatory Act; and

WHEREAS, the effective date proposed by CenterPoint is May 3, 2021, but a suspension by the City will mean that the rate increase cannot go into effect prior to June 17, 2021.

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

Section 1. That the statements and findings set out in the preamble to this resolution are hereby in all things approved and adopted.

Section 2. The City suspends the requested effective date by CenterPoint for forty-five days pursuant to the authority granted the City under Section 104.301 of the Gas Utility Regulatory Act to allow the City's review of the data and calculations that provide the basis for CenterPoint's proposed increase in rates.

Section 3. The City shall continue to act jointly with other cities that are part of a coalition of cities known as the Alliance of CenterPoint Municipalities ("ACM").

Section 4. The City authorizes the law firm of Herrera Law & Associates, PLLC, to act on its behalf in connection with CenterPoint's application to increase rates.

Section 5. To the extent CenterPoint's application to increase rates under section 104.301 of the Gas Utility Regulatory Act is considered a ratemaking proceeding, CenterPoint is ordered to reimburse the City's reasonable rate case expenses incurred in response to CenterPoint's rate increase application within 30 days of receipt of invoices for such expenses to the extent allowed by law.

Section 6. A copy of this resolution shall be sent to Mr. Keith L. Wall, Director of Regulatory Affairs, CenterPoint Energy, 1111 Louisiana Street, CNP Tower 19th Floor, Houston, Texas 77002; and to Mr. Alfred R. Herrera, Herrera Law & Associates, PLLC, 4524 Burnet Road, Austin, Texas 78756.

Section 7. The meeting at which this resolution was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 8. This resolution shall be effective immediately upon passage.

PASSED AND APPROVED this 23rd day of March 2021.

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary



STAFF REPORT

MEETING DATE: March 23, 2021

AGENDA ITEM: 11C

TITLE:

Consider action to approve Resolution No. R-2021-23 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with Ranch Road Development LLC for Pecan Park Section 1B, as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Jennifer C. Bills, Assistant Planning Director

BACKGROUND/HISTORY:

The Public Improvement Plan Agreement was developed as part of the City of Bastrop's Development Manual. This standardized agreement is a tool that can be used by staff. It allows a developer to establish the infrastructure costs, inspections fees and begin construction of public street and utility infrastructure. The agreement also establishes the process to record the final plat with a fiscal guaranty for the approved section of the subdivision prior to the completion of all public improvements. The cost estimates and scope of work included in the Agreement were approved with the Public Improvement Plans approved by the City Engineer.

POLICY EXPLANATION:

Texas Local Government Code 212.010 Standards for Approval of Plat requires that a new subdivision should extend roads and utilities in conformance to the city requirements and bonds be submitted in accordance with the municipal policy for the approval of subdivision plats.

Section 1.4.003 Public improvement Plan Agreement (PIPA) establishes the requirements for approval of the PIPA.

FUNDING SOURCE:

N/A

RECOMMENDATION:

The Planning Director recommends City Council consider action to approve Resolution No. R-2021-23 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with Ranch Road Development LLC for Pecan Park Section 1B, as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution No. R-2021-23
- Exhibit A – Pecan Park Section 1B Public Improvement Plan Agreement
- Attachment 1 – Contractor's Cost Estimates

RESOLUTION NO. R-2021-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A PUBLIC IMPROVEMENT PLAN AGREEMENT WITH RANCH ROAD DEVELOPMENT, LLC FOR PECAN PARK SECTION 1B, AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council has adopted the Bastrop Building Block (B³) Code and related codes that provide a process for the standards and construction of public improvements that support the development created during the subdivision process; and

WHEREAS, the Development Manual includes the requirement for a developer to provide a Public Improvement Plan Agreement to ensure the installation of the public improvements; and

WHEREAS, the "Developer" known as Ranch Road Development, LLC has an approved Preliminary Plat and Public Improvement Plan for the construction of a single-family subdivision; and

WHEREAS, The City Council also understands the importance ensuring the proper construction of the required public improvements and the value they bring in regard to the public safety of neighborhoods.

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

Section 1: That the City Manager will execute the Public Improvement Plan Agreement for Pecan Park Section 1B, attached as Exhibit A.

Section 2: All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 3: That this Resolution shall take effect immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 23rd day of March, 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

CITY OF BASTROP, TEXAS
Public Improvement Plan Agreement
Pecan Park – Section 1B

The State of Texas

City of Bastrop

WHEREAS, Ranch Road Development LLC hereinafter referred to as, "Developer", is the developer of the following described property and desires to make certain improvements to the Pecan Park Section 1B
; and

WHEREAS, the said Developer has requested the City of Bastrop, a Home Rule Municipality of Bastrop County, Texas, hereinafter referred to as, "City", to provide approvals and cooperative arrangements in connection with said improvements:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That said Developer, acting herein by and through Scott Miller, it's duly authorized officer, and the City, acting herein by and through Paul A. Hofmann, it's City Manager, for and in consideration of the covenants and agreements herein performed and to be performed, do hereby covenant and agree as follows regarding assurance of construction of sanitary sewer facilities, streets, drainage, street lights and street signs, and trail improvements; summary of infrastructure (development) amounts; assurance payments to the City; payment of impact fees; and miscellaneous provisions relating to the acceptable completion of said construction according to the plans for Pecan Park Section 1B approved by the City on ***March 23, 2021.***

1.00 Assurance of Infrastructure Construction

1.10 Employment of Contractors

In accordance with this agreement, the Developer agrees to employ a general contractor or contractors in accordance with the conditions set forth in Section 4.00 for work for which the Developer is providing as stated herein and indicated in the Summary of Infrastructure (Development) Assurance Amounts, Section 2.30 on page 4 of this agreement.

1.11 Payment of Developer Infrastructure Assurance Fees

The Developer and the City agree that the final plat of Pecan Park Section 1B will not be filed for record until payment of the Final Assurance Amount. Except as otherwise provided in Section 4.40 of this contract, no building permits will be issued for any lots prior to the plat recording.

1.12 Payment of Miscellaneous Construction Costs

It is further agreed and understood that additional costs may be required of the Developer to cover such additional work, materials and/or other costs as may be made necessary by conditions encountered during construction and within the scope of this project.

1.13 Compliance with Tree Preservation Ordinance

This is a planned development and is regulated by Ordinance # 2015 – 15.

2.00 Infrastructure (Development) Improvement Costs

All infrastructure (development) improvement costs are the full responsibility of the Developer. The following improvement costs have been developed using the Developer's plans and specifications and recommendations by the City in accordance with the construction guidelines set forth by the City:

2.10 Sanitary Sewer Improvements

The distribution of costs between the City and the Developer for all sanitary sewer improvements are as follows:

	Full Project Cost	Developer's Assurance Amount	City Participation
Sanitary Sewer Facilities	\$194,955.50	\$194,955.50	\$0.00
Other Related Facilities	\$0.00	\$0.00	\$0.00
Total Construction Cost	\$194,955.50	\$194,955.50	\$0.00

2.20 Water Infrastructure Improvements

The distribution of costs between the City and the Developer for all sanitary sewer improvements are as follows:

	Full Project Cost	Developer's Assurance Amount	City Participation
Water Line Improvements	\$268,068.00	\$268,068.00	\$0.00
Other Related Facilities	\$0.00	\$0.00	\$0.00
Total Construction Cost	\$268,068.00	\$268,068.00	\$0.00

Public Improvement Plan Agreement – Pecan Park Section 1B

2.30 Street and Storm Drainage Improvements

The distribution of costs between the City and the Developer for all street and drainage improvements are as follows:

	Full Project Cost	Developer's Assurance Amount	City Participation
Storm Drainage Facilities	\$382,798.00	\$382,798.00	\$0.00
Streets & Sidewalks	\$480,627.50	\$480,627.50	\$0.00
Total Construction Cost	\$863,425.50	\$863,425.50	\$0.00

2.40 Summary of Infrastructure (Development) Assurance Amounts

	Final Assurance Amount
Sanitary Sewer Facilities	\$194,955.50
Water Line Improvements	\$268,068.00
Storm Drainage Facilities	\$382,798.00
Streets & Sidewalks	\$480,627.50
Total Construction Cost	\$1,326,449.00

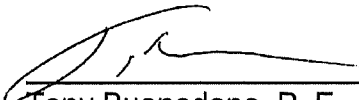
ASSURANCE FEES TO BE PAID PRIOR TO PRE-CONSTRUCTION MEETING*:

Public Improvement Plan Agreement – Pecan Park Section 1B

	Percentage of Construction	Construction Cost	Final Assurance Amount
Water & Sewer Inspection Fee	3.5%	\$463,023.50	\$16,205.82
Storm Drainage Inspection Fee	3.5%	\$382,798.00	\$13,397.93
Streets & Sidewalks Inspection Fee	3.5%	\$480,627.50	\$16,821.96
Payment to the City			\$46,425.72

The final construction amount is **\$1,326,449**, and the final assurance amount is **\$46,425.72** (the "Final Assurance Amount").

RECOMMENDED:

	03/11/2021
Tony Buonodono, P. E. City Engineer	Date

3.00 Miscellaneous Improvements

3.10 Sidewalks

The Developer shall be responsible for installing sidewalks along right-of-ways on open space lots and other lots that will not contain single family residential units within Pecan Park Section 1B as shown on the approved Public Improvement Plans by the City on **February 11, 2021**. All sidewalks shall conform to the City of Bastrop Standard Construction Details included within the details of the approved Public Improvement Plans.

3.20 Screening Wall, Landscaping, and Irrigation

This is a planned development and is regulated by Ordinance # 2015 – 15.

3.30 Street Lights and Street Name and Regulatory Signs

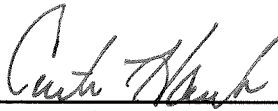
The Developer is responsible for the initial installation and maintenance of the streetlights. Installation and energizing of the electric Distribution System shall not affect the inspection or acceptance of the public subdivision improvements by the City of Bastrop. Electrical system installation and energizing of the community is outside the control of the Developer and shall not delay the issuance building permits or home inspections.

Regulatory signs shall be installed by the Developer at the Developer's expense at locations specified within the **Public Improvement Plans** in accordance with the City of Bastrop Standard Construction Details included within the details of the approved Public Improvement Plans. The signs shall conform to The State of Texas Manual on Uniform Traffic Control Devices and City requirements, including but not limited to, exact placement, sign height and block numbers. The City shall

Public Improvement Plan Agreement – Pecan Park Section 1B

not be responsible or obligated to maintain and/or replace any non-standard sign poles, street name signs or regulatory signs prior to acceptance of the subdivision. Installation shall be completed prior to the acceptance of the subdivision.

RECOMMENDED:

 3/11/21
Curtis Hancock Date
Director of Public Work

Public Improvement Plan Agreement – Pecan Park Section 1B

3.50 Land Dedication

All Public Open Space requirements for the Pecan Sections 2, 1B & 7 have been fulfilled via the land dedication of 38.08 acres of open space to the City along with the easement agreement which allows for public access to the river trail system owned by the River's Bend at Pecan Park HOA.

The above open space dedications shall fully satisfy all City requirements for dedication of park land or payment of fees in lieu of dedication.

RECOMMENDED:



Trey Job Date
Assistant City Manager of Community
Development (Acting Director of Planning and
Development)

Public Improvement Plan Agreement – Pecan Park Section 1B

3.60 Impact Fees

Water Impact Fees and Wastewater Impact Fees as set forth by City ordinances will be assessed at the time of final plat recording and shall be paid by the builder, property owner or developer at the time of Building Permit issuance for each individual lot within Pecan Park Section 1B and shall be based on the Water and Wastewater Impact Fee for Service as set forth in the City of Bastrop Impact Fee Ordinance that is in effect as of the final plat recording date.

IMPACT FEES TO BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE:

	<u>Lots</u>	<u>Fee per Lot</u>	<u>Final Assessment Amount</u>
Waste Water Impact Fee	81	\$6,173.00	\$500,013.00
Water Impact Fee	81	\$4,109.00	\$332,829.00
Total Impact Fees To Be Collected			\$832,842.00

RECOMMENDED:



Curtis Hancock
Director of Public Works

3/11/21

Date

4.00 Miscellaneous Provisions

4.10 Bonds

The Developer or the homebuilder agrees furnish the City with a payment and performance bond (or cash in lieu of bond) for all uncompleted public improvement work prior to recordation of the Final Plat, if the remaining contracted costs exceed \$25,000.00. The payment bond will be 125% of the Final Assurance Amount for the work remaining. The payment and performance bonds shall be submitted prior to the City issuing the Notice to Proceed.

The Developer agrees to require the contractor(s) to furnish the City with a two (2) year maintenance bond in the name of the City, subject to City approval for one hundred twenty-five percent (25%) of the contract price of the residential streets, sanitary sewer, and underground stormwater drainage facilities improvements. The maintenance bond(s) shall be submitted and approved prior to the final acceptance of the improvements.

The developer will provide the City with proof of payment to the surety and that all other obligations of the developer or contractor have been met in order for the bonds to be binding upon the surety.

4.20 Public Liability

The Developer shall further require the contractor(s) to secure Public Liability Insurance. The amount of Insurance required shall include Public Liability, Bodily Injury and Property Damage of not less than \$100,000 one person, \$300,000 one accident and \$100,000 property damage. The minimum requirements for automobile and truck public liability, bodily injury and property damage shall also

include not less than \$100,000 one person, \$300,000 one accident, and \$100,000 property damage.

The Contractor shall provide Worker's Compensation Insurance in accordance with the most recent Texas Workers' Compensation Commission's rules.

4.30 General Indemnity Provisions

The Developer shall waive all claims, fully release, indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including all expenses of litigation and/or settlement which may arise by injury to property or person occasioned by error, omission, intentional or negligent act of Developer, its officers, agents, consultants, employees, invitees, or other person, arising out of or in connection with the Agreement, or on or about the property, and Developer will, at its own cost and expense, defend and protect the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all such claims and demands. Also, Developer agrees to and shall indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from and against any and all claims, losses, damages, causes of action, suit and liability of every kind, including all expenses of litigation, court costs and attorney fees for injury to or death of any person or for any damage to any property arising

Public Improvement Plan Agreement – Pecan Park Section 1B

out of or in connection with this Agreement or any and all activity or use pursuant to the Agreement, or on or about the property. This indemnity shall apply whether the claims, suits, losses, damages, causes of action or liability arise in whole or in part from the intentional acts or negligence of developer or any of its officers, officials, agents, consultants, employees or invitees, whether said negligence is contractual, comparative negligence, concurrent negligence, gross negligence or any other form of negligence. The City shall be responsible only for the City's sole negligence. Provided, however, that nothing contained in this Agreement shall waive the City's defenses or immunities under Section 101.001 et seq. of the Texas Civil Practice and Remedies Code or other applicable statutory or common law. Notwithstanding anything to the contrary in this section, the Developer shall not be required to indemnify the City in the event the claims, suits, losses, damages, causes of action or liability arise in whole or in part as a result of the City's breach of this agreement or a separate agreement pertaining to the property governed by this agreement.

4.31 Indemnity Against Design Defects

Approval of the City Engineer or other City employee, official, consultant, employee, or officer of any plans, designs or specifications submitted by the Developer under this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, its engineer, contractors, employees, officers, or agents for the accuracy and competency of their design and specifications. Such approval shall not be deemed to be an assumption of

Public Improvement Plan Agreement – Pecan Park Section 1B

such responsibility or liability by the City for any defect in the design and specifications prepared by the consulting engineer, his officers, agents, servants, or employees, it being the intent of the parties that approval by the City Engineer or other City employee, official, consultant, or officer signifies the City's approval of only the general design concept of the improvements to be constructed. In this connection, the Developer shall indemnify and hold harmless the City, its officials, officers, agents, servants and employees, from any loss, damage, liability or expense on account of damage to property and injuries, including death, to any and all persons which may arise out of any defect, deficiency or negligence of the engineer's designs and specifications incorporated into any improvements constructed in accordance therewith, and the Developer shall defend at his own expense any suits or other proceedings brought against the City, its officials, officers, agents, servants or employees, or any of them, on account thereof, to pay all expenses and satisfy all judgments which may be incurred by or rendered against them, collectively or individually, personally or in their official capacity, in connection herewith. Notwithstanding anything to the contrary in this section, the Developer shall not be required to indemnify the City in the event the claims, suits, losses, damages, causes of action or liability arise in whole or in part as a result of the City's breach of this agreement or a separate agreement pertaining to the property governed by this agreement.

4.32 Approval of Plans

The Developer and City agree that the approval of plans and specifications by the City shall not be construed as representing or implying that improvements built in

accordance therewith shall be free of defects. Any such approvals shall in no event be construed as representing or guaranteeing that any improvement built in accordance therewith will be designed or built in a good and workmanlike manner. Neither the City nor its elected officials, officers, employees, contractors and/or agents shall be responsible or liable in damages or otherwise to anyone submitting plans and specifications for approval by the City for any defects in any plans or specifications submitted, revised, or approved, in the loss or damages to any person arising out of approval or disapproval or failure to approve or disapprove any plans or specifications, for any loss or damage arising from the non-compliance of such plans or specifications with any governmental ordinance or regulation, nor any defects in construction undertaken pursuant to such plans and specifications.

4.33 Venue

Venue of any action brought hereunder shall be in Bastrop, Bastrop County, Texas.

4.40 Release of Building Permits

The City will allow for the submittal of house plans, plan check by the City and approval by the City for all the residential lots listed on page 1 in advance of completion of the Public Improvements. The issuance of residential building permits shall be governed by the language below.

The Developer may request, and the Director of Planning and Development may approve, the issuance of up to ten percent (10%) of the total residential building permits for the lots listed on pg. 1 of this agreement upon recordation of the Final Plat and completion public streets, sanitary sewer, water system, stormwater

drainage facilities and proof of payment for the street lights.

Building permits for all lots will be released upon final acceptance of all public and improvements in accordance with the Public Improvement Plans that were approved by the City on February 11, 2021.

4.50 Dedication of Infrastructure Improvements

Upon final acceptance of Pecan Park Section 1B, the public streets, sanitary sewer, and underground stormwater drainage facilities shall become the property of the City.

4.60 Assignment

This agreement, any part hereof, or any interest herein shall not be assigned by the Developer without written consent of the City Manager, said consent shall not be unreasonably withheld, and it is further agreed that such written consent will not be granted for the assignment, transfer, pledge and/or conveyance of any refunds due or to become due to the Developer except that such assignment, transfer, pledge and/or conveyance shall be for the full amount of the total of all such refunds due or to become due hereunder nor shall assignment release assignor or assignee from any and all Development assurances and responsibilities set forth herein.

4.70 Conflicts

In the event of a conflict between this agreement and that certain Memorandum of Understanding for Development of Land ("MOU") between the City of Bastrop and Ranch Road Development LLC effective December 12th, 2013, the MOU shall

Public Improvement Plan Agreement – Pecan Park Section 1B

control.

IN TESTIMONY WHEREOF, the City of Bastrop has caused this instrument to be executed in duplicate in its name and on its behalf by its City Manager, attested by its City Secretary, with the corporate seal of the City affixed, and said Developer has executed this instrument in duplicate, at the City of Bastrop, Texas this the **23rd** day of **March, 2021**.

Pecan Park

City of Bastrop, Texas



Scott Miller, Manager
Ranch Road Development LLC

Paul A. Hofmann
City Manager

ATTEST:

Ann Franklin
City Secretary

Date

APPROVED AS TO FORM AND LEGALITY:

Alan Bojorquez
City Attorney

Date

Distribution of Originals: Developer
 City Secretary
 Planning and Development Department

SCOPE:	WATER, WASTEWATER, STREETS, & DRAINAGE IMPROVEMENTS
DATE:	1/27/2021

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	COSTS FOR PIPA
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GENERAL CONDITIONS						
1	MOBILIZATION	1	LS	\$ 34,500.00	\$ 34,500.00	
2	SUPERVISION	1	LS	\$ 40,000.00	\$ 40,000.00	
3	CALCS & LAYOUT	1	LS	\$ 12,500.00	\$ 12,500.00	
4	MAINTENANCE BOND - 2 Yr 20%	1	LS	\$ 8,750.00	\$ 8,750.00	
SUB-TOTAL GENERAL CONDITIONS					\$ 95,750.00	

EROSION CONTROL ITEMS						
1	INLET PROTECTION	17	EA	\$ 85.00	\$ 1,445.00	
2	STABILIZED CONST ENTRANCE	2	EA	\$ 950.00	\$ 1,900.00	
3	CONCRETE WASHOUT	1	EA	\$ 650.00	\$ 650.00	
4	REVEG ROW, OPEN SPACES, & SLOPES	10295	SY	\$ 1.50	\$ 15,442.50	
5	SILT FENCE (ALONG CHANNEL ONLY)	579	LF	\$ 2.00	\$ 1,158.00	
6	ROCK BERM	171	LF	\$ 23.00	\$ 3,933.00	
7	MATting ON SLOPES	1555	SY	\$ 1.50	\$ 2,332.50	
SUB-TOTAL EROSION CONTROL ITEMS					\$ 26,861.00	

SITE IMPROVEMENTS						
1	CLEARING & GRUBBING	15.09	AC	\$ 410.00	\$ 6,186.90	
2	EXCAVATION	24027	CY	\$ 2.10	\$ 50,456.70	
3	EMBANKMENT	9063	CY	\$ 1.45	\$ 13,141.35	
4	EMBANK SPOILS	13822	CY	\$ 1.45	\$ 20,041.90	
5	SUBGRADE PREPARATION 3' BOC	14830	SY	\$ 2.00	\$ 29,660.00	
6	8" BASE	8581	SY	\$ 9.25	\$ 79,374.25	
7	10" BASE	6248	SY	\$ 12.00	\$ 74,976.00	
8	1 1/2" HMAc TYPE D	6321	SY	\$ 8.75	\$ 55,308.75	
9	2" HMAc TYPE D	4994	SY	\$ 11.75	\$ 58,679.50	
10	CURB & GUTTER	6294	LF	\$ 14.50	\$ 91,263.00	
11	4' SIDEWALK	2241	LF	\$ 26.00	\$ 58,266.00	
12	TYPE I RAMPS	8	EA	\$ 1,450.00	\$ 11,600.00	
13	CONCRETE VALLEY GUTTER	2	EA	\$ 5,600.00	\$ 11,200.00	
14	SIDEWALK PASSING ZONES	10	EA	\$ 500.00	\$ 5,000.00	
15	STREET/STOP SIGN W/STOP BAR	5	EA	\$ 650.00	\$ 3,250.00	
16	STREET BARRICADE	1	EA	\$ 1,150.00	\$ 1,150.00	
17	REMOVE STREET BARRICADE	4	EA	\$ 225.00	\$ 900.00	
SUB-TOTAL SITE IMPROVEMENTS					\$ 570,454.35	

\$ 480,627.50

WASTEWATER ITEMS					
1	8" PVC SDR26 (0-8)	568	LF	\$ 27.00	\$ 15,336.00
2	8" PVC SDR26 (8-10)	425	LF	\$ 30.00	\$ 12,750.00
3	8" PVC SDR26 (10-12)	416	LF	\$ 33.00	\$ 13,728.00
4	8" PVC SDR26 (12-14)	572	LF	\$ 36.00	\$ 20,592.00
5	4' STANDARD MANHOLE	13	EA	\$ 4,300.00	\$ 55,900.00
6	MANHOLE EXTRA DEPTH (>8')	42.5	VF	\$ 175.00	\$ 7,437.50
7	DOUBLE SERVICE	32	EA	\$ 1,300.00	\$ 41,600.00
8	SINGLE SERVICE	17	EA	\$ 950.00	\$ 16,150.00
9	TRENCH SAFETY	1981	LF	\$ 2.00	\$ 3,962.00
10	TIE TO EXISTING MANHOLE	1	EA	\$ 7,500.00	\$ 7,500.00
SUB-TOTAL WASTEWATER ITEMS					\$ 194,955.50

194,955.50

DRAINAGE ITEMS					
1	18" HP PIPE	1360	LF	\$ 37.00	\$ 50,320.00
2	24" HP PIPE	178	LF	\$ 51.00	\$ 9,078.00
3	30" HP PIPE	438	LF	\$ 77.00	\$ 33,726.00
4	36" HP PIPE	325	LF	\$ 85.00	\$ 27,625.00
5	42" HP PIPE	420	LF	\$ 105.00	\$ 44,100.00
6	60" HP PIPE	268	LF	\$ 185.00	\$ 49,580.00
7	10' CURB INLET	13	EA	\$ 4,700.00	\$ 61,100.00
8	15' CURB INLET	4	EA	\$ 6,900.00	\$ 27,600.00
9	4' MANHOLES	6	EA	\$ 2,900.00	\$ 17,400.00
10	5' MANHOLES	5	EA	\$ 4,100.00	\$ 20,500.00
11	7' MANHOLES	1	EA	\$ 7,500.00	\$ 7,500.00
12	TRENCH SAFETY	2989	LF	\$ 1.00	\$ 2,989.00
13	TIE TO EXISTING 36" SSL	1	EA	\$ 3,400.00	\$ 3,400.00
14	TIE TO EXISTING 54" SSL	1	EA	\$ 3,900.00	\$ 3,900.00
15	42" HEADWALL	1	EA	\$ 3,500.00	\$ 3,500.00
16	DUAL 42"- 54" HEADWALL	1	EA	\$ 15,500.00	\$ 15,500.00
17	ROCK RIP RAP	83	SY	\$ 60.00	\$ 4,980.00
SUB-TOTAL DRAINAGE ITEMS					\$ 382,798.00

382,798.00

WATER ITEMS					
1	8" PVC C-900	2215	LF	\$ 32.00	\$ 70,880.00
2	12" PVC C-900	1174	LF	\$ 51.00	\$ 59,874.00
3	8" GATE VALVE	6	EA	\$ 1,725.00	\$ 10,350.00
4	12" GATE VALVE	5	EA	\$ 2,650.00	\$ 13,250.00
5	5 1/4" FIRE HYDRANT ASSEMBLY	7	EA	\$ 4,400.00	\$ 30,800.00
6	SINGLE SERVICE	6	EA	\$ 1,100.00	\$ 6,600.00
7	DOUBLE SERVICE	38	EA	\$ 1,500.00	\$ 57,000.00
8	UTILITY SLEEVING, 1-6" & 2-4"	393	LF	\$ 25.00	\$ 9,825.00
9	TRENCH SAFETY	3389	LF	\$ 1.00	\$ 3,389.00
10	CONNECT TO EXISTING 8" WL	2	EA	\$ 1,500.00	\$ 3,000.00
11	CONNECT TO EXISTING 12" WL	2	EA	\$ 1,550.00	\$ 3,100.00
SUB-TOTAL WATER ITEMS					\$ 268,068.00

268,068.00

TOTAL BASE BID	\$ 1,538,886.85
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Qualifications:

This proposal and all of its contents will become a part of the contract. Any items not specifically mentioned above are not included in this proposal unless noted otherwise. We reserve the right to topo the project prior to starting. Any discrepancies will be discussed and could result in a change of contract price. We have included reveg of ROW & slopes only. No lot revegetation is included. 60" HP storm pipe is bid in place of the 54" called out on plan due to manufacturers not making that specific size. Storm manhole are bid per size needed to accommodate HP pipe. Base bid only includes sidewalk passing zones that lie in areas where civil contractor is responsible for installing sidewalk. The embank spoils pay item assumes that excess materials can be embanked in future adjusted lot grading.

Exclusions:

P&P bond, taxes, SWPPP plan, density/materials testing, permits, inspection fees, meters, onsite plumber, irrigation, landscaping, imported topsoil, revegetation of lots, lot pins, padded lot grading, geological remediation, conflicts with existing utilities, relocation of existing utilities, hauling spoils offsite, importing material, street lights, dry utilities, all silt fence with the exception of that running along the east side of the channel.



STAFF REPORT

MEETING DATE: March 23, 2021

AGENDA ITEM: 12A

TITLE:

Consider and adopt on first and final reading Ordinance No. 2021-04 as an emergency measure ratifying temporary Emergency Orders enacted by the Mayor in her capacity as Emergency Management Director in regards to the current Local State of Disaster, for the immediate preservation of the public peace, health or safety.

STAFF REPRESENTATIVE:

Paul A. Hofmann, City Manager

BACKGROUND/HISTORY

A declaration of local disaster and public health emergency includes the ability to take measures to reduce the possibility of exposure to disease, control the risk, prevent the spread of the disease, and promote the health and safety of individuals in the City of Bastrop; and

POLICY EXPLANATION:

On March 16, 2020 the City Council Confirmed a Declaration of Disaster due to the novel coronavirus (COVID-19). Within that declaration the mayor is granted the authority to take extraordinary measures to protect the health and safety of the citizens of Bastrop.

FUNDING SOURCE:

N/A

RECOMMENDATION:

Recommend adopting on first and final reading Ordinance No. 2021-04 as an emergency measure ratifying temporary Emergency Orders enacted by the Mayor in her capacity as Emergency Management Director in regards to the current Local State of Disaster, for the immediate preservation of the public peace, health or safety.

ATTACHMENTS:

- Ordinance No. 2021-04

EMERGENCY ORDINANCE 2021-04

AN EMERGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, CONFIRMING AND RATIFYING THE EMERGENCY ORDERS ISSUED BY THE MAYOR AS THE EMERGENCY MANAGEMENT DIRECTOR, AS DESCRIBED IN EXHIBIT A; PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, ENFORCEMENT, AND PENALTY; ESTABLISHING AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the novel coronavirus (COVID-19) has been recognized globally as a contagious respiratory virus; and

WHEREAS, on March 13, 2020, Texas Governor Greg Abbott declared a State of Disaster for all counties in Texas, and the President of the United States of America declared a national emergency in relation to COVID-19; and

WHEREAS, on March 16, 2020, the Mayor issued a Declaration of Local Disaster to allow the City of Bastrop to take measures to reduce the possibility of exposure to COVID-19 and promote the health and safety of Bastrop residents; and

WHEREAS, Section 418.108 of the Texas Government Code provides that a declaration of local disaster activates the City's Emergency Management Plan; and

WHEREAS, in furtherance of the declaration of local disaster, the Mayor issued certain orders pursuant to Chapter 418 of the Texas Government Code; and

WHEREAS, Section 3.15(b) of the Bastrop City Charter allows the City Council to adopt an emergency ordinance relating to the immediate preservation of the public peace, health or safety, and such emergency ordinances shall take effect immediately upon adoption and execution without a second consideration; and

WHEREAS, Section 54.001 of the Texas Local Government Code generally provides the maximum penalties for violations of municipal ordinances, rules, or police regulations; and

WHEREAS, Section 418.173 of the Texas Government Code provides that a local emergency management plan may provide that failure to comply with the plan or with a rule, order, or ordinance adopted under the plan is an offense punishable by a fine not to exceed \$1,000 or confinement in jail for a term not to exceed 180 days; and

WHEREAS, the City Council of the City of Bastrop, Texas, finds it reasonable and necessary for the protection of the health and safety of the residents of the City of Bastrop to confirm and ratify the orders issued by the Mayor pursuant to Chapter 418 of the Texas Government Code, as described in **Exhibit A**; and

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

SECTION 1. FINDINGS OF FACT: The foregoing recitals are incorporated into this Emergency Ordinance by reference as findings of fact as if expressly set forth herein.

SECTION 2. CONFIRMATION & RATIFICATION: The City Council of the City of Bastrop, Texas, in accordance with the authority vested in the governing body of the City of Bastrop, Texas, by Section 418.108 of the Texas Government Code, hereby confirms and ratifies the emergency orders issued by the Mayor in furtherance of the declaration of local disaster, as described in **Exhibit A**.

SECTION 3. PUBLIC NOTICE: The City Secretary is hereby directed to give prompt and general publicity to this Emergency Ordinance.

SECTION 4. CONFLICTS: In the case of any conflict between other provisions of this Emergency Ordinance and any existing Ordinance of the City, the provisions of this Emergency Ordinance will control.

SECTION 5. SEVERABILITY: If any provision of this Emergency Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Emergency Ordinance that can be given effect without the invalid provision.

SECTION 6. ENFORCEMENT: The City shall have the power to administer and enforce the provisions of this Emergency Ordinance as may be required by governing law. Any person violating any provision of this Emergency Ordinance violates Section 1.08.011 of the Bastrop City Code. In accordance with Section 418.173 of the Texas Government Code, a violation is a misdemeanor punishable by a fine not to exceed \$1,000 or confinement in jail for a term not to exceed 180 days. Nothing in this ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

SECTION 7. EFFECTIVE DATE: In accordance with Section 3.15(b) of the Bastrop City Charter, this Emergency Ordinance shall be *effective immediately* upon passage.

SECTION 8. OPEN MEETING: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

READ, ACKNOWLEDGED & APPROVED on the First & Final Reading on this, the 23rd day of March 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Exhibit A



STAFF REPORT

MEETING DATE: March 23, 2021

AGENDA ITEM: 12B

TITLE:

Consider action to approve Resolution No. R-2021-20 of the City Council of the City of Bastrop, Texas, approving a Professional Service Agreement between the City of Bastrop and ASAS, LLC for professional services related to the ASAS Project Development Agreement negotiations, as attached in Exhibit A; authorizing the City Manager to execute necessary documents; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVES:

Trey Job, Assistant City Manager for Community Development

BACKGROUND/HISTORY:

An applicant from ASAS, LLC has approached the City of Bastrop inquiring about developing approximately 552 acres of land within the City of Bastrop's ETJ. The applicant will enter a development agreement with the City of Bastrop that addresses issues such as: annexation, transportation planning, utilities, and economic development incentives.

This professional service agreement allows the city to recoup professional services such as engineering and attorney fees, etc. Thereby removing the burden on current taxpayers.

POLICY EXPLANATION:

Article 1.14 – Professional and Consulting Fees

Sec. 1.14.001 - Charges for consulting services established.

- (a) The City Manager, or his designee, in the review of any planning, development or other application or submission to the city may seek and retain professional assistance regarding the application and/or submission from an engineering, planning, legal, technical, or environmental consultant selected by and/or employed by the city ["Consultant(s)"], as is deemed necessary, to facilitate the review of the application or submission.
- (b) Professional fees and related charges incurred by the city for the services of the consultant(s) shall be in accord with the charges customarily made for such services in the county and shall be provided pursuant to an agreement to retain such consultant(s) by and between the city and such consultant(s).
- (c) The individual or entity that provides an application or submission to the city that necessitates review by consultant(s) shall reimburse the city for all reasonable costs incurred in the use of the consultant(s) within thirty (30) days of being provided a copy of a professional fee invoice, or as otherwise agreed by the City Manager. The professional

consultant(s)'s fees are assessed in addition to all other fees required by other law, rule, or regulation of the city code.

- (d) An application or submission to the city may be deemed incomplete, and review by the city terminated or suspended, if any professional fees and costs related to the consultant(s)'s work remain outstanding and owed to the city.

RECOMMENDATION:

ACM Job recommends approval of Resolution No. R-2021-20 of the City Council of the City of Bastrop, Texas, approving a Professional Service Agreement between the City of Bastrop and ASAS, LLC for professional services related to the ASAS Project Development Agreement negotiations, as attached in Exhibit A; authorizing the City Manager to execute necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution R-2021-20
- Exhibit A: Professional Service Agreement – ASAS Bastrop
- Location Map



RESOLUTION NO. R-2021-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A PROFESSIONAL SERVICE AGREEMENT BETWEEN THE CITY OF BASTROP AND ASAS, LLC FOR PROFESSIONAL SERVICES RELATED TO THE ASAS PROJECT DEVELOPMENT AGREEMENT NEGOTIATIONS, AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop has a budget policy that requires cost of service for the review and approval of development applications be covered by the applicant through fees; and

WHEREAS, the Bastrop Code of Ordinances, Chapter 1, Article 1.14 Professional and Consulting Fees requires the applicant to reimburse the city for costs incurred from the services of professional assistance from engineering, planning, legal, technical, or environmental consultants; and

WHEREAS, ASAS, LLC (the "Applicant") has submitted a Development Agreement for 551.9570 acres of the Steven F. Austin survey, A-2, requiring the review and approval of the City; and

WHEREAS, the Applicant has been provided with reviewed, and executed the agreement ("Exhibit A") requiring an initial payment of \$5,000, and if the funds are expended, additional payments of \$2,000 shall be made upon request of the City; and

WHEREAS, if funds are not provided, review of Project ASAS Development Agreement will be terminated or suspended.

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

Section 1. The City Manager is hereby authorized to execute a Professional Service Agreement for ASAS, LLC, as attached as Exhibit A, as well as all other necessary documents.

Section 2. All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop, Texas this
23rd day of March.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

PROFESSIONAL SERVICES AGREEMENT
Project ASAS

This Professional Services Agreement (this "Agreement") is entered into by, between, among and for the benefit of the City of Bastrop, Texas, a home rule city (the "City"), and ASAS, LLC, a Texas limited liability company (the "Developer").

WHEREAS, the Developer desires that the City enter into negotiations related to a new development of an area located within the City's jurisdiction (the "Project"); and

WHEREAS, the Developer desires that a public improvements necessary to provide water, wastewater, drainage and development amenities for the Property more particularly depicted in EXHIBIT A attached hereto (the "Property"); and

WHEREAS, the City and the Developer desire to negotiate a development agreement to provide for terms and conditions related to the Project (the "Development Agreement"); and

WHEREAS, the City and the Developer recognize and agree that the City will incur fees and associated expenses and costs for professional services for work to negotiate, develop, draft, and consider various concepts and documents in connection with its consideration of the Development Agreement, including but not limited to the following: appraisal, legal publications, notices, public hearing expenses, attorney's fees, assessment administrator fees and special consultant fees (collectively, the "Professional Services"); and

WHEREAS, the City and the Developer recognize and agree that the fees anticipated to be incurred by the City for Professional Services directly related to the Project cannot be recouped by the City through standard administrative or permit fees; and

WHEREAS, the City's engagement of professionals to perform the Professional Services and its participation in the undertakings described above are voluntary and of value to the Developer and the Developer desires to reimburse the City's fees and expenses related to the Professional Services.

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement, the City and the Developer agree as follows:

1. Recitals. The representations, covenants and recitations set forth in the foregoing recitals and in this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this paragraph.
2. Developer Payment.

- (a) Delivery. Developer shall deliver, or shall have delivered, to the City the sum of \$ 5,000.00 upon the effective date of this Agreement, for the Professional Services and the related Development Agreement expenses incurred by the City.
- (b) Invoices. Fees for all Professional Services to be covered by the Developer Payment shall be evidenced by monthly invoices that describe the work performed by date and time entries (copies of which invoices shall be provided to Developer at least 10 days before they are paid).
- (c) Segregation of Funds. The Developer Payment shall be deposited in a segregated account and not be commingled with any other City funds.
- (d) Replenishment of Funds. If the cost of Professional Services exceeds the Developer Payment, the City shall notify the Developer in writing and the Developer may elect to: (i) make one or more additional payment(s) of \$2,000.00 each within thirty (30) days of such written request and such additional payment will be deposited by the City and utilized in the same manner described above, or (ii) negotiate in good faith to amend this Agreement to provide for a reasonable amount of additional payment by Developer.
- (e) Non-contingent. The payment(s) made by the Developer under this Agreement are not contingent upon any outcome of the negotiations between the City and the Developer.
- (f) Non-inclusivity. The Developer Payment is in addition to, not instead of, standard, generally-applicable administrative or permit fees required by ordinance for City consideration and approval of development approvals. Nothing herein relieves the Developer from the obligation to remit payment of applicable administrative and permit fees for authorizations sought from the City.

3. Termination.

- (a) Means. This Agreement may be terminated by either party with or without cause upon delivering to the other party written notice of termination. Unless earlier terminated by Developer or the City, this Agreement shall automatically terminate when the City has an approved Development Agreement.
- (b) Stop Work. Upon termination of this Agreement for any reason, the City shall take all reasonable steps necessary to terminate the accrual of costs to the Developer.

- (c) Refund. Upon termination of this Agreement for any reason, any balance of the Developer Payment and any balance of any additional payment(s) made by Developer under this Agreement that exceed the City's fees, costs and expenses incurred as of termination shall be returned to Developer.

4. Relationship. Nothing in this Agreement creates a relationship between the Developer and the City's Professional Services providers. Furthermore, this Agreement does not grant the Developer access to any privileged or confidential data provided to the City by the City's Professional Services providers.

5. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding Professional Services.

6. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed given upon delivery by a nationally recognized private service (e.g., FedEx or UPS) to the following respective addresses of the parties:

To the City: City of Bastrop
Bastrop City Hall
1311 Chestnut Street
Bastrop, TX 78602

With a copy to: Alan Bojorquez
Bojorquez Law Firm, PC
11675 Jollyville Rd., Ste 300
Austin, TX 78759
Alan@TexasMunicipalLawyers.com

To the Developer: ASAS, LLC
Alton Butler
12224 Montague St.
Pacoima, CA 91331
altonbutler@line204.com

With a copy to: William Mclean
bmclean@mcleanhowardlaw.com

Signature Page to Follow

February 11, 2021

EXECUTED in multiple counterparts, each of which shall constitute an original, to be effective upon the date of execution by both parties.

CITY:

CITY OF BASTROP,
a Texas home rule City

By: _____
Name: Paul A. Hofmann
Its: City Manager

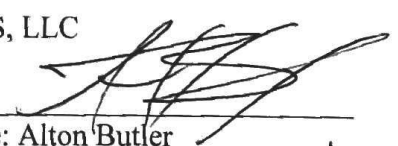
Date: _____

ATTEST:

By: _____
Ann Franklin, City Secretary

OWNER:

ASAS, LLC

By:  _____
Name: Alton Butler
Its: Managing Member

Date: 2/11/21

February 11, 2021

**EXHIBIT A
PROPERTY**



Internal Utility/Development Map

ETJ - Development Agreements



Basemap -
Bastrop_County_Road_Centerlines



Basemap - Parcels



Basemap - CityLimits_Bastrop



for internal use only

0.6mi



STAFF REPORT

MEETING DATE: March 23, 2021

AGENDA ITEM: 12C

TITLE:

Consider action to approve Resolution No. R-2021-27 of the City Council of the City of Bastrop, Texas, approving a contract with Archer Western Construction, LLC to provide Construction Manager at Risk services for a not to exceed amount of Three hundred seventy-eight thousand dollars and zero cents (\$378,000.00) as defined in exhibit A, authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Trey Job, Assistant City Manager for Community Development)

STAFF REPRESENTATIVE:

Trey Job, Assistant City Manager for Community Development

BACKGROUND/HISTORY:

On September 22, 2020, the City of Bastrop City Council received a presentation on the benefits of using the CMAR method of delivery for the Simsboro Aquifer Water Supply and Water Treatment Plant construction. Once the presentation was completed the City Council took action approving an amendment to the Freese & Nichols task order that increased the overall contract amount by \$60,000.00.

Upon approval of this task order amendment Freese & Nichols went straight to work with the city attorney to develop a contract and request for proposal for CMAR services. Knowing that time is of the essence, a team composed from key staff at Freese and Nichols, the City Engineer, Director of Public Works, City Manager and Assistant City Manager/Community Development began working on a schedule to review, score, and select a company to provide CMAR services. The hope was to award a contract at the March 23, 2021 City of Bastrop Regular City Council Meeting. The request for proposal was issued on December 10, 2020.

Seven applicants submitted statements of qualifications on January 14, 2021. The list of applicants is as follows:

- MGC Contractors
- Flintco Industrial
- CSA Construction, Inc.
- PLW Waterworks
- Garney Companies
- McCarthy Building Companies
- Archer Western Construction, LLC

A selection committee comprised of Tony Buonodono, City Engineer, Curtis Hancock, Director of Public Works, Paul A. Hofmann, City Manager and Trey Job, Assistant City Manager, scored the proposals with the weighted criteria as follows:

- General Information
- Experience, qualifications, and reputation of the firm
- Experience of key personnel to be assigned to this project.
- Understanding of the project and approach to performing the required services
- Documented quality of past services

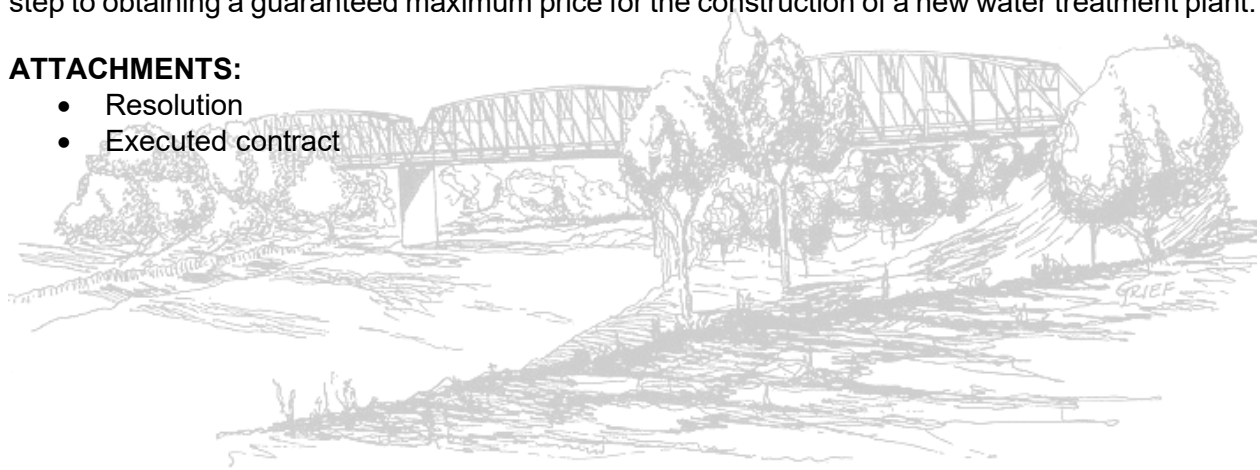
While all the firms provided good information, Archer Western's response was clearly differentiated from the other responses. This was easy to determine at a meeting the selection committee held a meeting on January 26, 2021. Once the team compiled the scores, we began negotiations with Archer Western. As a result of those negotiations the below recommendation is being made.

RECOMMENDATIONS:

Assistant City Manager Trey Job recommends approval of Resolution No. R-2021-27, resolving that CMAR provides the best value to the City of Bastrop and awarding a contract to Archer Western Construction in the amount of (\$378,000.00) for pre-construction services as the next step to obtaining a guaranteed maximum price for the construction of a new water treatment plant.

ATTACHMENTS:

- Resolution
- Executed contract



RESOLUTION NO. R-2021-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A CONTRACT WITH ARCHER WESTERN CONSTRUCTION, LLC TO PROVIDE CONSTRUCTION MANAGER AT RISK SERVICES FOR A NOT TO EXCEED AMOUNT OF THREE HUNDRED SEVENTY-EIGHT THOUSAND DOLLARS AND ZERO CENTS (\$378,000.00) AS DEFINED IN EXHIBIT A, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City of Bastrop, Texas City Council understands the Construction Manager at Risk (CMAR) method of delivery generally brings overall value and cost savings to construction projects; and

WHEREAS, The Archer Western Construction, LLC is an Owner advocate and manages the project with the Owner's best interest in mind at all times; and

WHEREAS, Constructability and value to the Owner are afforded by the Value Engineering expertise brought to the process by the CMAR; and

WHEREAS, The services provided by Archer Western, LLC are professional services like architectural, engineering, surveying etc. and the CMAR's purpose is not only to construct the project, but to manage the coordination and construction of the project. This management focus adds much value to the project; and

WHEREAS, The Simsboro Aquifer Water Supply and Water Treatment Plant construction is a complex project that will benefit these management services.

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

Section 1: The City of Bastrop City Council has determined that Archer Western Construction, LLC. to be subject matter experts in the at-risk delivery method to provide the best value to the City of Bastrop for the Simsboro Aquifer Water Supply and Water Treatment Plant project and agree to a not to exceed amount of Three hundred seventy-nine thousand Two hundred eighty-nine dollars and ten cents (\$379,289.10) for pre-construction services to Archer Western Construction, LLC.

Section 2: That this Resolution shall take effect immediately upon its passage, and it is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 23rd Day of March 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



CITY OF BASTROP, TEXAS

**SIMSBORO AQUIFER WATER TREATMENT PLANT,
WELL FIELD AND TRANSMISSION FACILITIES**

**CONSTRUCTION MANAGER AT RISK
DESIGN PHASE SERVICES**

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SIMSBORO AQUIFER WATER TREATMENT PLANT, WELL FIELD AND TRANSMISSION FACILITIES CONSTRUCTION MANAGER AT RISK DESIGN PHASE SERVICES

THIS CONTRACT, made and entered into this by and between City of Bastrop, Texas, hereinafter designated the "CITY" and - Archer Western Construction, LLC, hereinafter designated the "CONSTRUCTION MANAGER AT RISK" or "CM@Risk ."

RECITALS

- A. The City Manager of the City of Bastrop, Texas is authorized and empowered by provisions of the City Charter to execute contracts for professional services and construction services.
- B. The City intends to construct SIMSBORO AQUIFER WATER TREATMENT PLANT, WELL FIELD AND TRANSMISSION FACILITIES, as described in Exhibit A attached, hereinafter referred to as the "Project".
- C. To undertake the design of said Project the City has entered into a contract with FREESE AND NICHOLS, INC. hereinafter referred to as the "Design Professional."
- D. The CM@Risk has represented to the City the ability to provide design phase services and to construct the Project.
- E. Based on this representation, the City intends to enter into a contract with the CM@Risk for the design phase services identified in this contract. At the end of the design phase, at the City's discretion, the City may enter into a separate construction contract with the CM@Risk for construction phase services.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the City and the CM@Risk as follows:

ARTICLE 1 – TERMS AND DEFINITIONS

Addenda - Written or graphic instruments issued prior to the submittal of the GMP Proposal(s), which clarify, correct or change the GMP Proposal(s) requirements.

Agreement (Contract) – This written document signed by the City and CM@Risk covering the design phase of the Project, and including other documents itemized and referenced in or attached to and made part of this Contract.

Alternate Systems Evaluations – Alternatives for design, means and methods or other scope considerations that are evaluated using value engineering principles and have the potential to reduce construction costs while still delivering a quality and functional Project that meets City requirements.

Change Order (Amendment) - A written instrument issued after execution of the Contract Documents signed by the City and CM@Risk, stating their agreement upon all of the following: the addition, deletion or revision in the scope of services or Deliverables; the amount of the adjustment to the Contract Amount; the extent of the adjustment to the Contract Time; or modifications of other contract terms.

City (Owner) - The City of Bastrop, a municipal corporation, with whom CM@Risk has entered into this Contract and for whom the services is to be provided pursuant to said Contract. Regulatory activities handled by the City of Bastrop Development Services, Fire and Planning Departments or any other City department are not subject to the responsibilities of the City under this Agreement.

Construction Contract Time(s) - The number of days or the dates related to the construction phase that as stated in Construction Documents applies to achievement of Substantial Completion of the Work.

Construction Documents – The plans, specifications and drawings prepared by the Design Professional after correcting for permit review requirements.

Construction Fee – The CM@Risk's administrative costs, home office overhead, and profit, whether at the CM@Risk's principal or branch offices.

Construction Manager at Risk (CM@Risk) - The firm, corporation, or other approved legal entity with whom the City has entered into this Contract to provide services as detailed in this Contract.

Contingency, CM@Risk's - A fund to cover cost growth during the Project used at the discretion of the CM@Risk usually for costs that result from Project circumstances. The amount of the CM@Risk's Contingency will be negotiated as a separate line item in each GMP package. Use and management of the CM@Risk's Contingency is described in Section 2.6.

Contingency, Owner's – A fund to cover cost growth during the Project used at the discretion of the City usually for costs that result

from City directed changes or unforeseen site conditions. The amount of the Owner's Contingency will be set by the City and will be in addition to the project costs included in the CM@Risk's GMP packages. Use and management of the Owner's Contingency is described in Section 2.6.

Contract Amount - The cost for services for this Contract as identified in Article 4.

Contract Documents - means the following items and documents in descending order of precedence executed by the City and the CM@Risk: (i) all written modifications, amendments and Change Orders; (ii) this Agreement, including all exhibits and attachments; (iii) Construction Documents; (iv) GMP Plans and Specifications.

Contract Times - The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

Cost of the Work - The direct costs necessarily incurred by the CM@Risk in the proper performance of the Work. The Cost of the Work shall include direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, temporary facilities, building permit fees (if not paid for by City), materials testing, and related items. The Cost of the Work shall not include the CM@Risk's Construction Fee, General Conditions Cost, or taxes.

Critical Path Schedule - The sequence of activities from the start of the Work to the Substantial Completion of the Project. Any delay in the completion of these activities will extend the Substantial Completion date.

Day - Calendar day unless otherwise specifically noted in the Contract Documents.

Deliverables - The work products prepared by the CM@Risk in performing the scope of work described in this Contract. Some of the major deliverables to be prepared and provided by the CM@Risk during the design phase may include but are not limited to: Construction Management Plan, Project Schedule, Schedule of Values, alternative system evaluations, procurement strategies and plans, cost estimates, construction market surveys, cash flow projections, GMP Proposals, Subcontractor procurement plan, Statement of Proposed MBE/WBE Utilization, Subcontractor agreements, Subcontractor bid packages, Supplier agreements, and others as indicated in this Contract or required by the Project Team.

Design Professional - The qualified, licensed person, firm or corporation who furnishes design and/or construction administration services required for the Project.

Drawings (Plans) - Documents, which visually represent the scope, extent and character of the Work to be furnished and performed by the CM@Risk during the construction phase and which have been prepared or approved by the Design Professional and the City. Includes Drawings that have reached a sufficient stage of completion and released by the Design Professional solely for the purposes of review and/or use in performing constructability or biddability reviews and in preparing cost estimates (e.g. conceptual design Drawings, preliminary design Drawings, detailed design Drawings at 30%, 60%, 90% or 100% or schematic, design development, construction documents), but *"not for construction"*. Shop Drawings are not Drawings as so defined.

Float - The number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Substantial Completion date.

General Conditions Costs - Includes, but is not limited to the following types of costs for the CM@Risk during the construction phase: payroll costs for project manager or construction manager for Work conducted at the site; payroll costs for the superintendent and full-time general foremen; payroll costs for other management personnel resident and working on the site; workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.); administrative office personnel; costs of offices and temporary facilities including office materials, office supplies, office equipment, minor expenses; utilities, fuel, sanitary facilities and telephone services at the site; costs of liability insurance premiums not included in labor burdens for direct labor costs; costs of bond premiums; costs of consultants not in the direct employ of the CM@Risk or Subcontractors; and fees for licenses.

Guaranteed Maximum Price (GMP) - The sum of the maximum Cost of the Work including the CM@Risk's Construction Fee, General Conditions Costs, sales tax, and CM@Risk Contingency.

GMP Plans and Specifications - The three sets of plans and specifications provided pursuant to paragraph 2.6.5 upon which the Guaranteed Maximum Price Proposal is based.

Guaranteed Maximum Price (GMP) Proposal - The offer or proposal of the CM@Risk submitted on the prescribed form setting forth the GMP prices for the entire Work or portions of the Work to be performed during the construction phase. The GMP Proposal(s) are to be developed pursuant to Article 2 of this Contract.

Laws and Regulations; Laws or Regulations - Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

Notice to Proceed (NTP) - A written notice given by City to the CM@Risk fixing the date on which the CM@Risk will start to perform the CM@Risk's obligations under this Contract.

Payment Request - The form that is accepted by the City and used by the CM@Risk in requesting progress payments or final payment and which will include such supporting documentation as is required by the Contract Documents and or the City.

Project - The works to be completed in the execution of this Contract as described in the Recital above and Exhibit "A" attached.

Project Budget - The amount budgeted by the Owner for the Services and the Work.

Construction Management Plan – Formal documentation prepared and maintained by the CM@Risk describing the sequence and duration of the activities to accomplish the Work within the Contract Time.

Project Schedule - A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

Project Team – Design phase services team consisting of the Design Professional, CM@Risk, City's Project Manager, City's Client Department representatives and other stakeholders who are responsible for making decisions regarding the Project.

Schedule of Values (SOV) – Document specified in the construction phase Contract, which divides the Contract Price into pay items, such that the sum of all pay items equals the Contract Price for the construction phase Work, or for any portion of the Work having a separate specified Contract Price. The SOV may or may not be output from the Progress Schedule depending on if the Progress Schedule is cost-loaded or not.

Shop Drawings - All drawings, diagrams, schedules, and other data specifically prepared for the Work by the CM@Risk or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

Site – The land or premises on which the Project is located.

Specifications - The part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subconsultant - A person, firm or corporation having a contract with the CM@Risk to furnish services required as its independent professional associate or consultant with respect to the Project.

Subcontractor - An individual or firm having a direct contract with the CM@Risk or any other individual or firm having a contract with the aforesaid contractors at any tier, who undertakes to perform a part of the design phase services or construction phase Work at the site for which the CM@Risk is responsible. Subcontractors will be selected through the Subcontractor bid process described in paragraph 2.7 of this Contract.

Substantial Completion - When the Work, or an agreed upon portion of the Work, is sufficiently complete so that City can occupy and use the Project or a portion thereof for its intended purposes. This may include, but is not limited to: (i) approval by City Fire Marshall and local authorities (Certificate of Occupancy); (ii) Elevator Permit; (iii) all systems in place, functional, and displayed to the City or its representative; (iv) all materials and equipment installed; (v) all systems reviewed and accepted by the City; (vi) draft O&M manuals and record documents reviewed and accepted by the City; (vii) City operation and maintenance training complete; (viii) HVAC test and balance completed (Provide minimum 30 days prior to projected substantial completion); (ix) landscaping and site work; and (x) final cleaning. The conditions of Substantial Completion that do not apply to a specific GMP will be listed in the Notice to Proceed Letter pursuant to the Construction Phase contract.

Supplier - A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with CM@Risk or with any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by CM@Risk or any Subcontractor.

Work - The entire completed construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor, services and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

ARTICLE 2 – BASIC DESIGN PHASE SERVICES

2.1 GENERAL

- 2.1.1 The CM@Risk, to further the interests of the City, will perform the services required by, and in accordance with this Contract, to the satisfaction of the City's Designated Project Manager, exercising the degree of care, skill and judgment a professional construction manager performing similar services in Bastrop, Texas would exercise at such time, under similar conditions. The CM@Risk will, at all times, perform the required services consistent with sound and generally accepted construction management and construction contracting practice. The services being provided under this Contract will not alter any real property owned by the City.
- 2.1.2 Program Evaluation: As a participating member of the Project Team, the CM@Risk will provide to the City and Design Professional a written evaluation of the City's Project Program and Project Budget, each in terms of the other, with recommendations as to the appropriateness of each.
- 2.1.3 Project Meetings: The CM@Risk will attend Project Team meetings which may include, but are not limited to, regular Project management meetings, Project workshops, special Project meetings, construction document rolling reviews and partnering sessions.
- 2.1.4 The CM@Risk will provide design phase services described herein, in a proactive manner and consistent with the intent of the most current Drawings and Specifications. The CM@Risk will promptly notify the City in writing whenever the CM@Risk determines that any Drawings or Specifications are inappropriate for the Project and/or cause changes in the scope of Work requiring an adjustment in the cost estimate, Project Schedule, GMP Proposals and/or in the Contract Time for the Work, to the extent such are established.
- 2.1.5 The CM@Risk, when requested by the City, will attend, make presentations, and participate as may be appropriate in public agency and or community meetings, germane to the Project. The CM@Risk will provide drawings, schedule diagrams, budget charts and other materials describing the Project, when their use is required or apropos in any such public agency meetings.

2.2 CONSTRUCTION MANAGEMENT PLAN

- 2.2.1 The CM@Risk will prepare a Construction Management Plan (CMP), which may include the CM@Risk's professional opinions concerning: (a) Project milestone dates and the Project Schedule, including the broad sequencing of the design and construction of the Project, (b) investigations, if any, to be undertaken to ascertain subsurface conditions and physical conditions of existing surface and subsurface facilities and underground utilities, (c) alternate strategies for fast-tracking and/or phasing the construction, (d) the number of separate subagreements to be awarded to Subcontractors and Suppliers for the Project construction, (e) permitting strategy, (f) safety and training programs, (g) construction quality control, (h) a commissioning program, (i) the cost estimate and basis of the model, and (j) a matrix summarizing each Project Team member's responsibilities and roles.
- 2.2.2 The CM@Risk may add detail to its previous version of the CMP to keep it current throughout the design phase, so that the CMP is ready for implementation at the start of the construction phase. The update/revisions may take into account (a) revisions in Drawings and Specifications; (b) the results of any additional investigatory reports of subsurface conditions, drawings of physical conditions of existing surface and subsurface facilities and documents depicting underground utilities placement and physical condition, whether obtained by the City, Design Professional or the CM@Risk, (c) unresolved permitting issues, and significant issues, if any, pertaining to the acquisition of land and right of way, (d) the fast-tracking if any of the construction, or other chosen construction delivery methods, (e) the requisite number of separate bidding documents to be advertised, (f) the status of the procurement of long-lead time equipment (if any) and/or materials, and (g) funding issues identified by the City.

2.3 PROJECT SCHEDULE

- 2.3.1 The fundamental purpose of the "Project Schedule" is to identify, coordinate and record the tasks and activities to be performed by all of the Project Team members and then for the Project Team to utilize that Deliverable as a basis for managing and monitoring all member's compliance with the schedule requirements of the Project. Each Project Team member is responsible for its compliance with the Project Schedule requirements. The CM@Risk will, however, develop and maintain the "Project Schedule" on behalf of and to be used by the Project Team based on input from the other Project Team members. The Project Schedule will be consistent with the most recent revised/updated CMP. The Project Schedule will use the Critical Path Method (CPM) technique, unless required otherwise, in writing by the City. The CM@Risk will use scheduling software to develop the Project Schedule that is acceptable to the City. The Project Schedule shall be presented in graphical and tabular reports as agreed upon by the Project Team. If Project phasing as described below is required, the Project Schedule will indicate milestone dates for the phases once determined.
- 2.3.2. The Project Schedule shall include a Critical Path Method (CPM) diagram schedule that shall show the sequence of activities, the interdependence of each activity and indicate the Critical Path.

- 2.3.2.1 The CPM diagram schedule shall be in Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float times for all activities except critical activities. The CPM diagram shall be presented in a time scaled graphical format for the Project as a whole.
- 2.3.2.2 The CPM diagram schedule shall indicate all relationships between activities.
- 2.3.2.3 The activities making up the schedule shall be sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work.
- 2.3.2.4 The CPM diagram schedule shall be based upon activities, which would coincide with the schedule of values.
- 2.3.2.5 The CPM diagram schedule shall show all submittals associated with each work activity and the review time for each submittal.
- 2.3.2.6 The schedule shall show milestones, including milestones for Owner-furnished information, and shall include activities for Owner-furnished equipment and furniture when those activities are interrelated with the CM@Risk activities.
- 2.3.2.7 The schedule shall include a critical path activity that reflects anticipated rain delay during the performance of the contract. The duration shall reflect the average climatic range and usual industrial conditions prevailing in the locality of the site. Weather data shall be based on information provided by the National Weather Services or other approved source.
- 2.3.3 The Project Schedule shall consider the City's and the tenants' occupancy requirements showing portions of the Project having occupancy priority, and Contract Time.
- 2.3.4 Float time shall be as prescribed below:
 - 2.3.4.1 The total Float within the overall schedule, is not for the exclusive use of either the City or the CM@Risk, but is jointly owned by both and is a resource available to and shared by both parties as needed to meet contract milestones and the Project completion date.
 - 2.3.4.2 The CM@Risk shall not sequester shared Float through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. Since Float time within the schedule is jointly owned, no time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Substantial completion date.
 - 2.3.4.3 Since Float time within the schedule is jointly owned, it is acknowledged that City-caused delays on the Project may be offset by City-caused time savings (i.e., critical path submittals returned in less time than allowed by the contract, approval of substitution requests and credit changes which result in savings of time to the CM@Risk, etc.). In such an event, the CM@Risk shall not be entitled to receive a time extension or delay damages until all City-caused time savings are exceeded, and the Substantial Completion date is also exceeded.
- 2.3.5 The Project Schedule will be updated and maintained by the CM@Risk throughout the design phase such that it will not require major changes at the start of the construction phase to incorporate the CM@Risk's plan for the performance of the construction phase Work. The CM@Risk will provide updates and/or revisions to the Project Schedule for use by the Project Team, whenever required, but no less often than at the monthly Project Team meetings. The CM@Risk will include with such submittals a narrative describing its analysis of the progress achieved to-date vs. that planned, any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions.
- 2.3.6 Project Phasing: If phased construction is deemed appropriate and the City and Design Professional approve, the CM@Risk will review the design and make recommendations regarding the phased issuance of Construction Documents to facilitate phased construction of the Work, with the objective of reducing the Project Schedule and/or Cost of the Work. The CM@Risk will take into consideration such factors as natural and practical lines of work severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, labor and materials availability, and any other factors pertinent to saving time and cost.

2.4 DESIGN DOCUMENT REVIEWS

- 2.4.1 The CM@Risk will evaluate periodically the availability of labor, materials/equipment, building systems, cost-sensitive aspects of the design; and other factors that may impact the cost estimate, GMP Proposals and/or the Project Schedule.
- 2.4.2 The CM@Risk will recommend, in conjunction with the Project Team, those additional surface and subsurface investigations that, in its professional opinion, are required to provide the necessary information for the CM@Risk to construct the Project. Before initiating construction operations, the CM@Risk may request additional investigations in their GMP Proposal to improve the adequacy and completeness of the site condition information and data made available with the Construction Documents.
- 2.4.3 The CM@Risk will meet with the Project Team as required to review designs during their development. The CM@Risk will familiarize itself with the evolving documents through the various design phases. The CM@Risk will proactively advise the

Project Team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility and practicality of any proposed means and methods, selected materials, equipment and building systems, and, labor and material availability. The CM@Risk will furthermore maintain a project decision and trend log as design develops and advise the Project Team on proposed site improvements, excavation and foundation considerations, as well as concerns that exist with respect to coordination of the Drawings and Specifications. The CM@Risk will recommend cost effective alternatives.

- 2.4.4 The CM@Risk will routinely conduct constructability and biddability reviews of the Drawings and Specifications as necessary to satisfy the needs of the Project Team. The reviews will attempt to identify all discrepancies and inconsistencies in the Construction Documents especially those related to clarity, consistency, and coordination of Work of Subcontractors and Suppliers.
- 2.4.4.1 Constructability Reviews: The CM@Risk will evaluate whether (a) the Drawings and Specifications are configured to enable efficient construction, (b) design elements are standardized, (c) construction efficiency is properly considered in the Drawings and Specifications, (d) module/preassembly design are prepared to facilitate fabrication, transport and installation, (e) the design promotes accessibility of personnel, material and equipment and facilitates construction under adverse weather conditions, (f) sequences of Work required by or inferable from the Drawings and Specifications are practicable, and (g) the design has taken into consideration efficiency issues concerning access and entrance to the site, laydown, and storage of materials, staging of site facilities, construction parking, and other similar pertinent issues.
- 2.4.4.2 Biddability Reviews: The CM@Risk will check cross-references and complementary Drawings and sections within the Specifications, and in general evaluate whether (a) the Drawings and Specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies, (b) named materials and equipment are commercially available and are performing well or otherwise, in similar installations, (c) Specifications include alternatives in the event a requirement cannot be met in the field, and (d) in its professional opinion, the Project is likely to be subject to differing site conditions.
- 2.4.4.3 The results of the reviews will be provided to the City in formal, written reports clearly identifying all discovered discrepancies and inconsistencies in the Drawings and Specifications with notations and recommendations made on the Drawings, Specifications, and other documents. If requested by the City, the CM@Risk will meet with the City and Design Professional to discuss any findings and review reports.
- 2.4.4.4 The CM@Risk's reviews will be from a contractor's perspective, and though it will serve to reduce the number of Requests for Information (RFIs) and changes during the construction phase, responsibility for the Drawings and Specifications will remain with the Design Professional and not the CM@Risk.
- 2.4.5 Notification of Variance or Deficiency: It is the CM@Risk's responsibility to assist the Design Professional in ascertaining that, in the CM@Risk's professional opinion, the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. If the CM@Risk recognizes that portions of the Construction Documents are at variance with applicable laws, statutes, ordinances, building codes, rules and regulations, it will promptly notify the Design Professional and City in writing, describing the apparent variance or deficiency. However, the Design Professional is ultimately responsible for the compliance with those laws, statutes, ordinances, building codes, rules and regulations.
- 2.4.6 Alternate Systems Evaluations: The Project Team will routinely identify and evaluate using value engineering principles any alternate systems, approaches, design changes that have the potential to reduce Project costs while still delivering a quality and functional product. If the Project Team agrees, the CM@Risk in cooperation with the Design Professional will perform a cost/benefit analysis of the alternatives and submit such in writing to the Project Team. The Project Team will decide which alternatives will be incorporated into the Project. The Design Professional will have full responsibility for the incorporation of the alternatives into the Drawings and Specifications. The CM@Risk will include the cost of the alternatives into the cost estimate and any GMP Proposals.

2.5 COST ESTIMATES

- 2.5.1 Unless otherwise agreed by both parties, within 14 days after receipt of the documents for the various phases of design, the CM@Risk shall provide a complete and detailed cost estimate and a written review of the documents. The cost estimate should include all cost categories except Owner's Contingency included in the GMP Summary identified in Exhibit "C" attached. The Design Professional and CM@Risk shall reconcile any disagreements on the estimate to arrive at an agreed cost. If no consensus is reached, the City will make the final determination.
- 2.5.2 If any estimate submitted to the City exceeds previously accepted estimates or the City's Project budget, the CM@Risk shall make appropriate recommendations on methods and materials to the City and Design Professional that he believes will bring the project back into the Project budget.
- 2.5.3 In between these milestone estimates, the CM@Risk shall periodically provide a tracking report which identifies the upward or downward movements of costs due to design development, value engineering or scope changes. It shall be the responsibility of the CM@Risk to keep the City and Design Professional informed as to the major trend changes in costs relative to the City's budget.
- 2.5.4 If requested by the City, the CM@Risk shall prepare a preliminary "cash flow" projection based upon historical records of similar type projects to assist the City in the financing process.

2.6 GUARANTEED MAXIMUM PRICE (GMP) PROPOSALS

- 2.6.1.1 The proposed GMP for the entire Work (or portions thereof) will be presented in a format acceptable to the City (see Exhibit "C" attached). CM@Risk must verify with the City the current Exhibit C requirements and procedures when entering into these services.
- 2.6.1.2 The City may request a GMP Proposal for all or any portion of the Project and at any time during the design phase. Any GMP Proposals submitted by the CM@Risk will be based on and consistent with the current update/revised cost estimate at the time of the request, the associated estimates for construction costs and include any clarifications or assumptions upon which the GMP Proposal(s) are based.
- 2.6.2 Guaranteed Maximum Price is comprised of the following not-to-exceed cost reimbursable or lump sum amounts defined below.
 - 2.6.2.1 The Cost of the Work is actual costs and is a not-to-exceed, reimbursable amount.
 - 2.6.2.2 The General Conditions Costs are a firm fixed lump sum amount that will include bonds and insurance premiums based on the full contract price for construction.
 - 2.6.2.3 The Construction Fee is a firm fixed lump sum.
 - 2.6.2.4 CM@Risk's Contingency is an amount the CM@Risk may use under the following conditions: (1) at its discretion for increases in the Cost of the Work, or (2) with written approval of the City for increases in General Condition Costs. CM@Risk's Contingency is assumed to be a direct project cost so will receive all markups at the time of GMP submission.
 - 2.6.2.5 Taxes are deemed to include all sales, use, consumer, and other taxes which are legally enacted when negotiations of the GMP were concluded, whether or not yet effective or merely scheduled to go into effect. Taxes are actual costs and are a not-to-exceed reimbursable amount.
- 2.6.3 Owner's Contingency are funds to be used at the discretion of the Owner to cover any increases in Project costs that result from Owner directed changes or unforeseen site conditions. Owner's Contingency will be added to the GMP amount provided by the CM@Risk, the sum of which will be the full contract price for construction. Markups for Construction Fee and taxes will be applied by the CM@Risk at the time that Owner's Contingency is used.
- 2.6.4 GMPs are cumulative except for CM@Risk Contingency. The amount of CM@Risk Contingency for each GMP amendment will be negotiated separately and shall reflect the CM@Risk's risk from that point in the project forward.
- 2.6.5 The CM@Risk, in preparing any GMP Proposal, will obtain from the Design Professional, three sets of signed, sealed, and dated plans and specifications (including all addenda). The CM@Risk will prepare its GMP in accordance with the City's request for GMP Proposal requirements based on the most current completed plans and specifications at that time. The CM@Risk will mark the face of each document of each set upon which its proposed GMP is based. These documents will be identified as the GMP Plans and Specifications. The CM@Risk will send one set of those documents to the City's Project Manager, keep one set and return the third set to the Design Professional.
- 2.6.6 An updated/revised Project Schedule will be included with any GMP Proposal(s) that reflects the GMP Plans and Specifications. Any such Project Schedule updates/revisions will continue to comply with the requirements of paragraph 2.3.
- 2.6.7 GMP savings resulting from a lower actual project cost than anticipated by the CM@Risk remaining at the end of the project will revert to City.
 - 2.6.7.1 GMP Proposal(s) Review and Approval
 - 2.6.7.2 The CM@Risk will meet with the City and Design Professional to review the GMP Proposal(s) and the written statement of its basis. As part of the statement of basis, the CM@Risk shall identify and justify any costs that are significantly different than the latest cost estimate provided by the CM@Risk. In the event the City or Design Professional discovers inconsistencies or inaccuracies in the information presented, the CM@Risk will make adjustments as necessary to the GMP Proposal, its basis or both.
 - 2.6.7.3 The City upon receipt of any GMP proposal from the CM@Risk, may submit the GMP Plans and Specifications to an independent third party or to the Design Professional for review and verification. The third party or Design Professional will develop an independent estimate of the Cost of the Work and review the Project Schedule for the associated scope of the GMP Proposals.
 - 2.6.7.4 If the CM@Risk GMP Proposal is greater than the independent third party or Design Professional's estimate, the City may require the CM@Risk to reconfirm its GMP Proposal. The CM@Risk will accept the independent third party's or Design Professional's estimate for the Cost of Work as part of his GMP or present a report within seven days of a written request to the City identifying, explaining, and substantiating the differences. The CM@Risk may be requested to, or at its own

discretion, submit a revised GMP Proposal for consideration by the City. At that time, the City may do one of the following.

- (a) Accept the CM@Risk original or revised GMP Proposal, if within the City's budget, without comment.
- (b) Accept the CM@Risk original or revised GMP Proposal that exceeds the City's budget and indicate in writing to the CM@Risk that the Project Budget has been increased to fund the differences.
- (c) Reject the CM@Risk's original or revised GMP Proposal because it exceeds the City's budget, the independent third parties or Design Professional's estimate, in which event, the City may terminate this Contract and/or elect to not enter into a separate contract with the CM@Risk for the construction phase associated with the scope of Work reflected in the GMP Proposal.

2.6.7.5 If during the review and negotiation of GMP Proposals design changes are required, the City will authorize and cause the Design Professional to revise the Construction Documents to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the final approved GMP Proposal. Such revised Construction Documents will be furnished to the CM@Risk. The CM@Risk will promptly notify the Design Professional and City in writing if any such revised Construction Documents are inconsistent with the agreed-upon assumptions and clarifications.

2.7 MAJOR SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS

2.7.1 The selection of major Subcontractors and major Suppliers may occur prior to submission of a GMP Proposal. Major Subcontractors may be selected based on qualifications or a combination of qualifications and price. Subcontractors shall not be selected based on price alone. Except as noted below, the selection of major Subcontractors/Suppliers is the responsibility of the CM@Risk. In any case, the CM@Risk is solely responsible for the performance of the selected Subcontractors/Suppliers.

2.7.1.1 The CM@Risk will prepare a Subcontractor/Supplier selection plan and submit the plan to the City for approval. This subcontractor selection plan shall identify those subcontractor trades anticipated to be pre-qualified by qualifications and competitive bid in accordance with Section 2.7.2 and subcontractor trades will not be pre-qualified through a formalized qualifications-based selection process (competitively bid only). The subcontractor selection plan must be consistent with the selection requirements included in this Contract.

2.7.2 Selection by qualifications and competitive bid - The CM@Risk shall apply the subcontractor selection plan in the evaluation of the qualifications of a Subcontractor(s) or Supplier(s) and provide the City with its process to prequalify prospective subcontractors and suppliers. All Work for major subconsultants and major suppliers shall then be competitively bid to the prequalified subcontractors. Competitive bids may occur prior to or after the GMP Proposal(s).

2.7.2.1 The CM@Risk will develop Subcontractor and Supplier interest, submit the names of a minimum of three qualified Subcontractors or Suppliers for each trade in the Project for approval by the City and solicit bids for the various Work categories. If there are not three qualified Subcontractors/Suppliers available for a specific trade or there are extenuating circumstances warranting such, the CM@Risk may request approval by the City to submit less than three names. Without prior written notice to the City, no change in the recommended Subcontractors/Suppliers will be allowed.

2.7.2.2 If the City objects to any nominated Subcontractor/Supplier or to any recommended self-performed Work bidding opportunities for good reason, the CM@Risk will nominate a substitute Subcontractor/Supplier that is acceptable to the City.

2.7.2.3 The CM@Risk will distribute Drawings and Specifications, and when appropriate, conduct a prebid conference with prospective Subcontractors and Suppliers.

2.7.2.4 If the CM@Risk desires to self-perform certain portions of the Work, it will request to be one of the approved Subcontractor bidders for those specific bid packages. The CM@Risk's bid will be evaluated in accordance with the process identified below. If events warrant and the City concurs that in order to ensure compliance with the Project Schedule and/or cost, the CM@Risk may self-perform Work without re-bidding the Work.

2.7.2.5 The CM@Risk shall request the pre-qualified subcontractors to provide a detailed bid for the services requested. The subcontractor bid, provided on the subcontractors' letterhead, shall contain sufficient information (i.e. unit costs/amounts) to allow an evaluation of the reasonableness of bid costs. The CM@Risk shall receive, open, record and evaluate the bids. The apparent low bidders will be interviewed to determine the responsiveness of their proposals. In evaluating the responsiveness of bid proposals the CM@Risk, in addition to bid price, may consider the following factors: past performance on similar projects, qualifications and experience of personnel assigned, quality management plan, approach or understanding of the Work to be performed, and performance schedule to complete the Work. The final evaluation of Subcontractor/Supplier bids will be done with the City Representative in attendance to observe and witness the process. The CM@Risk will resolve any Subcontractor/Supplier bid withdrawal, protest or disqualification in connection with the award at no increase in the Cost of the Work.

2.7.3 The CM@Risk will be required to prepare two different reports on the subcontracting process.

2.7.3.1 Within fifteen Days after each major Subcontractor/Supplier bid opening process, the CM@Risk will prepare a report for the City's

review and approval identifying the recommended Subcontractors/Supplier for each category of Work. The report will provide (a) the name of the recommended Subcontractor/Supplier and the amount of the Subcontractor/Supplier bid for each subagreement, (b) the sum of all recommended Subcontractor/Supplier bids received, (c) a copy of the bids received from each subcontractor, and (d) trade work and its cost that the CM@Risk intends to self-perform, if any.

- 2.7.3.2 Upon completion of the Subcontractor/Supplier bidding process, the CM@Risk shall submit a summary report to the City of the entire Subcontractor/Supplier selection process. The report will indicate, by bid process, all Subcontractors/Suppliers contacted to determine interest, the Subcontractors/Suppliers solicited, the bids received, and costs negotiated, and the recommended Subcontractors/Suppliers for each category of Work.
- 2.7.4 The approved Subcontractors/Suppliers will provide a Schedule of Values that reflects their final accepted bid proposal, which will be used to create the overall Project Schedule of Values.
- 2.7.5 If after receipt of sub-bids or after award of Subcontractors and Suppliers, the City objects to any nominated Subcontractor/Supplier or to any self-performed Work for good reason, the CM@Risk will nominate a substitute Subcontractor or Supplier, preferably if such option is still available, from those who submitted Subcontractor bids for the Work affected. Once such substitute Subcontractors and Suppliers are consented to by the City, the CM@Risk's proposed GMP for the Work or portion thereof will be correspondingly adjusted to reflect any higher or lower costs from any such substitution.
- 2.7.6 Promptly after receipt of the Notice of Intent to Award, the City will conduct a pre-award conference with the CM@Risk and other Project Team members. At the pre-award conference, the CM@Risk will (a) review the nominated slate of Subcontractors and Suppliers and discuss any concerns with or objections that the City has to any nominated Subcontractor or Supplier; (b) discuss City concerns relating to any proposed self-performed Work; (c) review the CM@Risk's proposed Contract Price for the Work during the construction phase; (d) discuss the conditions, if any, under which the City will agree to leave any portion of the remaining CM@Risk Contingency within the Contract Price for the construction phase Work; (e) resolve possible time frames for the Date of Commencement of the Contract time for the construction phase Work; (f) schedule the pre-construction conference; and (g) discuss other matters of importance.

ARTICLE 3 – PERIOD OF SERVICES

- 3.1 The design phase services described in this Contract will be performed by CM@Risk in accordance with the most current update/revised Project Schedule. Failure on the part of the CM@Risk to adhere to the Project Schedule requirements for activities for which it is responsible will be sufficient grounds for termination of this Contract by the City.
- 3.1.1 Upon failure to adhere to the approved schedule, City may provide written notice to CM@Risk that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within three days of CM@Risk's receipt of such notice.
- 3.2 If the date of performance of any obligation or the last day of any time period provided for herein should fall on a Saturday, Sunday, or holiday for the City, then said obligation will be due and owing, and said time period will expire, on the first day thereafter which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth herein, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Bastrop time) on the day of performance.

ARTICLE 4 – CONTRACT AMOUNT AND PAYMENTS

4.1 CONTRACT AMOUNT

- 4.1.1 Based on the design phase services fee proposal submitted by the CM@Risk and accepted by the City (which by reference is made a part of this Contract); the City will pay the CM@Risk a fee not to exceed **three hundred seventy eight thousand and 00/100 dollars (\$378,000.00)**, as follows:

For the basic services described in Article 2, the CM@Risk shall receive a fee not to exceed:	<u>\$ 350,000.00</u>
Additional services and allowances, as described in subsection 4.3:	<u>\$ 28,000.00</u>
Total Contract Amount, not to exceed,	<u>\$ 378,000.00</u>

4.2 PAYMENTS

- 4.2.1 Requests for monthly payments by the CM@Risk for design phase services will be submitted in a form acceptable to the City and will be accompanied by a progress report, detailed invoices and receipts, if applicable. Any requests for payment will include, as a minimum, a narrative description of the tasks accomplished during the billing period, a listing of any Deliverables submitted, and copies of any Subconsultants' requests for payment, plus similar narrative and listings of Deliverables

associated with their Work. Payment for services negotiated as a lump sum shall be made in accordance with the percentage of work completed during the preceding month. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on that service during the preceding month.

- 4.2.2 The fees for the CM@Risk and any Subconsultants will be based upon the hourly rate schedule included as Exhibit B, attached.
- 4.2.3 The CM@Risk will pay all sums due Subconsultants for services and reimbursable expenses within 14 calendar days after the CM@Risk has received payment for those services from the City. In no event will the City pay more than 90 percent of the Contract Amount until final acceptance of all design phase services, and award of the final approved GMP for the entire Project by City Council.
- 4.2.4 The CM@Risk agrees that no charges or claims for costs or damages of any type will be made by it for any delays or hindrances beyond the reasonable control of the City during the progress of any portion of the services specified in this Contract. Such delays or hindrances, if any, will be solely compensated for by an extension of time for such reasonable period as may be mutually agreed between the parties. It is understood and agreed, however, that permitting the CM@Risk to proceed to complete any services, in whole or in part after the date to which the time of completion may have been extended, will in no way act as a waiver on the part of the City of any of its legal rights herein.
- 4.2.5 If any service(s) executed by the CM@Risk is abandoned or suspended in whole or in part, for a period of more than 180 days through no fault of the CM@Risk, the CM@Risk is to be paid for the services performed prior to the abandonment or suspension.

4.3 ADDITIONAL DESIGN PHASE SERVICES

- 4.3.1 The following Additional Services may be required for the successful completion of this Project. Mark-ups are not authorized and only the reimbursables specifically identified below will be reimbursed as authorized herein:
 - 4.3.1.1 If not available within the CM@Risk's staff, and if authorized by the City, CM@Risk will secure services of a qualified individual or firm to provide Drawings and Specifications reviews as required. The scope and cost of these services shall be negotiated as the need is identified. The CM@Risk will forward invoices from the individual or firm to the City for payment of costs.
 - 4.3.1.2 If authorized by the City, the CM@Risk will secure the services of a qualified cost estimating individual or firm to provide cost estimating services required under this Contract. The scope and cost of these services shall be negotiated as the need is identified. The CM@Risk will forward copies of the invoices from the individual or firm to the City with the CM@Risk's payment request.
 - 4.3.1.3 If authorized by the City, the CM@Risk will provide services related to evaluations of and recommendations for long-lead time procurements in order to meet the Project Schedule requirements. The scope and cost of these services shall be negotiated as the need is identified and shall be based on the hourly rates agreed to under this contract.
 - 4.3.1.4 If authorized by the City, the CM@Risk shall provide special project services as requested by the City. The scope and cost of these services shall be negotiated as the need is identified and shall be based on the hourly rates agreed to under this contract. The cost for these special services shall not exceed \$ 28,000 without further approval of the City.
 - 4.3.1.5 When authorized by the City, the CM@Risk will be entitled to reimbursement at cost for direct expenses related to its performance of design phase services.

ARTICLE 5 - CITY'S RESPONSIBILITIES

- 5.1 The City, at no cost to the CM@Risk, will furnish the following information:
 - 5.1.1 One copy of data the City determines pertinent to the work. However, the CM@Risk will be responsible for searching the records and requesting information it deems reasonably required for the Project.
 - 5.1.2 All available data and information pertaining to relevant policies, standards, criteria, studies, etc.
 - 5.1.3 The name of the City employee or City's representative who will serve as the Project Manager during the term of this Contract. The Project Manager has the authority to administer this Contract and will monitor the CM@Risk's compliance with all terms and conditions stated herein. All requests for information from or decisions by the City on any aspect of the work or Deliverables will be directed to the Project Manager.
- 5.2 The City additionally will:
 - 5.2.1 Contract separately with one or more design professionals to provide architectural and/or engineering design services for the Project. The scope of services for the Design Professional will be provided to the CM@Risk for its information. The CM@Risk will have no right, to limit or restrict any changes of such services that are otherwise mutually acceptable to the

City and Design Professional.

- 5.2.2 Supply, without charge, all necessary copies of programs, reports, drawings, and specifications reasonably required by the CM@Risk except for those copies whose cost has been reimbursed by the City.
- 5.2.3 Provide the CM@Risk with adequate information in its possession or control regarding the City's requirements for the Project.
- 5.2.4 Give prompt written notice to the CM@Risk when the City becomes aware of any default or defect in the Project or non-conformance with the Drawings and Specifications, or any of the services required hereunder. Upon notice of failure to perform, the City may provide written notice to CM@Risk that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within three days of CM@Risk's receipt of such notice.
- 5.2.5 Notify the CM@Risk of changes affecting the budget allocations or schedule.
- 5.3 The City's Project Manager will have authority to approve the Project Budget and Project Schedule, and render decisions and furnish information the Project Manager deems appropriate to the CM@Risk.

ARTICLE 6 – CONTRACT CONDITIONS

6.1 PROJECT DOCUMENTS AND COPYRIGHTS

- 6.1.1 City Ownership of Project Documents: All work products (electronically or manually generated) including but not limited to: cost estimates, studies, design analyses, Computer Aided Drafting and Design (CADD) digital files, and other related documents which are prepared specifically in the performance of this Contract (collectively referred to as Project Documents) are to be and remain the property of the City and are to be delivered to the Project Manager before the final payment is made to the CM@Risk. Nonetheless, in the event these Projects Documents are altered, modified or adapted without the written consent of the CM@Risk, which consent the CM@Risk will not unreasonably withhold, the City agrees to hold the CM@Risk harmless to the extent permitted by law, from the legal liability arising out of and or resulting from the City's alteration, modification or adaptation of the Project Documents.
- 6.1.2 CM@Risk to Retain Copyrights: The copyrights, patents, trade secrets or other intellectual property rights associated with the ideas, concepts, techniques, inventions, processes or works of authorship developed or created by the CM@Risk, its Subconsultants or personnel, during the course of performing this Contract or arising out of the Project will belong to the CM@Risk but will remain available for use by the City for this Project under the terms of this Contract.
- 6.1.3 License to City for Reasonable Use: The CM@Risk hereby grants, and will require its Subconsultants to grant, a license to the City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Project Documents, works or Deliverables developed or created for the Project and this Contract. This license will also include the making of derivative works. In the event that the derivative works require the City to alter or modify the Project Documents, then paragraph 6.1.1 applies.
- 6.1.4 Documents to Bear Seal: When applicable and required by state law, the CM@Risk and its Subconsultants will endorse by a Texas professional seal all plans, works, and Deliverables prepared by them for this Contract.

6.2 COMPLETENESS AND ACCURACY OF CM@RISK'S WORK

- 6.2.1 The CM@Risk will be responsible for the completeness and accuracy of its reviews, reports, supporting data, and other design phase Deliverables prepared or compiled pursuant to its obligations under this Contract and will at its sole own expense correct its work or Deliverables. Any damage incurred by the City as a result of additional construction cost caused by such willful or negligent errors, omissions or acts shall be chargeable to the CM@Risk to the extent that such willful or negligent errors, omissions and acts fall below the standard of care and skill that a professional CM@Risk in Bastrop, Texas would exercise under similar conditions. The fact that the City has accepted or approved the CM@Risk's work or Deliverables will in no way relieve the CM@Risk of any of its responsibilities under the Contract, nor does this requirement to correct the work or Deliverable constitute a waiver of any claims or damages otherwise available by law or Contract to the City. Correction of errors, omissions and acts discovered on architectural or engineering plans and specifications shall be the responsibility of the Design Professional.

6.3 ALTERATION IN CHARACTER OF WORK

- 6.3.1 In the event an alteration or modification in the character of work or Deliverable results in a substantial change in this Contract, thereby materially increasing or decreasing the scope of services, cost of performance, or Project Schedule, the work or Deliverable will nonetheless be performed as directed by the City. However, before any altered or modified work begins, a Change Order or Amendment will be approved and executed by the City and the CM@Risk. Such Change Order or Amendment will not be effective until approved by the City.
- 6.3.2 Additions to, modifications, or deletions from the Project provided herein may be made, and the compensation to be paid to the CM@Risk may accordingly be adjusted by mutual agreement of the contracting parties.
- 6.3.3 No claim for extra work done or materials furnished by the CM@Risk will be allowed by the City except as provided herein,

nor will the CM@Risk do any work or furnish any material(s) not covered by this Contract unless such work or material is first authorized in writing. Work or material(s) furnished by the CM@Risk without such prior written authorization will be the CM@Risk's sole jeopardy, cost, and expense, and the CM@Risk hereby agrees that without prior written authorization no claim for compensation for such work or materials furnished will be made.

6.4 DATA CONFIDENTIALITY

- 6.4.1 As used in the Contract, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by or obtained by the CM@Risk in the performance of this Contract.
- 6.4.2 The parties agree that all data, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the CM@Risk in connection with the CM@Risk's performance of this Contract is confidential and proprietary information belonging to the City to the extent allowed by Texas law.
- 6.4.3 The CM@Risk will not divulge data to any third party without prior written consent of the City. The CM@Risk will not use the data for any purposes except to perform the services required under this Contract. These prohibitions will not apply to the following data:
 - 6.4.3.1 Data which was known to the CM@Risk prior to its performance under this Contract unless such data was acquired in connection with work performed for the City.
 - 6.4.3.2 Data which was acquired by the CM@Risk in its performance under this Contract and which was disclosed to the CM@Risk by a third party, who to the best of the CM@Risk's knowledge and belief, had the legal right to make such disclosure and the CM@Risk is not otherwise required to hold such data in confidence; or
 - 6.4.3.3 Data, which is required to be disclosed by the CM@Risk by virtue of law, regulation, or court, including but not limited to the Texas Public Information Act, Texas Government Code Chapter 552.
- 6.4.4 In the event the CM@Risk is required or requested to disclose data to a third party, or any other information to which the CM@Risk became privy as a result of any other contract with the City, the CM@Risk will first notify the City as set forth in this Article of the request or demand for the data. The CM@Risk will timely give the City sufficient facts, such that the City can have a meaningful opportunity to either first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure.
- 6.4.5 The CM@Risk, unless prohibited by law, within ten calendar days after completion of services for a third party on real or personal property owned or leased by the City, will promptly deliver, as set forth in this section, a copy of all data to the City. All data will continue to be subject to the confidentiality agreements of this Contract.
- 6.4.6 The CM@Risk assumes all liability for maintaining the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this section are violated by the CM@Risk, its employees, agents or Subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this section will be deemed to cause irreparable harm that justifies injunctive relief in court.

6.5 PROJECT STAFFING

- 6.5.1 Prior to the start of any work or Deliverable under this Contract, the CM@Risk will submit to the City, an organization chart for the CM@Risk staff and Subconsultants and detailed resumes of key personnel listed in its response to the City's Request for Qualifications or subsequent fee proposals (or revisions thereto), that will be involved in performing the services prescribed in the Contract. Unless, otherwise informed, the City hereby acknowledges its acceptance of such personnel to perform such services under this Contract. In the event the CM@Risk desires to change such key personnel from performing such services under this Contract, the CM@Risk will submit the qualifications of the proposed substituted personnel to the City for prior approval. Key personnel will include, but are not limited to, principal-in-charge, project manager, superintendent, project director or those persons specifically identified to perform services of cost estimating, scheduling, value engineering, and procurement planning.
- 6.5.2 The CM@Risk will maintain an adequate number of competent and qualified persons, as determined by the City, to ensure acceptable and timely completion of the scope of services described in this Contract throughout the period of those services. If the City objects, with reasonable cause, to any of the CM@Risk's staff, the CM@Risk will take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel acceptable to the City.

6.6 INDEPENDENT CONTRACTOR

- 6.6.1 The CM@Risk is and will be an independent contractor and whatever measure of control the City exercises over the work or Deliverable pursuant to the Contract will be as to the results of the work only. No provision in this Contract will give or be construed to give the City the right to direct the CM@Risk as to the details of accomplishing the work or Deliverable. These results will comply with all applicable laws and ordinances.

6.7 SUBCONSULTANTS

- 6.7.1 Prior to beginning the work or Deliverable, the CM@Risk will furnish the City for approval, the names of all Subconsultants to be used on this Project. Subsequent changes are subject to the approval of the City.

6.8 TERMINATION

- 6.8.1 The City and the CM@Risk hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any or all services provided for in this Contract, or abandon any portion of the Project for which services have been performed by the CM@Risk.
- 6.8.2 In the event the City abandons any or all of the services or any part of the services as herein provided, the City will so notify the CM@Risk in writing, and the CM@Risk will immediately after receiving such notice is to discontinue advancing the Work specified under this Contract and mitigate the expenditure, if any, of costs resulting from such abandonment or termination.
- 6.8.3 The CM@Risk, upon such termination or abandonment, will promptly deliver to the City all reports, estimates and other work or Deliverable entirely or partially completed, together with all unused materials supplied by the City.
- 6.8.4 The CM@Risk will appraise the work completed and submit an appraisal to the City for evaluation. The City will have the right to inspect the CM@Risk's work or Deliverable to appraise the work completed.
- 6.8.5 The CM@Risk will receive compensation in full for services satisfactorily performed to the date of such termination and the reasonable costs and expenses attributable to such termination. The fee will be paid in accordance with Article 4 of this Contract and will be an amount mutually agreed upon by the CM@Risk and the City. If there is no mutual agreement, the final determination will be made in accordance with paragraph 6.9, "Disputes". However, in no event will the fee exceed that set forth in Article 4 or as amended in accordance with paragraph 6.3, "Alteration in Character of Work". The City will make the final payment within sixty Days after the CM@Risk has delivered the last of the partially or otherwise completed work items and the final fee has been agreed upon.

6.9 DISPUTES

- 6.9.1 In any unresolved dispute arising out of an interpretation of this Contract or the duties required therein, the final determination at the administrative level will be made by the Assistant City Manager.

6.10 WITHHOLDING PAYMENT

- 6.10.1 The City reserves the right to withhold funds from the City's progress payments up to the amount equal to the claims the City may have against the CM@Risk, until such time that a settlement on those claims has been reached.

6.11 RECORDS/AUDIT

- 6.11.1 Records of the CM@Risk's direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the City and CM@Risk will be kept on a generally recognized accounting basis and shall be available for up to three years following final completion of the Project. The City, its authorized representative, and/or the appropriate federal agency, reserve the right to audit the CM@Risk's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate this Contract and any Change Orders. The City reserves the right to decrease Contract Amount and/or payments made on this Contract if, upon audit of the CM@Risk's records, the audit discloses the CM@Risk has provided false, misleading, or inaccurate cost and pricing data.
- 6.11.2 The CM@Risk will include a provision similar to paragraph 6.11.1 in all of its agreements with Subconsultants, Subcontractors, and Suppliers providing services under this Contract to ensure the City, its authorized representative, and/or the appropriate federal agency, has access to the Subconsultants', Subcontractors', and Suppliers' records to verify the accuracy of cost and pricing data. The City reserves the right to decrease Contract Amount and/or payments made on this Contract if the above provision is not included in Subconsultant, Subcontractor, and Supplier contracts, and one or more of those parties do not allow the City to audit their records to verify the accuracy and appropriateness of pricing data.

6.12 INDEMNIFICATION

- 6.12.1 The CM@Risk agrees to defend, indemnify and hold harmless the City of Bastrop, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the Project, their officers, agents and employees, hereinafter individually and collectively referred to as "indemnitee", from all suits and claims, including attorney's fees and cost of litigation, actions, losses, damage, expenses, costs or claims of any character or any nature arising out of the Work or Deliverable done in fulfilling the terms of this Contract, or on account of any act, claim or amount arising out of or recovered under Workers' Compensation Law, or arising out of the failure of the CM@Risk to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the CM@Risk will be responsible for primary loss investigation, defense, and judgment costs where this Contract of indemnity applies. In consideration of the award of this contract, the CM@Risk agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by the CM@Risk for the City.

6.13 NOTICES

- 6.13.1 Unless otherwise provided, any notice, request, instruction, or other document to be given under this Agreement by any party to any other party shall be in writing and shall be delivered in person or by courier or facsimile transmission or mailed by certified mail, postage prepaid, return receipt requested and shall be deemed given upon (a) confirmation of receipt of a facsimile transmission, (b) confirmed delivery by hand or standard overnight mail, or (c) upon the expiration of three (3) business days after the day mailed by certified mail, as follows:

To City:	Trey Job, Assistant City Manager P.O. Box 427 1311 Chestnut Street Bastrop, TX 78602
To CM@Risk	Mark Tepera, Program Manager Archer Western Construction, LLC 1411 Greenway Drive Irving, TX 75306
Copy to: Design Professional (if applicable)	Kendall King, Project Principal Freese and Nichols, Inc. 10431 Morado Circle Austin, TX 78759

Or to other such place and with such other copies as either Party may designate as to itself by written notice to the other Party. Rejection, any refusal to accept, or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal, or inability to deliver.

6.14 EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

- 6.14.1 The CM@Risk will comply with the provisions of this Contract, pertaining to discrimination and accepting applications or hiring employees. The CM@Risk will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age, or disability nor otherwise commit an unfair employment practice. The CM@Risk will take affirmative action to ensure that applicants are employed, and employees are dealt with during employment, without regard to their race, color, religion, gender or national origin, age or disability. Such action will include but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship as well as all other labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Contract. The CM@Risk further agrees that this clause will be incorporated in all Subcontracts, and Subconsultants and Suppliers contracts associated with the Project and entered into by the CM@Risk.

6.15 COMPLIANCE WITH FEDERAL LAWS

- 6.15.1 The CM@Risk understands and acknowledges the applicability of the Americans With Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. The CM@Risk agrees to comply with these and all laws in performing this Contract and to permit the City to verify such compliance.

6.16 CONFLICT OF INTEREST

- 6.16.1 To evaluate and avoid potential conflicts of interest, the CM@Risk will provide written notice to the City, as set forth in this section, of any work or services performed by the CM@Risk for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice will be given seven business days prior to commencement of the Project by the CM@Risk for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure will be sent to:

City of Bastrop
Attn: Trey Job, Assistant City Manager
1311 Chestnut Street
P.O. Box 427
Bastrop, TX 78602

- 6.16.2 Actions considered to be averse to the City under this Contract include but are not limited to:

- (a) Using data as defined in the Contract, acquired in connection with this Contract to assist a third party in pursuing administrative or judicial action against the City.
- (b) Testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; and
- (c) Using data to produce income for the CM@Risk or its employees independently of performing the services under this

Contract, without the prior written consent of the City.

6.16.3 The CM@Risk represents that except for those persons, entities and projects previously identified in writing to the City, the services to be performed by the CM@Risk under this Contract are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the interests of the City.

6.16.4 The CM@Risk's failure to provide a written notice and disclosure of the information as set forth in this section will constitute a material breach of this Contract.

6.17 CONTRACTOR'S LICENSE

6.17.1 Prior to award of the Contract, the CM@Risk must provide to the City's Project Manager, its Contractor's License Classification and number and its Federal Tax I.D. number.

6.18 SUCCESSORS AND ASSIGNS

6.18.1 The City and the CM@Risk will each bind itself, and their partners, successors, assigns, and legal representatives to the other party to this Contract and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Contract. Neither the City nor the CM@Risk will assign, sublet, or transfer its interest in this Contract without the written consent of the other. In no event will any contractual relation be created or be construed to be created as between any third party and the City.

6.19 FORCE MAJEURE

6.19 If either party is delayed or prevented from the performance of any service, in whole or part, required under this Contract by reason of acts of God or other cause beyond the control and without fault of that party (financial inability excepted), performance of that act will be excused, but only for the period of the delay. The time for performance of the act will be extended for a period equivalent to the period of delay.

6.20 COVENANT AGAINST CONTINGENT FEES

6.20.1 The CM@Risk warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the City Council, or any employee of the City of Bastrop has any interest, financially, or otherwise, in the firm. The City of Bastrop will in the event of the breach or violation of this warranty, have the right to annul this Contract without liability, or at its discretion to deduct from the Contract Amount or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

6.21 NON-WAIVER PROVISION

6.21.1 The failure of either party to enforce any of the provisions of this Contract or to require performance by the other party of any of the provisions hereof will not be construed to be a waiver of such provisions, nor will it affect the validity of this Contract or any part thereof, or the right of either party to thereafter enforce each and every provision.

6.22 JURISDICTION

6.22.1 This Contract will be deemed to be made under and will be construed in accordance with and governed by the laws of the State of Texas, without regard to the conflicts or choice of law provisions thereof. An action to enforce any provision of this Contract or to obtain any remedy with respect hereto will be brought in Bastrop County, Texas, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.

6.23 SURVIVAL

6.23.1 All warranties, representations and indemnifications by the CM@Risk will survive the completion or termination of this Contract.

6.24 MODIFICATION

6.24.1 No supplement, modification, or amendment of any term of this Contract will be deemed binding or effective unless in writing and signed by the parties hereto and in conformation with provisions of this Contract, except as expressly provided herein to the contrary.

6.25 SEVERABILITY

6.25.1 If any provision of this Contract or the application thereof to any person or circumstance will be invalid, illegal or unenforceable to any extent, the remainder of this Contract and the application thereof will not be affected and will be enforceable to the fullest extent permitted by law.

6.26 INTEGRATION

6.26.1 This Contract contains the full agreement of the parties hereto. Any prior or contemporaneous written or oral agreement

between the parties regarding the subject matter hereof is merged and superseded hereby.

6.27 TIME IS OF THE ESSENCE

6.27.1 Time of each of the terms, covenants, and conditions of this Contract is hereby expressly made of the essence.

6.28 THIRD PARTY BENEFICIARY

6.28.1 This Contract will not be construed to give any rights or benefits in the Contract to anyone other than the City and the CM@Risk. All duties and responsibilities undertaken pursuant to this Contract will be for the sole and exclusive benefit of the City and the CM@Risk and not for the benefit of any other party.

6.29 COOPERATION AND FURTHER DOCUMENTATION

6.29.1 The CM@Risk agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Contract.

6.30 CONFLICT IN LANGUAGE

6.30.1 All work or Deliverables performed will conform to all applicable City of Bastrop codes, ordinances and requirements as outlined in this Contract. If there is a conflict in interpretation between provisions in this Contract and any Exhibits, the provisions in this Contract will prevail.

6.31 CITY'S RIGHT OF CANCELLATION

6.31.1 All parties hereto acknowledge that this Contract is subject to cancellation by the City of Bastrop pursuant to the provisions of Tex. Loc. Gov't Code Ch. 252, Tex. Gov't Code Chapter 2269, and the general laws of the State of Texas.

6.32 CONFIDENTIALITY OF PLANS & SPECIFICATIONS

6.32.1 Any plans or specifications received by the CM@Risk regarding this project are for official use only. The CM@Risk may not share them with others except as required to fulfill contract obligations with the City of Bastrop.

6.32.2 Any plans the CM@Risk generates must include the following statement in the Title Block on every page: "These plans are for Official use only and may not be shared with others except as required to fulfill the obligations of CM@Risk's contract with the City of Bastrop. This document must be kept secure at all times."

ARTICLE 7 – INSURANCE REQUIREMENTS

The CM@Risk and subconsultants shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CM@Risk, its agents, representatives, employees, or subconsultants.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The City in no way warrants that the minimum limits contained herein are sufficient to protect the CM@Risk from liabilities that might arise out of the performance of the work under this Contract by the CM@Risk, his agents, representative, employees, or subconsultants. CM@Risk is free to purchase such additional insurance as may be determined necessary.

7.1 MINIMUM SCOPE AND LIMITS OF INSURANCE

7.1.1 CM@Risk will provide coverage at least as broad and with limits of liability not less than those stated below.

7.1.1.1 Commercial General Liability-Occurrence Form

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

(a) The policy shall be endorsed to include the following additional insured language: "The City of Bastrop shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CM@Risk".

7.1.1.2 Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1,000,000

- (a) The policy shall be endorsed to include the following additional insured language: "The City of Bastrop shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CM@Risk", including automobiles owned, leased or hired or borrowed by the CM@Risk".

7.1.1.3 Workers Compensation and Employers Liability

Workers Compensation
Employers Liability

Statutory

Each Accident

\$ 100,000

Disease – Each Employee

\$ 100,000

Disease – Policy Limit

\$ 500,000

- (a) Policy shall contain waiver of subrogation against the City of Bastrop.

7.2 ADDITIONAL INSURANCE REQUIREMENTS

7.2.1 The policies shall include, or be endorsed to include the following provisions

7.2.2 On insurance policies where the City of Bastrop is named as additional insured, the City of Bastrop shall be an additional insured to the full limits of liability purchased by the CM@Risk even if those limits of liability are in excess of those required by this Contract.

7.2.3 The CM@Risk's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

7.2.4 Coverage provided by the CM@Risk shall not be limited to the liability assumed under the indemnification provisions of this Contract.

7.3 SUBCONSULTANT INSURANCE

7.3.1 CM@Risk's certificate(s) shall include all subcontractors as additional insureds under its policies or subconsultants shall maintain separate insurance as determined by the CM@Risk, however, subconsultants limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate.

7.4 NOTICE OF CANCELLATION

7.4.1 Each insurance policy required by the insurance provisions of this Contract will provide the required coverage and not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the City. Such notice shall be sent by certified mail, return receipt requested and sent directly to the City's named Project Manager at:

City of Bastrop
Attn: Trey Job, Assistant City Manager
1311 Chestnut Street
P.O. Box 427
Bastrop, TX 78602

7.5 ACCEPTABILITY OF INSURERS

7.5.1 Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Texas, and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the above required minimum insurer rating is sufficient to protect the CM@Risk from potential insurer insolvency.

7.6 VERIFICATION OF COVERAGE

7.6.1 The CM@Risk will furnish the City, Certificates of Insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

7.6.2 All certificates and endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to the earlier of commencement of work under this Contract

and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

- 7.6.3 All certificates required by this Contract will be sent directly to the City's Project Manager for this Project. The City project/contract number and project description shall be noted on the certificates of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract, at any time.

7.7 APPROVAL

- 7.7.1 Any modification or variation from the insurance requirements in this Contract must be approved by the Law Department, whose decision will be final. Such action will not require a formal contract amendment but may be made by administrative action.

This Contract will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on _____, 2021.

CITY OF BASTROP, TEXAS

BY: _____

Printed Name

Title

ATTEST:

City Clerk

APPROVED AS TO FORM: _____

City Attorney

Archer Western Construction, LLC

BY:  _____

Daniel P. Walsh

Printed Name

President

Title

EXHIBIT A – PROJECT DESCRIPTION

Following is a brief description of the Project for which the design phase service services specified in this Contract are to be performed:

1. Site Kick-Off Meeting
2. 30% Design Development
 - i. Cost Model
 - ii. Schedule
 - iii. Constructability, Value Engineering, Biddability Review
 - iv. Bid Package Development
 - v. Construction Management Plan
 - vi. 30% Cost Model / Schedule workshop with TEAM
3. 60% Design Development
 - i. Cost Model
 - ii. Schedule
 - iii. Constructability, Value Engineering, Biddability Review
 - iv. Bid Package Development
 - v. Construction Management Plan Update
 - vi. 60% Cost Model / Schedule workshop with TEAM
4. 90% Design Development
 - i. Cost Model
 - ii. Schedule
 - iii. Constructability, Value Engineering, Biddability Review
 - iv. Procurement Strategy & Plans
 - v. Bid Package Development
 - vi. Construction Market Survey / Outreach
 - vii. Subcontractor/Supplier Procurement Plans
 - viii. Bid Package Pre-Proposal Meetings
 - ix. Construction Management Plan Update
 - x. 90% Cost Model / Schedule workshop with TEAM
5. 100% Design & GMP Development
 - i. Cost Model/GMP Development
 - ii. Schedule
 - iii. Constructability, Value Engineering, Biddability Review
 - iv. Procurement Strategy & Plans
 - v. Construction Market Survey / Outreach
 - vi. Subcontractor/Supplier Procurement Plans
 - vii. Construction Management Plan Update
 - viii. Schedule of Values
 - ix. 100% Cost Model / Schedule workshop with TEAM
6. Community Enrichment / Notices
7. Bid Package Evaluations with TEAM
8. Subcontractor / Supplier Agreements
9. Bi-weekly progress updates – TEAMS meetings

EXHIBIT B - HOURLY RATE SCHEDULE

The schedule of hourly labor rates for employees of the CM@Risk and its Subconsultants follow and are based on the approved proposal submitted to the City on March 1, 2021.

LIST OF CLASSIFICATIONS:

<u>Classification</u>	<u>Direct Labor Rate</u>	<u>Total Labor Rate</u>
Business Group Leader	\$0/hr	\$0/hr
Program Manager	\$0/hr	\$0/hr
Project Manager	\$71.30/hr	\$178.25/hr
Preconstruction Manager	\$47.40/hr	\$118.50/hr
Superintendent	\$58.85/hr	\$147.13/hr
Chief Estimator	\$93.22/hr	\$233.05/hr
Estimator(s)	\$52.30/hr	\$130.75/hr
Quality / Safety Mgrs	\$54.42/hr	\$136.05/hr
APM(s)	\$46.59/hr	\$116.48/hr
Administrative Assistant	\$25.00/hr	\$62.50/hr
Electrical Subcontractor	\$100.00/hr	\$100.00/hr

EXHIBIT C - SUBMITTAL REQUIREMENTS FOR THE GMP

GMP submittal, one copy for review.

One printed, signed original copy and a digital copy in searchable PDF format will be requested by the City of Bastrop prior to contract execution.

Table of Contents:

1. Scope of Work
 2. Summary of the GMP
 3. Schedule of Values – summary spreadsheet and backup documents
 4. List of Plans and Specifications used for GMP Proposal
 5. List of clarification and assumptions
 6. Project Schedule
1. Scope of work will consist of a brief description of the work to be performed by CM@Risk and major points that the CM@Risk and the City must be aware of pertaining to the scope. (normally one paragraph is sufficient.)
 2. A summary of the GMP with a total for each of the components of the GMP as listed in its definition in Article 1 as shown in the table below:

The general conditions fee includes bond and insurance cost. All costs should be listed individually for future use.

PROJECT #:

DATE:

PROJECT NAME:

GMP Summary					AMOUNT	
A.	Cost of the Work (Labor, Materials, Equipment, Warranty)				\$	
B.	CM@Risk's Contingency				\$	
INDIRECT COSTS					RATE	
C.	Construction Fee				%	\$
D.	General Conditions				%	\$
	D1	Payment and Performance Bond	\$		%	
	D2	Insurance	\$		%	
E.	Sales Taxes				%	\$
			F. TOTAL GMP			\$
			G. Owner's Contingency			\$
H. Contract Amount						\$

Formulas:

Total GMP: $A+B+C+D+E = F$

Rates (Percentages) are calculated by dividing each amount by F, such as B/F , D/F , and $D1/F$

(Do not acquire bond or insurance until notified by the City of Bastrop Project Manager.)

3. Schedule of Values - spread sheet with the estimated bid or cost organized by subcontract categories, allowances, bid contingency, general conditions costs, taxes, bonds, insurances, and the CM@Risk's construction phase fee. The supporting document for the spreadsheet must be provided in an organized manner that correlates with the schedule of values. The backup information shall consist of the request for bids, bids received, and clarification assumptions used for the particular bid item listed on the schedule of values, if applicable.
4. A list of the Plans and Specifications with latest issuance date including all addenda used in preparation of the GMP proposal. The plans used for the GMP must be date stamped and signed by CM@Risk, Design Consultant, and Project Manager using the format below.

Plans Used For Preparation of GMP No.	
CM@Risk	Date
Design Consultant	Date
Project Manager	Date

5. A list of the clarifications and assumptions made by the CM@Risk in the preparation of the GMP proposal, to supplement the information contained in the documents.
6. A Critical Path Method (CPM) diagram construction schedule.

NOTE: The submittal package must be kept as simple as possible all on 8 ½ x 11 sheets. Color or shading must be kept to a minimum. If used, make sure the color or shading will not affect the reproduction of the submittal in black and white.

Final GMP submittal will consist of the following:

1. One printed copy of the GMP and one digital copy in searchable PDF format.
2. One copy of the plans and technical specifications used to arrive at the GMP (signed by Design Professional, CM@Risk and City's Project Manager).

For questions regarding the submittal requirements, please contact City of Bastrop Project Manager.



STAFF REPORT

MEETING DATE: March 23, 2021

AGENDA ITEM: 12D

TITLE:

Consider action to approve Resolution No. R-2021-32 of the City Council of the City of Bastrop, Texas to award an Engineering Service contract to TRC Engineering, Inc. to provide engineering services for the City's 2021-2022 Texas Community Development Block Grant (TxCDBG) application and project-related engineering services if funded: authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The city was notified of a grant funding opportunity through Texas Department of Agriculture (TDA) for TxCDBG funds. Part of the application process is procuring engineering services through a bid process. The city has complied with this procurement process and is recommending a contract with TRC Engineering, Inc. for these services.

The engineer will assist the city in the project selection, completion of the application and project management if funded.

The project that is being considered is water/wastewater lines, drainage, and street repair in Farm Street from Pecan Street to Main Street. This is a phase 2 to the Farm Street project.

FISCAL IMPACT

The funding for the project will be part of the FY 21/22 budget discussion.

RECOMMENDATION:

Tracy Waldron, recommends approval of Resolution No. R-2021-32 of the City Council of the City of Bastrop, Texas to award an Engineering Service contract to TRC Engineering, Inc. to provide engineering services for the City's 2021-2022 Texas Community Development Block Grant (TxCDBG) application and project-related engineering services if funded: authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution

RESOLUTION NO. R-2021-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS TO AWARD AN ENGINEERING SERVICE CONTRACT TO TRC ENGINEERING, INC. TO PROVIDE ENGINEERING SERVICES FOR THE CITY'S 2021-2022 TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT (TXCDBG) APPLICATION AND PROJECT-RELATED ENGINEERING SERVICES IF FUNDED; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, certain conditions exist which represent a threat to public health and safety;
and

WHEREAS, it is necessary and in the best interests of the City of Bastrop to apply for funding under the Texas Community Development Block Grant Program;

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Qualifications (RFQ) process for engineering services has been completed in accordance with Texas CDBG requirements; and

WHEREAS, the proposals received by the due date have been reviewed to determine that most qualified and responsive providers for engineering services.

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 an agreement for Engineering Services with TRC Engineering, Inc. to provide application and project-related engineering services for the 2021-2022 Texas Community Development Block Grant Community Development Fund project.

Section 2: That the city's application be placed in competition for funding under the Texas Community Development Block Grant Program.

Section 3: That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.

Section 4: All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 5: That this Resolution shall take effect immediately upon its passage, and it is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 23rd day of March 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: March 23, 2021

AGENDA ITEM: 12E

TITLE:

Consider action to approve Resolution No. R-2021-30 of the City Council of the City of Bastrop, Texas awarding a contract for the City of Bastrop Streets, Pavement and Preventative Maintenance Project to F.N. Ploch Construction Company, Inc. in the amount of Four Hundred Eight Thousand Six Hundred Eighty-Four Dollars and Forty-Five Cents (\$408,684.45); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Curtis Hancock, Director of Public Works
Alan Munger, Walker Partners

BACKGROUND/HISTORY:

Please See Attached Memo for Background and History and list of Streets on the Street Maintenance Project.

POLICY EXPLANATION:

The City is required to maintain its infrastructure for all utilities and is given authority to do so in the Local Government Code.

FUNDING SOURCE:

Street Improvement Fund

RECOMMENDATION:

Consider action to approve Resolution No. R-2021-30 of the City Council of the City of Bastrop, Texas awarding a contract for the City of Bastrop Streets, Pavement and Preventative Maintenance Project to F.N. Ploch Construction Company, Inc. in the amount of Four Hundred Eight Thousand Six Hundred Eighty-Four Dollars and Forty Five Cents (\$408,684.45) as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution
- Memorandum
- List of Streets on Maintenance Project
- Walker Partners Recommendation Letter & Proposal Tabulation
- PowerPoint

TO: Honorable Mayor and Members of the City Council
From: Curtis Hancock, Director of Public Works and Utilities
Date: March 23, 2021
Subject: City of Bastrop Year 3 – Street Maintenance Project

=====

Update

The City of Bastrop is in Year 3 of the Street Maintenance Project.

The proven method to stabilize road condition and minimize additional deterioration is to “Keep the good streets good.” Therefore, the Street Maintenance Project will focus on streets in excellent, good, and fair condition to minimize the need for road rehabilitation and reconstruction.

In December of 2017, the City of Bastrop conducted a Pavement Condition Survey of its existing street network. A Pavement Condition Index (PCI) was developed based on the findings of that study. The study results were presented to City Council in April 2018. Staff then used that information to develop various types of pavement maintenance needed and the costs associated with each type of treatment, overlay, seal coat, crack sealing, and spot reconstruction.

On Tuesday, February 23, 2021 at 2:00 pm six proposals were received and read aloud for the City of Bastrop Year Three Street Maintenance Project. With bids ranging from Four Hundred Eight Thousand Six Hundred Eighty-Four Dollars and Forty-Five Cents (\$408,684.45) to Seven Hundred Fifty-Four Thousand Three Hundred One Dollars and Sixty-One Cents (\$754,301.61). Proposed schedule for the project is April 1st through June 31st, 2021.

Walker Partners 2021 Preliminary engineer’s opinion of probable cost was Seven Hundred Thirty Thousand, Four Hundred and Thirteen Dollars and Forty-Five Cents (\$730,413.45).

The bid environment for this project was very competitive. This year we received bids from Contractors whom we invited last year, but they declined to submit (likely too busy at that time). The reason for increased competitiveness is two-fold. First, TxDOT has experienced decreased available funding due to depressed crude oil prices and have therefore reduced the number of available construction projects in the current fiscal year. Second, Contractors began to recognize that the work from City of Bastrop was not a “one shot deal” last year and they would like the chance to work with the City on an annual basis (as it is “close to home” for the bidders). Due to these reasons, the 6 Contractors “sharpened their pencils” and likely decreased their profit margins so as to keep their crews and equipment busy this summer. The Contractor selected for award worked with the City as a seal coat subcontractor in summer of 2020. He had less “unknowns” and felt less risk with his bid price and therefore submitted a bid that was nearly \$100,000 below the 2nd lowest bid. They are happy for the opportunity to work with the City of Bastrop again.

Not only were F.N. Ploch the highest-ranking bidder for street maintenance program, but they were also the overall lowest base bid received. By bidding the project this way, City Staff have the ability to be flexible in the type of surface treatments that are being used.

RESOLUTION NO. R-2021-30

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS
AWARDING A CONTRACT FOR THE CITY OF BASTROP STREETS,
PAVEMENT AND PREVENTATIVE MAINTENANCE PROJECT TO F.N. PLOCH
CONSTRUCTION COMPANY, INC. IN THE AMOUNT OF FOUR HUNDRED
EIGHT THOUSAND SIX HUNDRED EIGHTY-FOUR DOLLARS AND FORTY
FIVE CENTS (\$408,684.45); 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 importance of public safety provided by performing construction management infrastructure improvements; and

WHEREAS, the City of Bastrop City Council understands providing maintenance on current City Infrastructure should be cost effective; and

WHEREAS, the City of Bastrop understands the importance of focusing on infrastructure improvements in the area of street maintenance; and

WHEREAS, the City of Bastrop has chosen Walker Partners from a list of qualified consulting firms identified by the City of Bastrop City Council; and

WHEREAS, Walker Partners has conducted a Request for Proposals for the City of Bastrop Streets, Pavement and Preventative Maintenance project; and

WHEREAS, On Tuesday, February 23, 2021 at 2:00 pm, six proposals were received and read aloud for the City of Bastrop Year Three Street Maintenance Project. With bids ranging from Four Hundred Eight Thousand Six Hundred Eighty-Four Dollars and Forty-Five Cents (\$408,684.45) to Seven Hundred Fifty-Four Thousand Three Hundred One Dollars and Sixty-One Cents (\$754,301.61).

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

Section 1. The City Council of the City of Bastrop, Texas has found Walker Partners to be a subject matter expert in the fields of water/wastewater, streets/drainage, and land survey and accepts Walker Partner's recommendation that Council allow the City Manager and Staff to enter into negotiations with the highest ranking offeror for the City of Bastrop Streets, Pavement and Preventative Maintenance Project.

Section 2. The City Manager is hereby authorized to draft and execute a contract with the highest-ranking offeror in an amount not to exceed \$408,684.45 as attached in Exhibit A, as well as all other necessary documents.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 23rd day of March, 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

PREVENTATIVE MAINTENANCE - SEAL COAT TREATMENT (AC-20 TR with TY PB GRADE 4 PRECOATED LIGHTWEIGHT ROCK)

ROAD NAME	FROM	TO	LENGTH (FT)	WIDTH (FT)	AREA (SY)
Map B1					
Hunters Crossing	SH 71	Hunters Point	2550	48	13600
Hunters Point	Bearhunter	SH 304	3880	42	18106.67
Sub Total Hunters Crossing 2021 S/D Streets					31706.67
Map B2					
Blair Avenue	End	Charles	2241	28	6972
Jessica Place	End	Hasler Shores	2107	38	8896.222
Sub Total Riverside Grove 2021 S/D SEAL COAT					15868.22
Map B2					
Cedar	Pecan	HS Driveway	489	28	1521.333
Cedar	HS Driveway	Hill	265	39	1148.333
Cedar	Hill	RR Tracks	759	28	2361.333
Cedar	RR	SH 95	1461	28	4545.333
Sub Total Townsite 2021 SEAL COAT					9576.333
Sub Total Grade 4 Aggregate SEAL COAT					57151.22

PREVENTATIVE MAINTENANCE - SEAL COAT TREATMENT (AC-20 TR with TY PL GRADE 5 PRECOATED LIGHTWEIGHT ROCK)

ROAD NAME	FROM	TO	LENGTH (FT)	WIDTH (FT)	AREA (SY)
Map B1					
Antelope Trail	Hunters Point	Outfitter	595	27	1785
Big Horn Pass	Bowstring	Remington	250	27	750
Bird Dog Bend	Grutsch	Browning	950	27	3826
Bowstring Bend	Wildcat	Remington	221	27	1573
Browning Trail	Bird Dog	Outfitter	228	27	684
Buckshot Court	End	Javelina	175	27	1025
Caliber Cove	End	Javelina	185	27	1055
Cordura	End	Outfitter	173	27	519
Grutsch Drive	Bird Dog	Outfitter	459	27	1377
Javelina Trail	Wolverine	Remington	861	27	3493
Outfitter	Grutsch	Trapper	2565	27	8671
Packhorse Drive	Bearhunter	End	1406	27	5111.54
Peccary	Hunters Point	Pheasant	187	36	748
Pheasant Trail	Remington	Trapper	1334	27	4490
Pony Pass	Packhorse	Wildcat	260	27	780
Pronghorn Pass	End	Outfitter	123	27	369
Remington Run	Javelina	Outfitter	760	27	2280
Trapper Trail	Pheasant	Outfitter	171	27	513
Trophy Court	End	Wolverine	159	27	977
Wildcat Drive	End	Bowstring	1516.5	27	5443.04
Wolverine Pass	Javelina	Hunters Point	329	27	987
Sub Total Hunters Crossing 2021 S/D Streets					46456.58
Map B2					
Annika Way	Patton	Nicole	1127	28	3506.222
Barbara Way	Schaeffer	Hasler Shores	695	28	2162.222
Belinda Court	End	End	252	28	1894
Bills Circle	End	Katy B	180	28	1053
Carole Cove	Schaeffer	End	217	28	1230.111
Caylor Cove	End	Katy B	180	28	1053
Elizabeth	Schaeffer	Hasler Shores	690	28	2146.667
Jennifer	Blair	Jessica	1049	28	3263.556
Jordon	End		240	28	1856.667
Katy B Lane	Blair	Jessica	1056	28	3778.333
Lori	End	End	273	28	1959.333
Marino Court	End	Katy B	180	28	1053
Patton	End	Blair	1052	28	3765.889
Rebecca	Schaeffer	Hasler Shores	695	28	2162.222
Sub Total Riverside Grove 2021 S/D Streets					30884.22
Sub Total Grade 5 Aggregate SEAL COAT					77340.8

March 4, 2021

City of Bastrop
1311 Chestnut Street
Bastrop, TX 78602

Attn: Mr. Curtis Hancock, Director of Public Works

Re: City of Bastrop Streets, Pavement and Preventative Maintenance
City of Bastrop Proposal No.: 21-001
Walker Partners Project No.: 4-01126.01

Dear Mr. Hancock:

On February 23, 2021, six proposals were received and read aloud for the City of Bastrop Streets, Pavement and Preventative Maintenance Project. The proposals were ranked on the following selection criteria and weighting as provided in the Instructions to Offerors:

1. Proposed Price (35%)
2. Experience and Past Performance of Offeror with Similar Projects (30%)
3. Experience/Qualification of Key Personnel (20%)
4. Ability to Meet Budget and Time for Construction (10%)
5. Other Factors (5%)

The highest ranked proposal representing the best value to the City was received from F.N. Ploch Construction Company, Inc. Their proposed price was also the lowest base bid received at \$408,684.45 (which includes \$50,000 of Contingency Cost) and a total 100 criteria points of a possible 100.

Walker Partners recommends that Council moves to select F.N. Ploch Construction Company, Inc. as the offeror that has submitted the proposal providing the best value for the City and that the Council further directs the City Manager to negotiate a contract with the selected offeror and discuss options for scope and/or time modification and any price changes associated with those modifications not to exceed an amount of \$408,684.45.

Please contact me if you have any questions or require additional information.

Sincerely,



R. Alan Munger, P.E.
Manager

RAM:ram

Attachment

Requirement		Level of Importance	Respondents					
No.	Description		FCO Construction	Clark Construction	CK Newberry	Fuquay	DJI	Ploch
1	Proposal Pricing							
	A. Proposal Price	35	20	26	27	28	21	35
	Subtotal Proposal Process and Pricing	35	20	26	27	28	21	35
2	Experience and References							
	A. Listing provided for all sub-contractors and statement of qualifications. Grade sub-contractors overall.	4	1	4	4	4	4	4
	B. Contractor Qualifications - Overall	7	3	7	5	7	7	7
	C. Area of geographical coverage of related project and service activities.	7	2	7	5	7	7	7
	D. References of Asphalt Maintenance and Preventative Projects.	7	2	7	4	7	7	7
	E. List of three (3) similar projects that include the complexity and magnitude of work to be completed in this project (within last 60 months).	5	2	5	2	5	5	5
	Subtotal Experience and References	30	10	30	20	30	30	30
3	Experience/Qualification of Key Personnel and Other Factors							
	A. Experience of persons assigned to project - grade according to statement	8	3	8	7	8	8	8
	B. Respondent's personnel have experience with Crack Seal, Flexible Pavement Repair, Seal Coat, Scrub Seal, Fog Seal, and Thin Overlay Hot Mix.	7	2	7	5	7	7	7
	C. Demonstrated Quality of Work on Completed Projects	5	5	5	5	5	5	5
	Subtotal Technical Support and Other Factors	20	10	20	17	20	20	20
4	Ability to Meet Budget and Time for Construction							
	A. Respondent has equipment and operators (or subcontractors) necessary for all phases of work.	4	1	4	4	4	4	4
	B. Schedule demonstrates ability to meet milestone dates	1	1	1	1	1	1	1
	C. Respondent has resource capacity to dedicate to project to meet schedule requirements.	5	3	5	4	5	5	5
	Subtotal Project Approach	10	5	10	9	10	10	10
5	Other/Financials							
	A. Financial Resources	3	3	3	3	3	3	3
	B. Any Financial Problems/Defaults	2	2	2	2	2	2	2
	Subtotal Technical Support and Other Factors	5	5	5	5	5	5	5
	TOTAL SCORE	100	50	91	78	93	86	100

CITY OF BASTROP
 2021 STREETS, PAVEMENT, AND PREVENTATIVE MAINTENANCE
 PROJECT NO.: 4-01126.01
 February 23, 2021, at 2:00 PM, City of Bastrop City Hall

Contractor	Add. 1	Offerors Bond	Proposal Amount
ECO Construction	✓	✓	\$ 754,301 ⁶¹
Clark Construction	✓	✓	\$ 556,460 ⁷⁵
CK Newberry	✓	✓	\$ 552,789 ³⁰
Fugway	✓	✓	\$ 502,532 ²³
DJI	✓	✓	\$ 730,644 ⁹⁵
FN Pbh	✓	✓	\$ 408,684 ⁴⁵

SECTION 00 21 14

STATEMENT OF QUALIFICATIONS

TABLE 1 - GENERAL INFORMATION				
A. COMPANY DATA				
Organization Doing Business:	FN Ploch Construction Company, Inc			
Business Address:	1785 Watson Lane East New Braunfels TX 78130			
Telephone Number:	(830) 609-2971			
Fax Number:	(830) 609-2225			
Form of Business:	Corporation ☒	Partnership	Individual	Joint Venture
IF A CORPORATION				
Date of Incorporation:	May 25, 1990			
State Incorporated:	Texas			
President's Name:	Fred A. Ploch			
Vice President's Name:	Gregory N. Ploch			
	Bryan Ploch			
IF A PARTNERSHIP				
Date of Organization:				
Type	General		Limited	
IF AN INDIVIDUAL				
Name:				
Business Address:				
IF A JOINT VENTURE				
Name of Manager:				
Name of Firm:				
Name of Individual Companies:				
B. BUSINESS INFORMATION				
Current Number of Full Time Employees:	35	Past Year's Revenues:	\$ 22,000,000.00	
Average Number of Projects Annually:	20	Average Construction Cost of Project:	Five million	
C. DIVISION OF WORK BETWEEN CONTRACTOR AND SUBCONTRACTORS				
1. List work that will be provided by Offeror (Prime Contractor) using its own resources.				
Seal coat traffic control				
2. List work that will be provided by Subcontractors on this project.				
Crack sealing				

TABLE 2 – CONSTRUCTION EXPERIENCE			
1. Years of experience:			
a. with Seal Coat Projects; 45 years			
b. with Joint and Crack Seal Repair Projects. 30 years			
As a General Contractor:	64 years	Number of Total Projects:	Hundreds
2. Number of Seal Coat projects completed in State of Texas in the past five (5) years?			20-25
3. Has this or a predecessor company ever defaulted on a project or failed to complete work award to it?			NO
4. Has this or a predecessor company ever been released from a bid or proposal in the past ten (10) years?			NO
5. Has this or a predecessor company ever been disqualified as a bidder or offeror on any project within the last five (5) years?			NO
6. Is offering company currently involved in any litigation or contemplating any litigation?			NO
7. Has this or a predecessor company ever refused to construct or refused to provide materials defined in Contract Documents on a project?			NO
8. Are there any liens currently filed against the offeror by either subcontractor or material suppliers on previous projects?			NO

TABLE 3 – PROPOSED KEY PERSONNEL	
PROJECT MANAGER	
Name of Project Manager	Fred A Ploch
Years of Experience as PM	45
Number of Similar Projects as PM with this company	Hundreds
Number of Similar Projects with other companies (PM)	0
Current Assignments	All contracted work
% of time dedicated to this project	100% when on job
Reference Project	
Project Name: Brazos Co Seal Coat	Reference Name: John Jones
Title: John Jones -	Organization: Brazos Co Road+ Bridge
Telephone Number: 979 255 7598	Email: JJones@BRAZOSCO.TX.GOV
PROJECT SUPERINTENDENT	
Name of Superintendent	Gregory N Ploch
Years of Experience as Superintendent	40
Number of Similar Projects as Super with this company	Hundreds
Number of Similar Project with other companies (Super)	0
Current Assignments	All contracted work
% of time dedicated to this project	100% when on job
Reference Project	
Project Name: Brazos Co Seal Coat	Reference Name: John Jones
Title:	Organization: Brazos Co Road+ Bridge
Telephone Number: 979 255-7598	Email: JJones@BRAZOSCO.TX.GOV
TABLE 4 – SIMILAR PROJECTS COMPLETED WITHIN LAST 5 YEARS	
REFERENCE PROJECT 1	

Project Description				
Seal coat city streets				
Owner	Project Name	Contract Amount	Date Completed	% Change Orders
City of Giddings		115,915.05	2019	6
Owner's Reference Information				
Name	Title	Organization	Telephone	E-Mail
City of Giddings		City	979-510-2710	
Engineer's Reference Information				
Name	Title	Company	Telephone	E-Mail
John Bradshaw	City Street Super	City of Giddings	979-540-2710	jbradshaw@giddings.net
REFERENCE PROJECT 2				
Project Description				
Seal Coat TXDOT ROADS				
Owner	Project Name	Contract Amount	Date Completed	% Change Orders
TXDOT	Comptell Co	8,847,136.89	2020	1%
Owner's Reference Information				
Name	Title	Organization	Telephone	E-Mail
TXDOT		TXDOT	254-865-7115	
Engineer's Reference Information				
Name	Title	Company	Telephone	E-Mail
Stephen Kosberg	Area Engineer	TXDOT	254-865-7115	stephen.kosberg@txdot.gov
REFERENCE PROJECT 3				
Project Description				
Seal Coat City Streets				
Owner	Project Name	Contract Amount	Date Completed	% Change Orders
Brazos County	Brazos Co Seal Coat	2,367,854.20	2020	
Owner's Reference Information				
Name	Title	Organization	Telephone	E-Mail
Brazos Co		Brazos County	979-361-4290	jjones@brazoscountytexas.gov
Engineer's Reference Information				
Name	Title	Company	Telephone	E-Mail
Jon Jones	Engineer	Brazos Co. Road + Bridge	979-361-4290	jjones@brazoscountytexas.gov

TABLE 5 – SUBCONTRACTORS AND SUPPLIERS**PROJECT SPECIFIC SUBCONTRACTORS (greater than 10% of work)**

Name	Work to be Provided	% of Contract

Provide a list of major equipment or material suppliers for use on project.

Supplier Name	Material or Equipment Supplied
Arcosa	Aggregate
Martin Asphalt	Oil

AFFIDAVIT

State

Texas

County of

Comal

Fred A. Ploch

(name)

President

(title)

, being duly sworn deposes and attests that he/she is

and is a duly authorized representative of the Offeror

submitting the foregoing Section 00 21 14 – Statement of Qualifications and related information, that he/she has read such documents, that he/she is authorized to submit such information on behalf of the Offeror, and that such documents are true and correct and contain no factual errors or material misrepresentations.

Fred A. Ploch

Signature

Signed and sworn to me before this

22

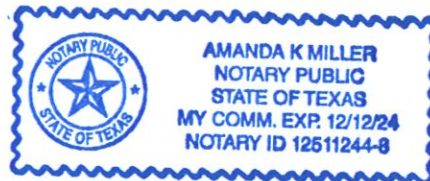
day of

February

, 2021.

Amanda K. Miller

Notary Public



My Commission expires:

12/12/2024

SECTION 00 41 00

PROPOSAL FORM

To: City of Bastrop
1311 Chestnut Street
Bastrop, TX 78602

Project: City of Bastrop – 2021 Streets, Pavement, and Preventative Maintenance

RFP No.: 21-002

Offerer: FN Ploch Construction Company, Inc
(Print or type full name of proprietorship, partnership, corporation, or joint venture)

1.0 OFFER

- A. Total Proposal Price: Undersigned Offerer proposes and agrees, if this Proposal is accepted, to enter into an Agreement with Owner on form included in Contract Documents to perform all Work as specified or indicated in Contract Documents for Contract Price indicated in this Proposal or as modified by written Amendment.
- B. Proposal Security: Included with the Proposal is a Proposal Security in amount of 5% of Total Proposal Price subject to terms described in Document 00 21 13 – Instructions to Offerers.
- C. Period for Proposal Acceptance: Offerer accepts all of terms and conditions of Request for Proposals and Instructions to Offerers, including without limitation those dealing with disposition of required Bonds. This offer shall remain open to acceptance and is irrevocable for 90 days from Proposal Date (opening). That period may be extended by mutual written agreement of Owner and Offerer.
- D. Liquidated Damages: Offerer accepts the provisions of Agreement as to liquidated damages in the event of its failure to complete Work in accordance with schedule as set forth in Agreement.
- E. Addenda: Offerer hereby acknowledges it has received, examined and carefully studied all Addenda and modifications to Proposal Documents have been considered and all related costs are included in Total Proposal Price.
- F. Proposal Supplements: The following documents shall be provided with proposal:
 - ☐ Offerer's Statement of Qualifications (SOQ).
 - ☐ Completed Certification of Proposal
 - ☐ Proposal Security
 - ☐ Non-Collusion Affidavit

2.0 CONTRACT TIME

- A. If offer is accepted, Contractor shall achieve Date of Substantial Completion and Date of Final Completion within Contract Times prescribed in Article 3 of Section 00 52 00 - Agreement Between Owner and Contractor, subject to adjustments of Contract Time as provided in Contract.

3.0 OFFERER REPRESENTATIONS

- A. Offerer is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and furnishing of Goods and Special Services.

- B. Offerer has visited Site and become familiar with and is satisfied as to general, local and Site conditions that may affect cost, progress, and performance of Work.
- C. Offerer has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to Site (except Underground Facilities) and (2) Hazardous Environmental Conditions identified in reports and drawings provided to Offerer or available for Offerer review. Offerer understands that neither Owner nor Engineer is responsible for the accuracy of these documents and that they are not part of Contract Documents.
- D. Offerer has obtained and carefully studied all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions including surface, subsurface and Underground Facilities at or contiguous to Site which may affect cost, progress, or performance of Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Offerer, including applying specific means, methods, techniques, sequences, and procedures of construction expressly required by Contract Documents to be employed by Offerer, and safety precautions and programs incident thereto and accepts all consequences for not doing so.
- E. Offerer does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Proposal for performance of Work at the Contract Price proposed, within Contract Times proposed and in accordance with terms and conditions of Contract Documents.
- F. Offerer is aware of general nature of work to be performed by Owner and others at Site that relates to Work as indicated in the Contract Documents.
- G. Offerer has correlated information known to Offerer, information and observations obtained from visits to Site, reports and drawings identified in Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with Contract Documents.
- H. Offerer has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Offerer has discovered in Contract Documents, and written resolution thereof by Owner or Engineer is acceptable to Offerer.
- I. Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of Work for which this Proposal is submitted.
- J. Laws to be Observed: In execution of Contract, Contractor must comply with all applicable Federal, State, and Local laws, including, but not limited to laws concerned with labor, safety, minimum wages, and environment. Contractor will make himself familiar with and shall at all times observe and comply with all Federal, State, and Local laws, ordinances and regulations which in any manner affect the conduct of the work, and shall indemnify and save harmless the Owner and its representatives against any claim arising from violation of any such law, ordinance or regulation by himself or by his subcontractor or by his employees.
- K. Review by Owner: Owner and authorized representatives and agents of owner shall at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract.
- L. Offerer will submit written evidence of its authority to do business in State of Texas.
- M. Offerer further represents that this Proposal is genuine and not made in interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Offerer has not directly or indirectly induced or solicited any other Offerer to submit a false or sham Proposal; Offerer has not solicited or induced any

individual or entity to refrain from making an offer; and Offerer has not sought by collusion to obtain for itself any advantage over any other Offerer or over Owner.

4.0 DEFINED TERMS:

A. Defined terms used in this Proposal, if any, shall be for purposes of this Proposal and shall not change any meanings indicated in General Conditions. Significance of terms with initial capital letters is defined in General Conditions.

5.0 TOTAL PROPOSAL PRICE HAS BEEN CALCULATED BY OFFERER, USING THE FOLLOWING COMPONENT PRICES AND PROCESS (PRINT OR TYPE NUMERICAL AMOUNTS):

**CITY OF BASTROP
2021 STREETS, PAVEMENT, AND PREVENTATIVE MAINTENANCE
PROPOSAL TABULATION**

Item	Specification	Description	Qty	Unit	Unit Price	Total Amount
1.00 GENERAL CONDITIONS						
1.01	WP-01 21 00	MOBILIZATION & PROJECT INCIDENTALS	1	LS	10,000.00	10,000.00
1.02	COA 802S-BC.I.P.	PROJECT SIGNS	4	EA	1000.00	4000.00
1.03	PN	TRAFFIC CONTROL PLAN - PROJECT NOTES	1	LS	1,000.00	1000.00
1.04	PN	TRAFFIC CONTROL PLAN - IMPLEMENTATION	1	LS	1,000.00	1,000.00
1.05	WP - 01 20 00	CONTINGENCY ALLOWANCE	1	LS	\$50,000.00	\$50,000.00
		SUBTOTAL GENERAL CONDITIONS				66,000.00
2.00 STREET MAINTENANCE						
MAINTENANCE TREATMENT						
2.01	TxDOT 712	JT / CRCK SEAL (RUBBER - ASPHALT)	8.59	L-MI	4000.00	34,360.00
PREVENTATIVE MAINTENANCE SURFACE TREATMENTS						
2.02	TxDOT 316	SEAL COAT TREATMENT (AC20-5TR W/ GR 4 PL PRECOATED LIGHTWEIGHT ROCK)(0.42 GAL/SY and 1 CY/110 SY)	57,152	SY	2.35	134,307.20
2.03	TxDOT 316	SEAL COAT TREATMENT (AC20-5TR W/ GR 5 PL PRECOATED LIGHTWEIGHT ROCK)(0.32 GAL/SY and 1 CY/135 SY)	77,341	SY	2.25	174,017.25
		SUBTOTAL STREET IMPROVEMENTS				342,684.45

TOTAL PROPOSAL AMOUNT

408,684.45

6.0 ADDENDA

Following Addenda have been received by Offerer. Modifications to Proposal Documents noted below have been considered and all costs are included in Proposal Price.

Addendum # 1 Dated Feb 12, 2021

Addendum # Dated

Addendum # Dated

Addendum # Dated

Addendum # Dated

Addendum # Dated

7.0 PROPOSAL FORM SIGNATURES*

This Proposal is submitted by:

F.N. Ploch Construction Company, Inc
(Offerer - print the full name of firm submitting Proposal)**

was hereunto affixed in the presence of:

Name and Title (printed or typed): Fred A. Ploch President

By: Fred A. Ploch
(Authorized signing officer signature)

(Seal)

Person with Offerer authorized to discuss contents of Proposal and Qualifications:

Fred A. Ploch

Phone Number: (830) 609-2971

* If Proposal is a joint venture, add additional Proposal Form signature sheets for each member of joint venture.

** Offerer certifies that only person or parties interested in this offer as principals are those named above. Offerer has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive Proposing.

Note: This document constitutes a government record, as defined by § 37.01 of Texas Penal Code. Submission of a false government record is punishable as provided in § 37.10 of Texas Penal Code.

END OF SECTION

SECTION 00 43 13

OFFERER'S BOND

THAT WE, F.N. Ploch Construction Co., Inc., as Principal, ("Offerer"), and the other subscriber hereto, Arch Insurance Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound to City of Bastrop, ("Owner") a political sub-division of the State of Texas, in the sum of Five Percent of the Greatest Amount Bid Dollars (\$ 5% GAB) an amount equal to five (5) percent of the Total Bid Price, including Cash Allowances and Alternates, if any, for payment of which sum, well and truly to be made to Owner and its successors, Offerer and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

CONDITIONS OF THIS OBLIGATION ARE SUCH THAT: WHEREAS, Offerer has submitted on or about this day a proposal offering to perform the following:

RFP No. 21-002 City of Bastrop – 2021 Streets, Pavement, and Preventative Maintenance in accordance with Drawings, Specifications, and terms and conditions related thereto to which reference is hereby made.

NOW, THEREFORE, if Offerer's offer as stated in Document 00 41 00 – Proposal Form is accepted by Owner, and Offerer executes and returns to Owner executed Section 00 52 00 – Agreement on forms provided in Proposal Documents, for Work and also executes and returns same number of Performance, Payment, and Maintenance Bonds (such bonds to be executed by a Corporate Surety authorized by State Board of Insurance to conduct insurance business in the State of Texas, and having an underwriting limitation in at least the amount of bond) and other submittals as required, in connection with Work, within allotted Contract Time, then this obligation shall become null and void; otherwise it is to remain in full force and effect.

If Offerer is unable to or fails to perform its obligations undertaken herein, the undersigned Offerer and Surety shall be liable to Owner for full amount of this obligation which is hereby acknowledged as amount of damages which will be suffered by Owner on account of failure of such Offerer to perform such obligations, the actual amount of such damages being difficult to ascertain. Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to respective other Party at address prescribed in Contract Documents, or at such other address as receiving Party may hereafter prescribe by written notice to sending Party.

IN WITNESS THEREOF, both Offerer and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation)

OFFERER

SURETY

F.N. Ploch Construction Co., Inc. (Seal)
Bidder's Name and Corporate Seal

Arch Insurance Company (Seal)
Surety's Name and Corporate Seal

By: Fred A Ploch President
Signature and Title

By: Sophinie Hunter
Signature and Title Sophinie Hunter, Attorney-In-Fact
(Attach Power of Attorney)

Attest: Anne K Hill witness
Signature and Title

Attest: Tina McEwan
Signature and Title Tina McEwan, Witness

END OF SECTION

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Don E. Cornell, Joshua Saunders, Kelly A. Westbrook, Ricardo J. Reyna, Robbi Morales, Sophie Hunter, Tina McEwan and Tonie Petranek of Dallas, TX (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 11, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 11, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 11, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 29th day of December, 2020

Attested and Certified

Regan A. Shulman

Regan A. Shulman, Secretary



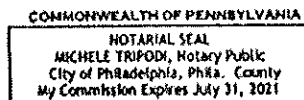
Arch Insurance Company

Stephen C. Ruschak

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi

Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated December 29, 2020 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 11th day of February, 2021.

Regan A. Shulman

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

IMPORTANT NOTICE TO ALL TEXAS POLICYHOLDERS

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Arch Insurance Group's toll-free telephone number for information or to make a complaint at:

1-866-413-5550

You may also write to Arch Insurance Group at:

**Arch Insurance Group
Harborside 3
210 Hudson Street, Suite 300
Jersey City, NJ 07311-1107**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

**P.O. Box 149091
Austin, TX 78714-9091
Fax: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov**

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the Arch Insurance Group first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Arch Insurance Group para informacion o para someter una queja al:

1-866-413-5550

Usted también puede escribir a Arch Insurance Group:

**Arch Insurance Group
Harborside 3
210 Hudson Street, Suite 300
Jersey City, NJ 07311-1107**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

**P.O. Box 149091
Austin, TX 78714-9091
Fax: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov**

DISPUTAS SOBRE PRIMAS O RECLAMOS:

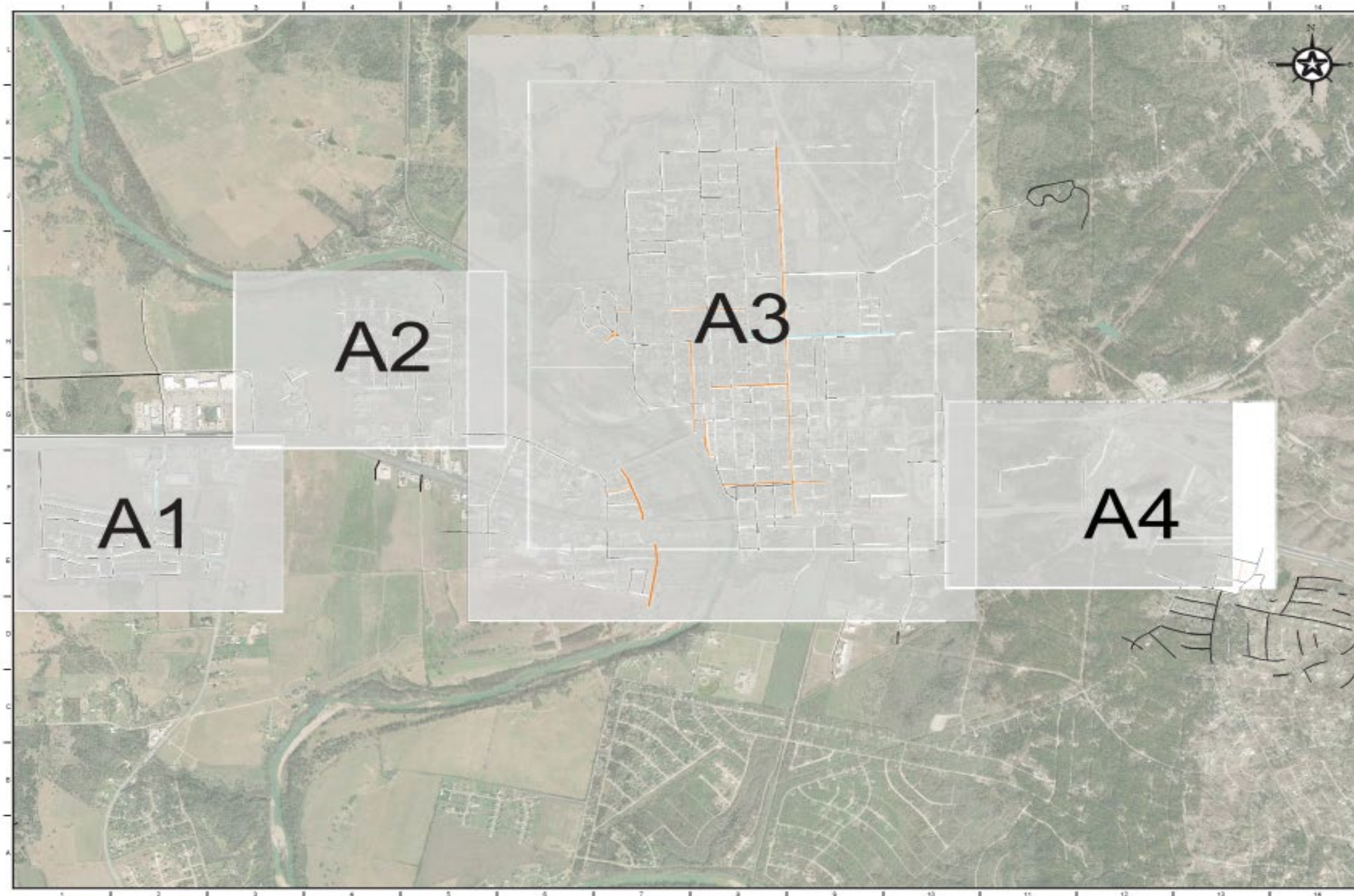
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Arch Insurance Group primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

YEAR 3- STREET MAINTENANCE PROJECT





LEGEND

- SEAL COAT (TxDOT 318)
(GRADE 4) (PL)
- SEAL COAT (TxDOT 318)
(GRADE 5) (PL)
- SEAL JOINTS AND CRACKS
(TxDOT 712)

REV	DESCRIPTION	DATE

Walker Partners
engineers + surveyors
Since 1988

CITY OF BASTROP
2021 MAINTENANCE PROGRAM
PREVENTATIVE MAINTENANCE OVERVIEW

01/26/21
DATE
R. M. Nguyen, PE
BY

	PMO
	PMO
	MP
	PMO
	PMO
	4-01/26/21

DRAWING NO.
A



LEGEND

- SEAL COAT (TWOOT 316)
(GRADE 4) (PL)
- SEAL COAT (TWOOT 316)
(GRADE 5) (PL)



REV	DESCRIPTION	DATE



CITY OF BASTROP 2021 MAINTENANCE PROGRAM PREVENTATIVE MAINTENANCE MAP

DATE

4-01-2021

DRAWN BY

CHECKED BY

SCALE

PROJECT

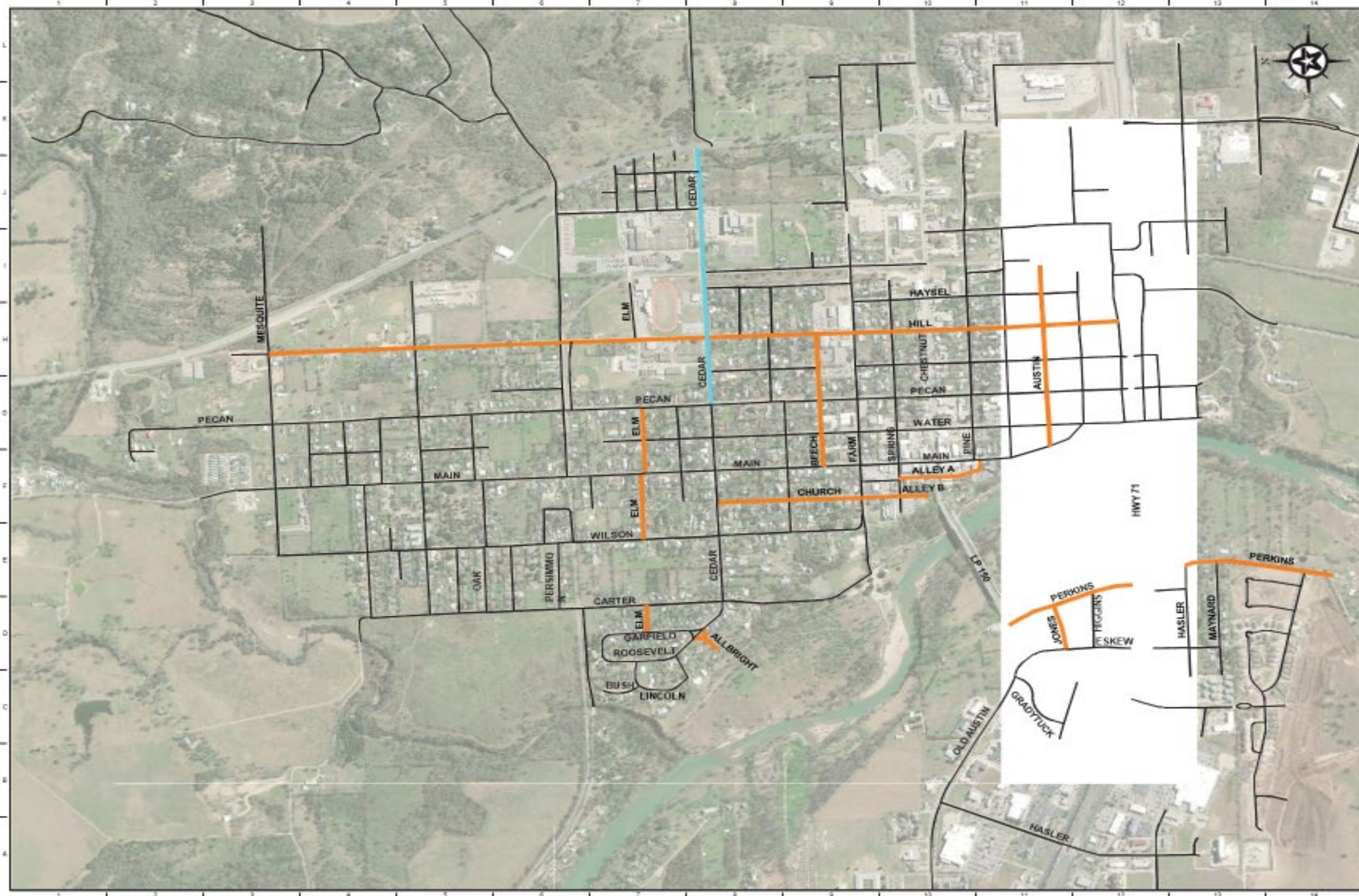
DATE

BY

FOR

DATE

DESCRIPTION



LEGEND

- SEAL COAT (TxDOT 318)
(GRADE 4) (PL)
- SEAL COAT (TxDOT 318)
(GRADE 5) (PL)
- SEAL JOINTS AND CRACKS
(TxDOT 712)



REV	DESCRIPTION	DATE



CITY OF BASTROP

2021 MAINTENANCE PROGRAM

PREVENTATIVE MAINTENANCE MAP

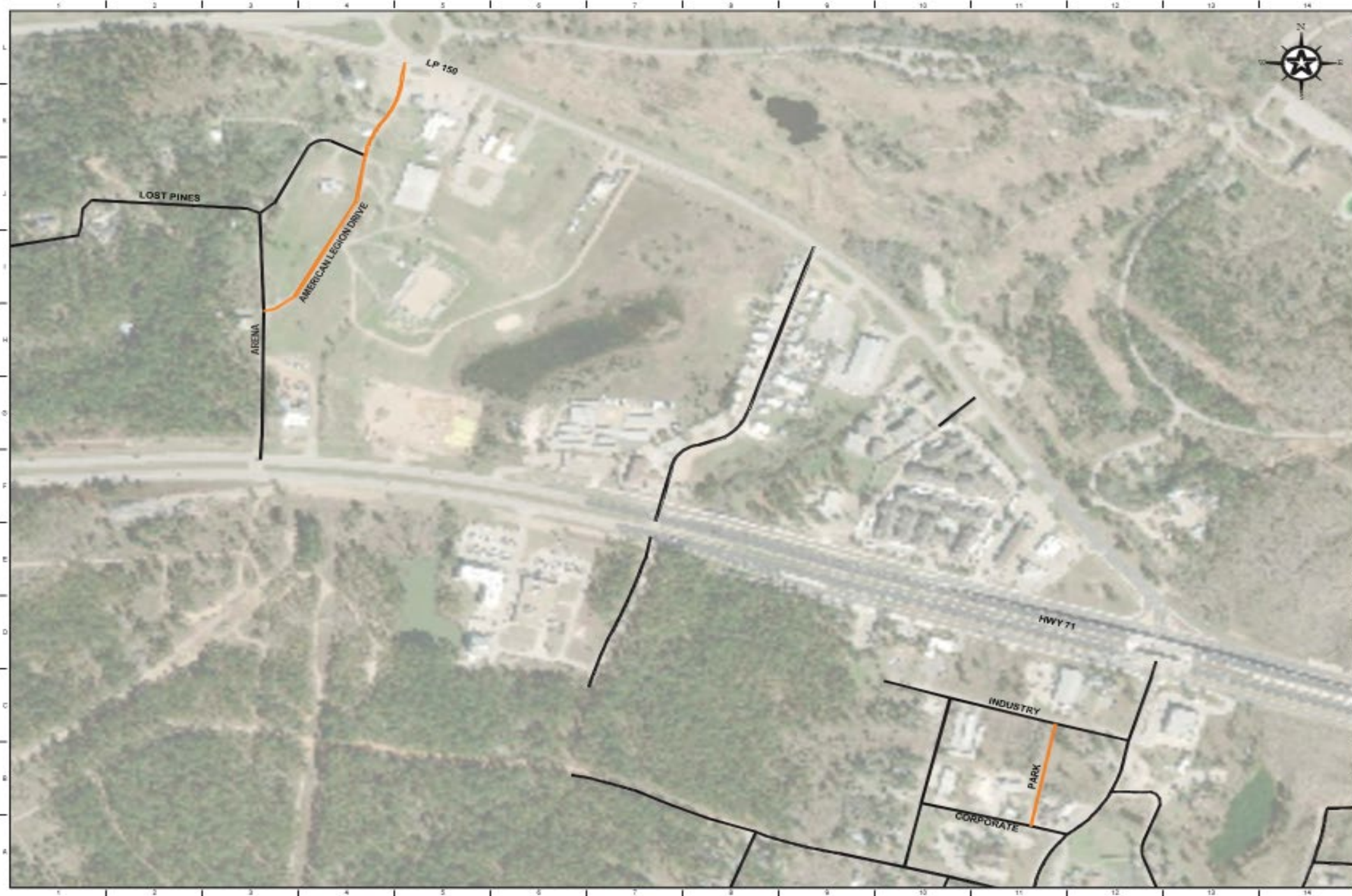
DESIGNED BY: *R. M. Morgan, PE*

CITY OF BASTROP

66341

4-21-2021

DRAWING NO: A3



LEGEND

- SEAL COAT (THICK 316)
(GRADE 4) (PL)
- SEAL COAT (THIN 316)
(GRADE 3) (PL)
- SEAL JOINTS AND CRACKS
(THICK 712)



REV	DESCRIPTION	DATE



CITY OF BASTROP

2021 MAINTENANCE PROGRAM PREVENTATIVE MAINTENANCE MAP

CLIENT: *R. McAlister, PE*
 CITY: *BASTROP*
 PROJECT: *2021 MAINTENANCE PROGRAM*
 DRAWING NO.: *4-01120-01*
 DATE: *4-01-2021*

BY: *R. McAlister, PE*
 CHECKED: *[Signature]*
 APPROVED: *[Signature]*
 DATE: *4-01-2021*

CITY OF BASTROP
 60341
 LA

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QUESTIONS?

