Bastrop, TX City Council Meeting Agenda

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

BASTROPTX
Heart of the Lost Pines / Est. 1832

February 25, 2020 at 6:30 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.

As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed Executive Session for the purposes of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during 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 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.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE – Rosalie Beltran and Olivia Prokop, Bluebonnet Elementary

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

3. INVOCATION – Pastor Bernie Jackson, Trinity Zion Ministries

4. PRESENTATIONS

4A. Mayor's Report

4B. Councilmembers' Report

4C. City Manager's Report

5. WORK SESSION/BRIEFINGS

5A. Receive a presentation from Freese and Nichols regarding the Preliminary Design Report for Bastrop Simsboro aquifer water supply facilities.

6. STAFF AND BOARD REPORTS

6A. Receive presentation on the unaudited monthly Financial Report for the period ending January 31, 2020.

6B. Receive Monthly Development Update.

7. CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. To address the Council, please submit a fully completed request card to the City Secretary prior to the beginning of the Council meeting. 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 Staff for research and possible future action.

To address the Council concerning any item on the agenda, please submit a fully completed request card to the City Secretary prior to the start of the meeting.

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.

8. CONSENT AGENDA

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

8A. Consider action to approve City Council minutes from February 11, 2020, Regular Meeting.

8B. Consider action to approve the second reading of Ordinance No. 2020-03 of the City Council of the City of Bastrop, Texas amending the Development Manual and Article 4.2 Plat Requirements of the Bastrop Building Block (B3) Technical Manual as shown in Exhibit A; establishing findings of fact, adoption and amendment, a repealing clause, severability, and enforcement; and providing an effective date.

9. ITEMS FOR INDIVIDUAL CONSIDERATION

9A. Consider action to approve Resolution No. R-2020-21 of the City Council of the City of Bastrop, Texas authorizing a License to Encroach Agreement with RGG Investments, LLC to build a residential driveway in a Drainage Easement, on Lot 2A in the Bastrop-Chapa Replat, also known as 808 Magnolia Street, as attached as Exhibit A; authorizing the City Manager to execute necessary documents; providing for a repealing clause; and establishing an effective date.

9B. Consider action to approve Resolution No. R-2020-15 of the City Council of the City of Bastrop, Texas, awarding a best value contract for maintenance of the SCADA system for FY 2019-2020 to Central Texas Water Maintenance, LLC.; as attached in EXHIBIT A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

9C. Consider action to approve Resolution No. R-2020-18 of the City Council of the City of Bastrop, Texas awarding a contract in the amount of two hundred forty-six thousand dollars ($246,000.00) to Artisan Concrete Services, Inc. to perform the design and coordination with the City of Bastrop's Consultant Landscape Architect and construct the Fisherman's Park Wheeled Sports Plaza, Phase I; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

9D. Consider action to approve Resolution No. R-2020-19 of the City Council of the City of Bastrop, Texas, awarding a contract for the City of Bastrop Newton and Jasper drainage project to M & C Fonseca Construction Company in the amount of two hundred twenty-five thousand six hundred dollars ($225,600.00) as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

9E. Consider action to approve Resolution No. R-2020-22 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with Ranch Road Development LLC for Section two of Pecan Park as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

9F. Consider action to approve the Certification of Unopposed Candidates for the City of Bastrop's May 2, 2020 Election.

9G. Consider action to approve the first reading of Ordinance No. 2020-04 of the City Council of the City of Bastrop, Texas, cancelling the May 2, 2020 General Election and declaring each unopposed candidate elected to office; providing a severability clause; providing an effective date; and move to include on the Consent Agenda of the March 10, 2020 City Council meeting.

9H. Consider action to approve Resolution No. R-2020-24 of the City Council of the City of Bastrop, Texas, establishing the Cultural Arts Master Plan Ad Hoc Working Group; providing for the working group's duties, composition, initial membership (attached as Exhibit A), quorum, and rules of procedure; providing for findings of fact and providing for an effective date.

9I. Consider action to approve Resolution No. R-2020-25 of the City Council of the City of Bastrop, Texas approving an agreement between the City of Bastrop and Bastrop river company providing for a five year lease of a .52 acre portion of a11 Bastrop town tract, acres 5.100 (city park) located in Fisherman's Park for an annual rent of ten thousand two hundred dollars and zero cents ($10,200.00) with an option to renew for one additional five-year term upon mutual agreement; authorizing the city manager to execute said lease agreement on behalf of the city; and declaring an effective date.

10. EXECUTIVE SESSION

10A. City Council shall convene into closed executive session for a briefing pursuant to Texas Government Code Sections 551.071, .72, and .087 regarding legal, real estate, and economic development aspects of possible vendor space at Fisherman's Park.

10B. Pursuant to Texas Government Code Sections 551.071 and 551.074, consultation with attorney regarding personnel matters involving recruitment for Interim City Manager, and for City Manager, including engagement of search firms.

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

12. 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, February 20, 2020 at 2:30 p.m. and remained posted for at least two hours after said meeting was convened.

Ann Franklin, City Secretary

STAFF REPORT

MEETING DATE: February 25, 2020 **AGENDA ITEM**: 4A

TITLE:
Mayor's Report

STAFF REPRESENTATIVE:
Trey Job, Acting 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

Mayor's Report
February 25, 2020

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Latest Activities

January 31 – February 13

Events in 2020: 46



YMCA



Bastrop Co. Board of Realtors Banquet





Farm Street Opry – Dallas Wayne



Crave It Nutrition





MainEvent



Chamber Banquet



Bird City Coalition



Black History Month Program

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Planned Events

February 14 - 25

- February 14 – Main Street Rehabilitation Ground Breaking Ceremony
- February 19 – BISD Board Meeting
- February 20 – Speak Up Speak Out Judge
- February 21 – Children's Advocacy Center Event
- February 23 –
  - BCHS Portrait Presentation "The Savior of the King's Highway"
  - BHS Senior Serve Dinner
- February 24 – BEDC Board Meeting
- February 25 –
  - Parobek Plumbing Ribbon Cutting
  - Council Meeting

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Upcoming Events & City Meetings

- February 26 – Bastrop Mobile Home and RV Parts Ribbon Cutting
- February 28 – TML Board Meeting
- February 29 – Bastrop County Emergency Food Pantry Empty Bowl Event
- March 3 – Mayor's Prayer Luncheon
- March 4 to 6 – TML Elected Officials Conference
- March 9 – Library Board Meeting
- March 10 –
  - Community Support Quarterly Meeting
  - Council Meeting

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STAFF REPORT

MEETING DATE: February 25, 2020 **AGENDA ITEM**: 4B

TITLE:
Councilmembers' Report

STAFF REPRESENTATIVE:
Trey Job, Acting City Manager

POLICY EXPLANATION:

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STAFF REPORT

MEETING DATE: February 25, 2020 **AGENDA ITEM**: 4C

TITLE:
City Manager's Report

STAFF REPRESENTATIVE:
Trey Job, Acting 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:

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STAFF REPORT

MEETING DATE: February 25, 2020 **AGENDA ITEM**: 5A

TITLE:
Receive a presentation from Freese and Nichols regarding the Preliminary Design Report for Bastrop Simsboro aquifer water supply facilities.

STAFF REPRESENTATIVE:
Trey Job, Assistant City Manager

BACKGROUND/HISTORY:
On March 24, 2020 the Bastrop City Council held a workshop to discuss the water and wastewater needs for the City of Bastrop's short-term and long-term water supply goals.

We reviewed the vision, mission, focus areas & Comprehensive Plan Water Goals. Goal (2.2) is to ensure long-term water system capacity and water quality for existing customers, while accommodating incremental growth and development.

It was determined during the meeting the current alluvial well fields are at risk to drought and water quality issues that cannot be treated with the current outdated water plants. The wells while permitted for 5,796,000 gallons a day struggle to produce 2,872,800 gallons per day. The short-term fix was to provide emergency interconnects with AQUA Water Supply Corporation and complete a wholesale agreement. Both of these task have been completed.

The long-term solution was to build a new water treatment plant at the City of Bastrop's well-site located north of Sayers Road within the proposed XS Ranch development. Once staff had policy direction Freese & Nichols Engineers' were hired to provide a Preliminary Design Report for Bastrop Simsboro aquifer water supply facilities. The report is based on the following design criteria.

- Population/Demand Projections
- Raw water quality
- Treatment goals
- Governing standards

RECOMMENDATION:
Receive a presentation from Freese and Nichols regarding the Preliminary Design Report for Bastrop Simsboro aquifer water supply facilities.

ATTACHMENTS:

- PowerPoint

Recap:
Bastrop City Council Water Treatment Plant Workshop in March 2018



Presented by:
Trey Job

February 25, 2020

City Council's Nine Focus Areas





- Fiscal Responsibility
- Economic Vitality
- Communication
- Uniquely Bastrop
- Organizational Excellence
- Multi-Modal Mobility
- Community Safety
- Unique Environment
- Manage Growth

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Comprehensive Plan 2036 Water System

- Goal 2.2:
- Ensure long-term water system capacity and water quality for existing customers, while accommodating incremental growth and development.



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Recap of water resources

	Water Source	Acre Feet	Permit Gallons/ Day	Maximum Production Gallons/ Day @ 24 hours/day	Efficiency (Max % of Permit)	Gallons Per Minute
Willow – Well C	Alluvial	849	756,000	540,000	71%	525
Willow – Well D	Alluvial	1213	1,080,000	---	0%	---
Willow – Well E	Alluvial	1213	1,080,000	432,000	40%	750
Willow – Well F	Alluvial	1620	1,440,000	1,180,800	82%	1,000
Willow – Well G	Alluvial	560	1,440,000	720,000	50%	1,000
TOTAL WILLOW RESOURCES	**Zone 1 & 2**	**5,455**	**5,796,000**	**2,872,800**	**50%**	**3,275**

Water Resources: Willow Plant 5 Alluvial Wells – Zones 1 & 2

Note: 1 acre foot = 325,851 gallons
694 gallons per minute = 1,000,000 gallons per day.

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Recap of water resources

Well Name	Water Source	Acre Feet	Permit Gallons/ Day	Maximum Production Gallons/ Day @ 24 hours/day	Efficiency (Max % of Permit)	Gallons Per Minute
Bob Bryant Well H	Aggregate / Well*		576,000	504,000	88%	350
Bob Bryant Well I	Simsboro*	1613	1,440,000	648,000	45%	450
TOTAL BOB BRYANT RESOURCES	**Zone 3**	**1,613**	**2,016,000**	**1,152,000**	**57%**	**800**

Well H & Well I are blended due to a high level of total dissolved solids in Well I. Blended 50/50 to meet TCEQ standards. NOT AN EFFICIENT PROCESS METHOD. EXPENSIVE TO MAINTAIN

Water Resources: Bob Bryant Alluvial & Aquifer (Zone 3)

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Recap of Decisions made at the March 24, 2018 workshop.

Comprehensive Plan Water Goals:

Goal 2.2: Ensure **long-term** water system capacity and water quality for existing customers, while accommodating incremental growth and development.

Important information to considered in making a decision:

- Peak summer demand is very close to our maximum peak daily demand.
- Purchase of 6,000 acre feet in the Simsboro Aquifer is a “game-changer.”
- Own 1,613 acre feet in the Simsboro Aquifer, used in Bob Bryant Park.
- Combined water availability of 6.8 million gallons per day pumping capacity.



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Recap of Decisions made at the March 24, 2018 workshop.

Comprehensive Plan Water Goals:

Goal 2.2: Ensure **long-term** water system capacity and water quality for existing customers, while accommodating incremental growth and development.

- The Policy Direction from City Council was to "no longer kick the can down the road" and meet the comprehensive plan goals to ensure a long-term water supply.
- To consolidate all of our water resources to a centralize location and turn off Willow and Bob Bryant facilities.
- Construction of a at minimum a 2nd well required to turn off Willow and Bob Bryant facilities.



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Recap of Decisions made at the March 24, 2018 workshop.

Comprehensive Plan Water Goals:

Goal 2.2: Ensure **long-term** water system capacity and water quality for existing customers, while accommodating incremental growth and development.

- To evaluate treatment options for a consolidated water plant in one location. Complete!
- To secure additional water capacity to provide time to make appropriate long-term decision. Complete!
- Determine how long will it take to realistically design and build a consolidated water treatment facility. Complete!



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BASTROP SIMSBORO

AQUIFER WATER SUPPLY FACILITIES

PRELIMINARY DESIGN
REPORT OVERVIEW

February 25, 2020

presented by
David Munn

Existing Water System Needs

- Capacity nearing peak demands
- Groundwater under the influence of surface water
  - Water quality degrades when river has high turbidity (flood events)
- Wells located in floodplain
- Facilities near end of service life
- Inefficient equipment with high operating costs

Your Proposed Solution for Bastrop

- Long term water supply
- Robust, reliable system
- Drought-resistant
- Water quality meeting aesthetic goals
- Provide infrastructure necessary to support City's Development Plan goals



New facilities to replace existing water supply with a robust, reliable system to serve City for the long term

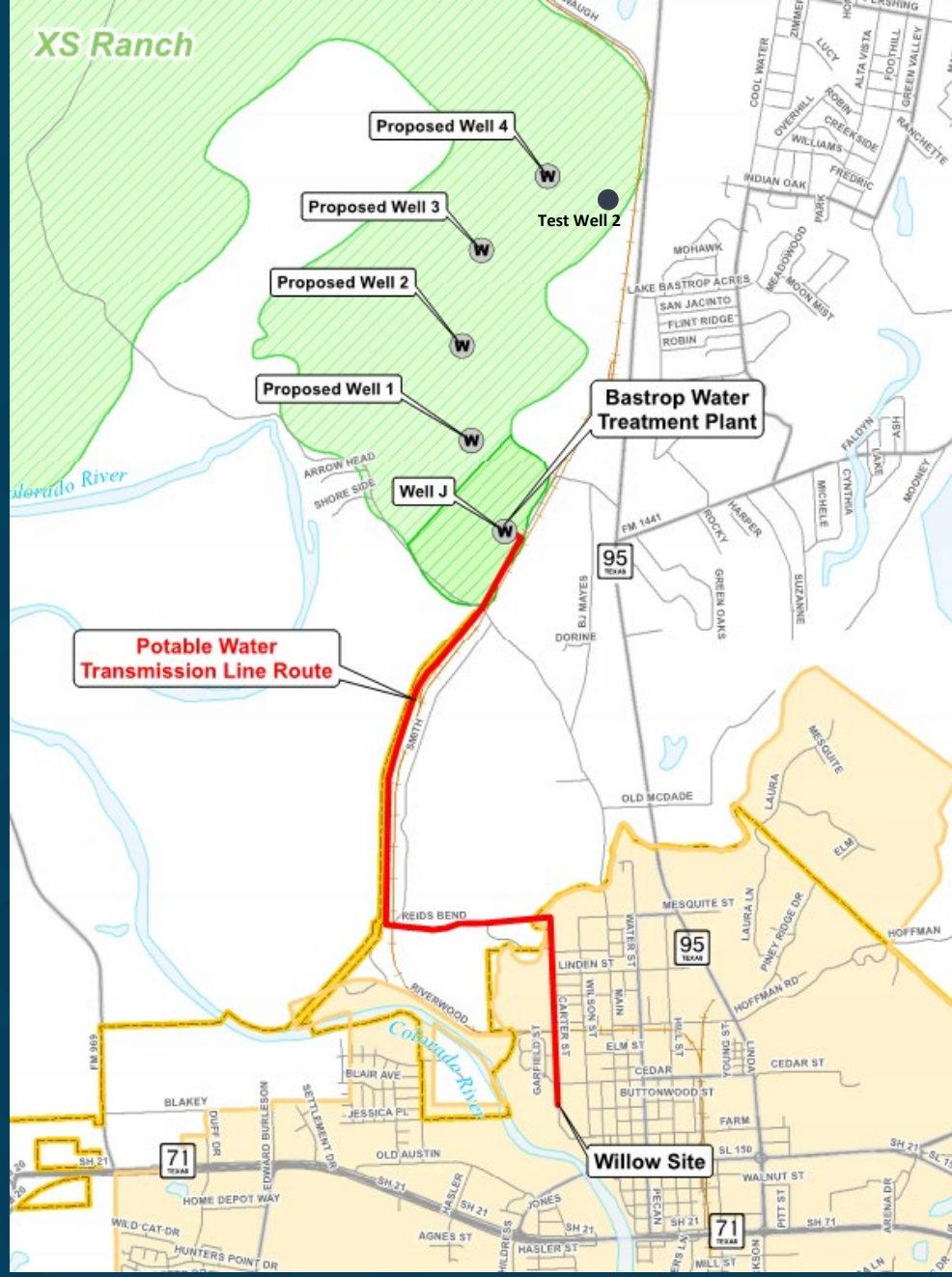
Project Components

INITIAL PROJECT COMPONENTS

- Up to 3 new production wells (Phase 1) in the Simsboro Aquifer
- Water treatment plant
- Transmission pump station and pipeline
- Wastewater lift station and pipeline

FUTURE PROJECT COMPONENTS

- Improvements to Willow Site Pump Station and distribution system



Your Plan in Motion

WORK COMPLETED TO DATE

- Population and Demand Projections
- Raw Water Quality Sampling
- Bench Scale Testing
- Treatment Alternatives Evaluation
- Groundwater Hydrogeology Modeling
- Preliminary Design
  - Well Field, WTP, Potable Water
  - Transmission and Wastewater Facilities
- Conceptual Design: Willow Plant Improvements



Critical Next Steps

UPCOMING TASKS

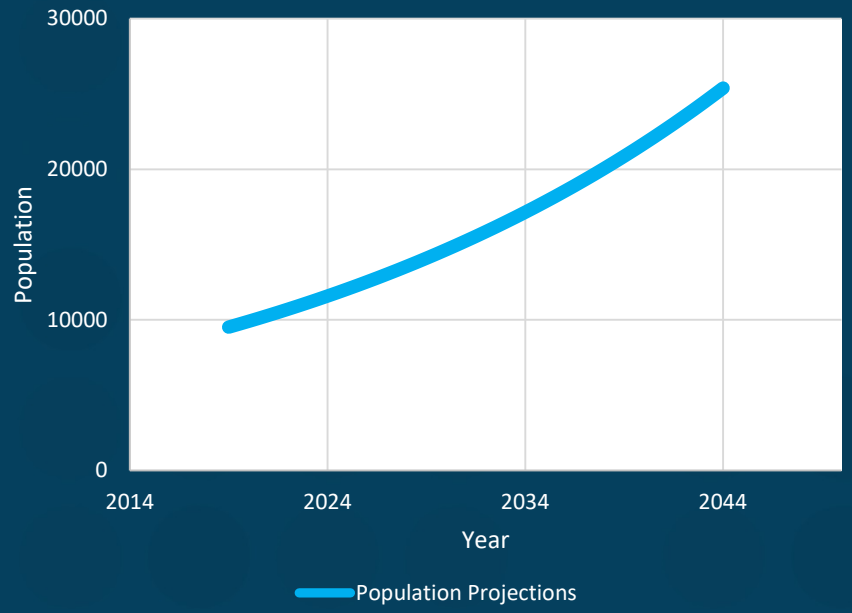
- Final Design
- Construction
- Master Planning and Design of Distribution System Improvements





Bastrop's Future Growth

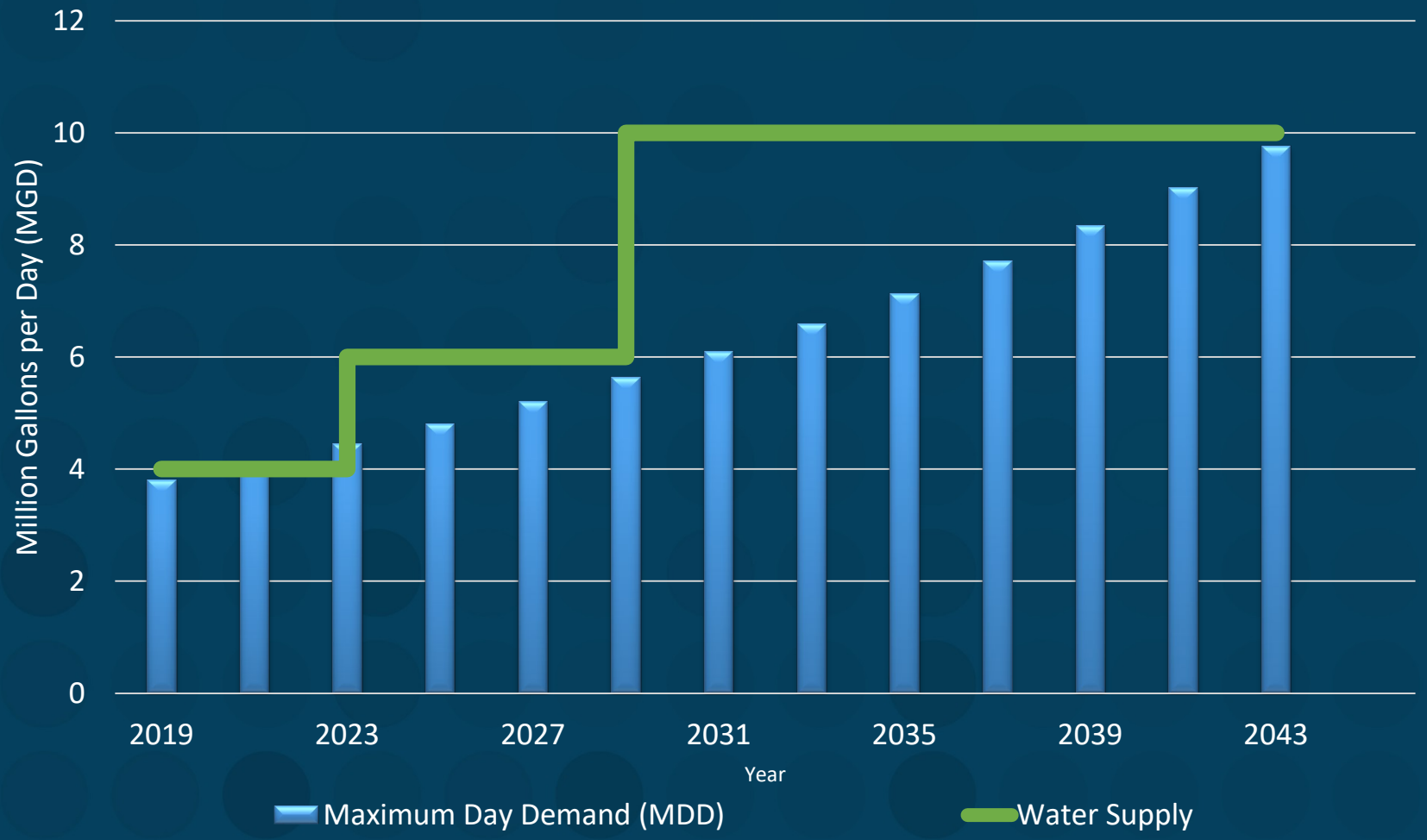
- Historical population and water demand data used to estimate future demands
- Phase I: 3 MGD Average, 6 MGD Peak
- Phase II: 5 MGD Average, 10 MGD Peak
- Assumptions
  - 4% growth/year
  - 200 gallons/capita/day (gpcd)
  - 2.0 Peak Factor - based on Bastrop's historical demand



Year	Population	Average Day Demand (MGD)	Maximum Day Demand (MGD)
2019	9,520	1.90	3.81
2024	11,583	2.32	4.63
2029	14,092	2.82	5.64
2044	25,379	5.08	10.15

Demand Projections

Water Supply vs. Maximum Day Demand



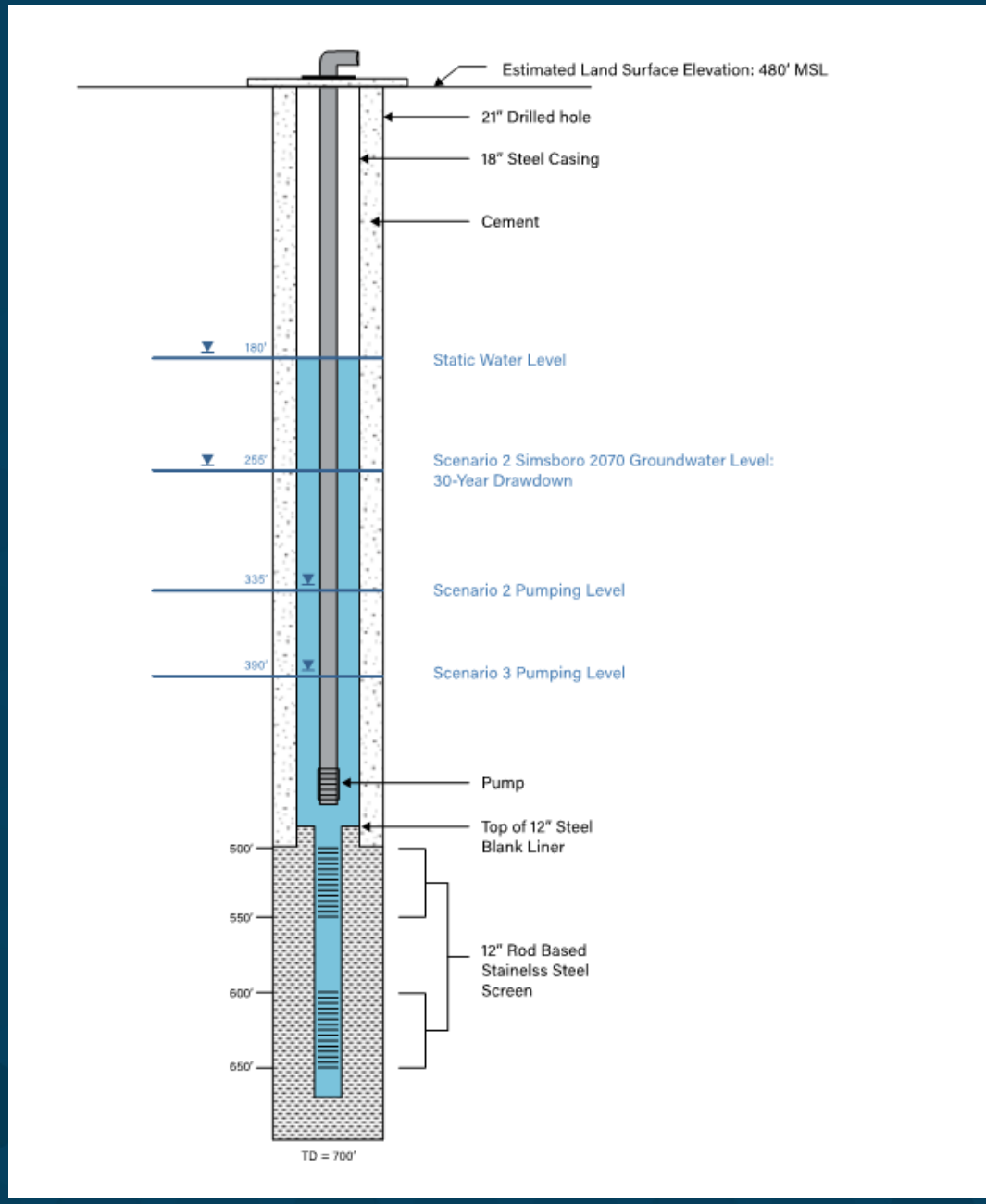
Groundwater Hydrogeology Study

Groundwater Modeling

- Utilized latest groundwater availability model from the State
- 7,600 acre-ft/yr modeled with drawdown over 50 years

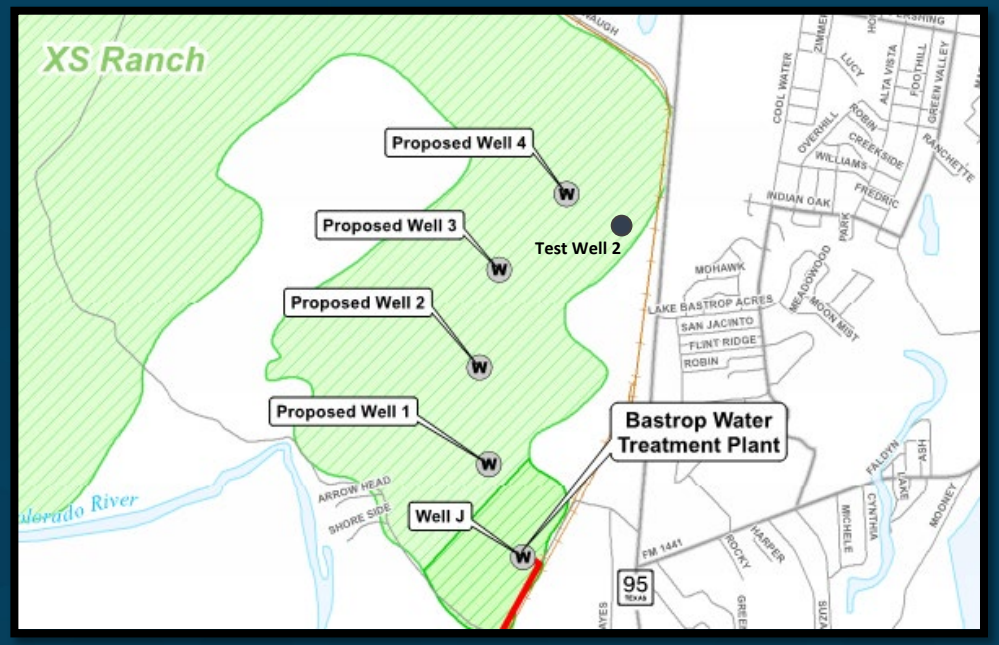
Recommendations

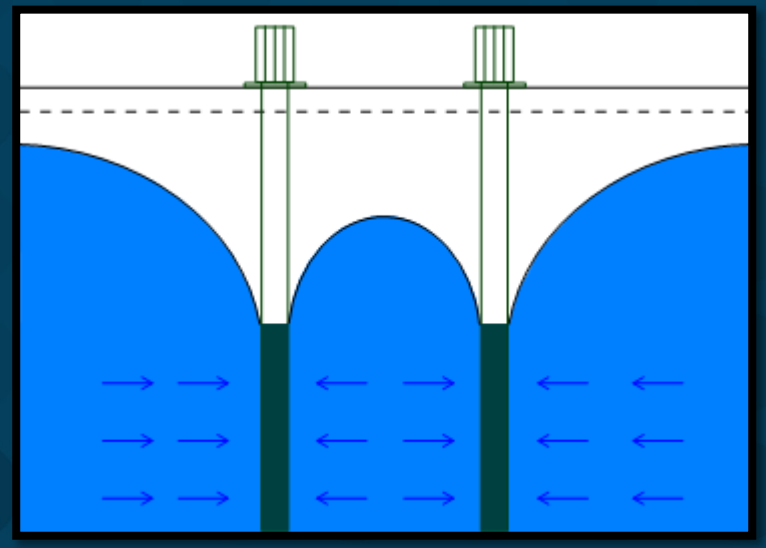
- 3 new wells - Phase I WTP capacity
- 1 more well for ultimate build out
- 930 gpm average per well
- 4 total wells sized to limit drawdown from pumping



Well Spacing

- Wells sited to reduce well-to-well impact and optimize well field production
- Limit draw down to be a “good neighbor”





CONE OF DEPRESSION – DRAW DOWN WITH BOTH PUMPS RUNNING IN A CONFINED AQUIFER

Basis of Design

- Reliable 20-year water supply
- Design based on consideration of Test Well 2 and Well J raw water quality data
- Designing to achieve "ideal" water concentrations per *AWWA Iron and Manganese Removal Handbook*

Constituent	Raw Water Concentration[1] (mg/L)	SCL[2] (mg/L)	Treatment Goal[3] (mg/L)
Iron	0.661	0.3	< 0.05
Manganese	0.211	0.05	< 0.01
Hydrogen Sulfide	0.04	0.05	< 0.01
Nitrogen, Ammonia (as N)	0.2	N/A	< 0.01

[1] Historical worst case, based on Test Well 2 Data
[2] TCEQ Secondary Contaminant Limit
[3] From the AWWA Iron and Manganese Removal Handbook

Proven Treatment Alternatives

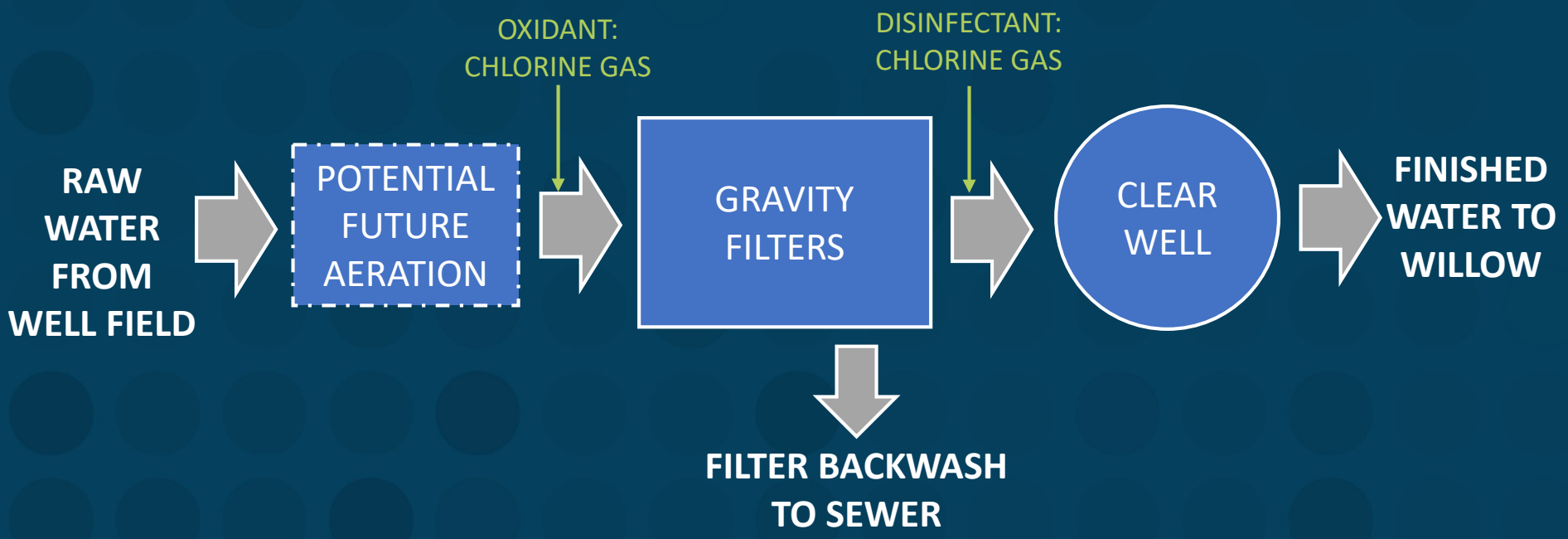


- Industry standard for iron and manganese removal
- Oxidant Evaluation
  - Chlorine: gas or liquid sodium hypochlorite
  - Sodium Permanganate
  - Ozone
- Filter Evaluation
  - Pressure
  - Gravity



FNI has worked on numerous WTP Filter systems, including the indoor gravity filters at the McAllen WTP

A Robust, Flexible Treatment Solution



Treated Water Conveyance

Clearwell

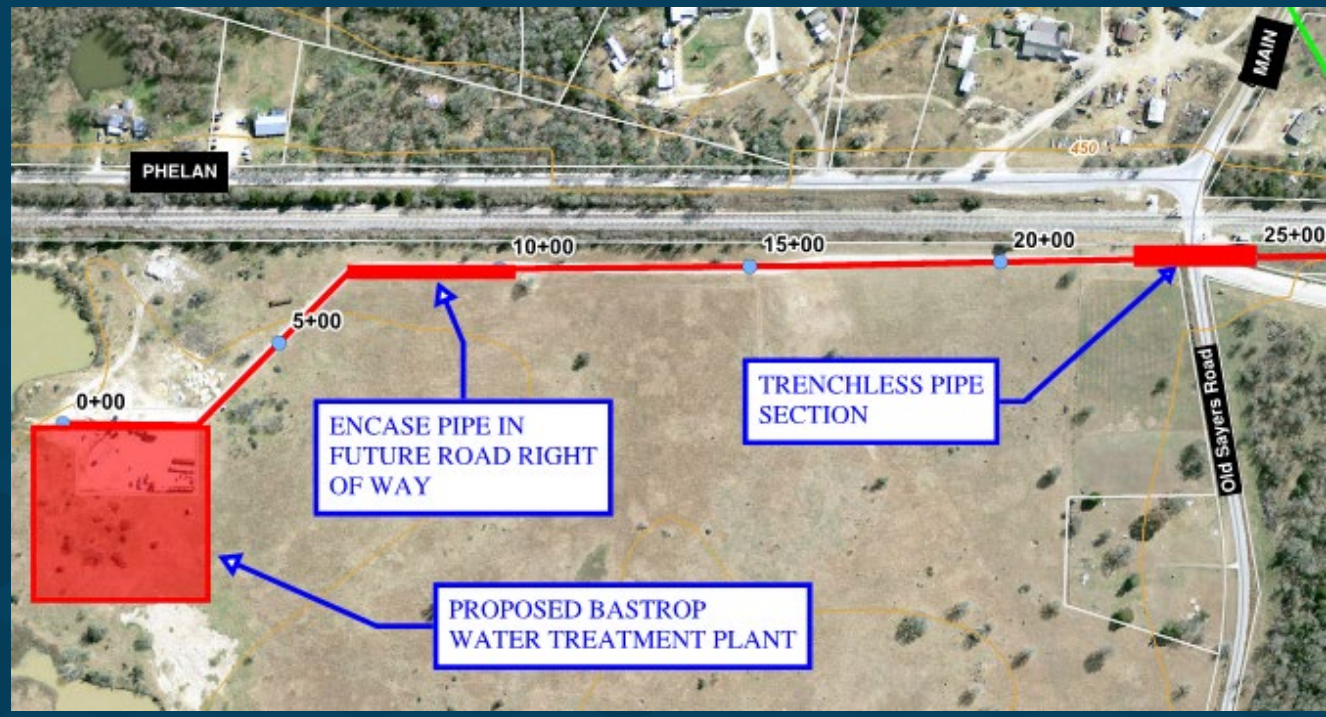
- Partially buried GST to store finished water

Transmission Pump Station

- Vertical turbine pumps

Transmission Pipeline

- 24” diameter; 22,000’
- PVC or Ductile Iron



Other Project Elements

Wastewater Handling

- Backwash and sanitary waste from WTP
- Lift Station – 500 gpm
- Force Main – 8”, PVC

Future Willow Plant Site Improvements

- Replace existing storage tanks and pumps
- Increase capacity and improve condition
- Water Master Plan - distribution system upgrades to distribute additional water from Willow Pump Stations as the system grows



Existing Willow Plant

Construction Cost Budget

Presentation Highlights

- Compare with previous conceptual costs
- Identify additional components not included in previous estimates
- Explain differences in previous basis of design







Preliminary Estimate Summary Differences

- Updated demand projections
  - Increased to 6 MGD maximum 2024
  - Treatment/pipelines facilities have higher capacity
- Additional components included for complete water supply
  - Replaces use of existing wells with a new, lower-risk groundwater well field
- Updated cost accounts for current market conditions

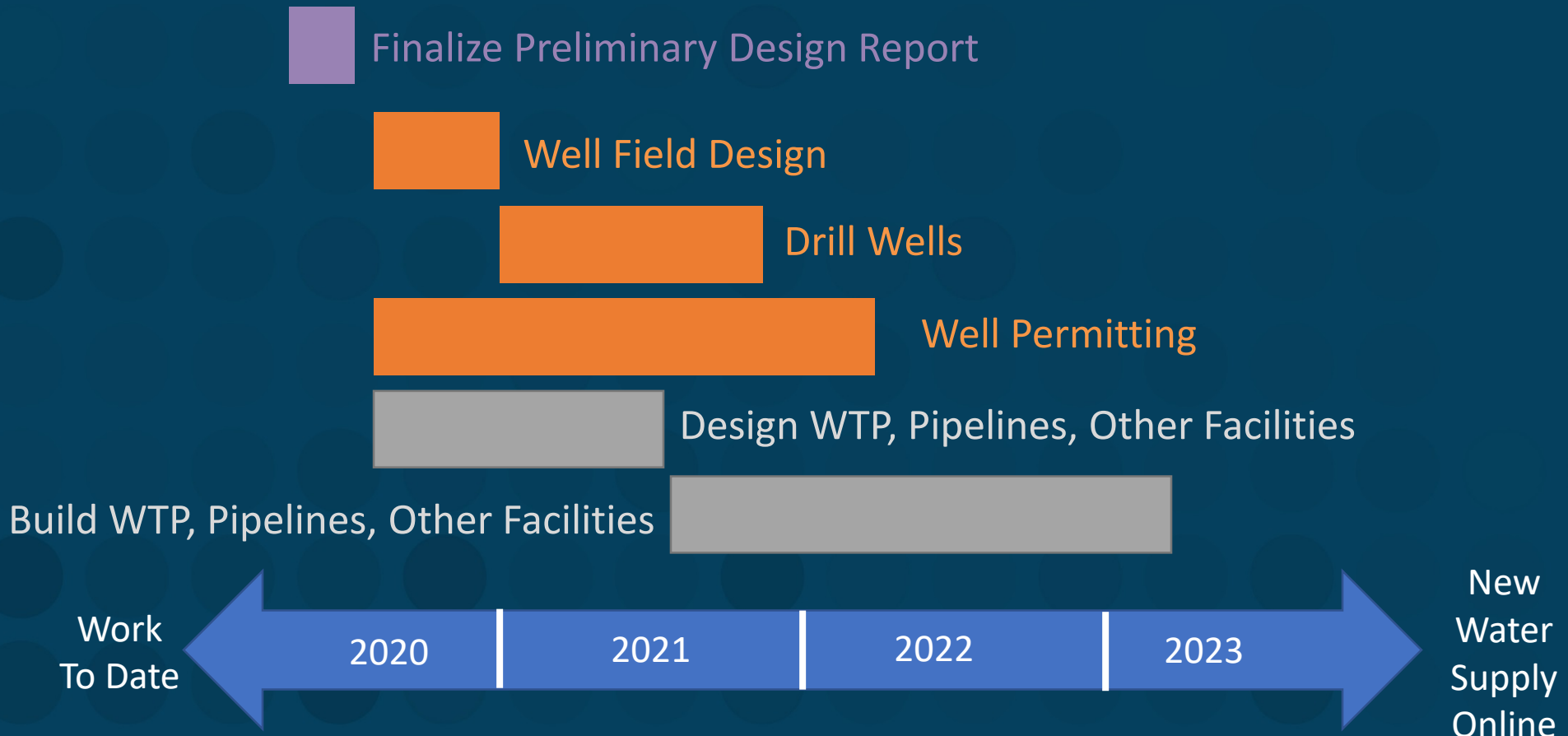
Project Component	Current OPCC	Previous OPCC (By Others)
Water Treatment Plant	$9,925,000	$8,990,000
Transmission Main	$5,500,000	$2,100,000
Well Field	$7,880,000	--
Clearwell and Transmission Pump Station	$5,820,000	--
Wastewater Lift Station and Force Main	$3,500,000	--
Electrical Backup Generators	$640,000	--
TOTAL	**$33,265,000**	**--**

Preliminary Estimate

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1.0	Groundwater Well Construction				$3,514,000.00
2.0	Well Collection Pipeline and Access Road				$1,958,000.00
3.0	Treatment Facilities				$6,891,000.00
	3.1 Gravity Filters and Filter Building				$5,068,000.00
	3.2 Chemical Tanks, Feed Equipment, and Chemical Building				$1,419,000.00
	3.3 Stormwater, Civil/Site Work, and Roadway				$404,000.00
4.0	Clearwell and Potable Water Transmission Pump Station				$4,039,000.00
5.0	Potable Water Transmission Pipeline				$3,851,000.00
6.0	Wastewater Lift Station				$650,000.00
7.0	Wastewater Force Main				$1,785,000.00
8.0	Electrical Backup Generators				$440,000.00
				SUBTOTAL:	$23,130,000
				OH & P 15%	$3,470,000
				SUBTOTAL:	$26,600,000
				MOBILIZATION 5%	$1,157,000
				SUBTOTAL:	$27,757,000
				CONTINGENCY 20%	$5,552,000
	TOTAL CONSTRUCTION COST				**$33,300,000**
	ENGINEERING AND PROFESSIONAL SERVICES				**$5,000,000**
	TOTAL PROJECT COST*				**$38,300,000**

** Not including improvements at Willow Plant or distribution system*

Project Timeline



BASTROP SIMSBORO

AQUIFER WATER SUPPLY FACILITIES

PRELIMINARY DESIGN
REPORT OVERVIEW

February 25, 2020

presented by
David Munn

STAFF REPORT

MEETING DATE: February 25, 2020 **AGENDA ITEM**: 6A

TITLE:
Receive presentation on the unaudited Monthly Financial Report for the period ending January 31, 2020.

STAFF REPRESENTATIVE:
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 revenue is slightly short of forecast by 1.4%. The property tax is below forecast for January. The Hotel Occupancy Tax fund and Cemetery Fund are in warning status. The Hotel Tax revenue is short this month with the Hyatt Lost Pines renovation being noted as a factor.

EXPENDITURES
The General Fund expenditures are over forecast due to the settlement payment to the former City Manager.

POLICY EXPLANATION:
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-2019-90 on October 22, 2019.

FUNDING SOURCE:
N/A

ATTACHMENTS:
- Unaudited Monthly Financial Report for the period ending January 31, 2020

CITY OF BASTROP

Comprehensive Monthly Financial Report
January 2020



Performance at a Glance as of January 31, 2020

	YEAR TO DATE	REFERENCE
ALL FUNDS SUMMARY	POSITIVE	Page 4-5
GENERAL FUND REV VS EXP	NEGATIVE	Page 6
SALES TAXES	POSITIVE	Page 7
PROPERTY TAXES	NEGATIVE	Page 8
WATER/WASTEWATER FUND REV VS EXP	POSITIVE	Page 9
WATER/WASTEWATER REVENUES	POSITIVE	Page 10
ELECTRIC FUND REV VS EXP	POSITIVE	Page 11
ELECTRIC REVENUES	POSITIVE	Page 12
HOT TAX FUND REV VS EXP	POSITIVE	Page 13
HOTEL OCCUPANCY TAX REVENUES	WARNING	Page 14
Legal fees	N/A	Page 15

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 –January 2020

ECONOMIC INDICATORS

ECONOMY

National:
Real gross domestic product (GDP) increased at an annual rate of 2.1% in the 4th quarter of 2019. This is neutral from 2.1% from 3rd quarter 2019. The personal income increased by .2% in December 2019. (All of these reported by the Bureau of Economic Analysis.)

U.S. Retail Sales:
Up .3% in December 2019.

Texas Leading Index:
This index is a single summary statistic that sheds light on the future of the state's economy. The index is a composition of eight leading indicators. The index is at 128.37 in December 2019, down from 128.75 November 2019 and up 2.02 from one year ago.

UNEMPLOYMENT

State-wide:
The state unemployment is 3.5% in December 2019 which is up from November 2019.

Bastrop:
Bastrop County has an unemployment rate of 2.8% in December 2019 which is same as November 2019.

January 31, 2020– NEWS FOR YOU

Attached is the Comprehensive Monthly Financial report for Jan. 2020. This is 4 months of FY2020, or 33.3% of the fiscal year is complete.

Revenues: Overall, the City has earned $19,724,986 This amount is 43.5% of the approved budget of $45,274,278 and is 15.7% higher than the amount forecasted through the month of Jan.

Expense: Overall, the City has spent 4.5% less than forecasted.

Noteworthy

N/A

BUDGET SUMMARY OF ALL FUNDS

Revenues:	FY2020 Budget	FY2020 Forecast	FY2020 YTD	Variance
General	$ 12,235,761	$ 5,999,728	$ 5,914,043	-1.4%
Designated	59,710	18,703	25,518	36.4%
Innovation	77,000	4,900	4,498	-8.2%
Street Maintenance	248,000	157,333	162,033	3.0%
Debt Service	2,787,826	2,205,815	2,213,559	0.4%
Water/Wastewater	6,211,564	1,818,429	1,957,228	7.6%
Water/Wastewater Debt	1,900,885	434,998	437,133	0.5%
Water/Wastewater Capital Proj	3,070,000	2,360,667	2,365,278	0.2%
Impact Fees	420,850	135,283	230,018	70.0%
Vehicle & Equipment Replacement	461,692	203,897	206,163	1.1%
Electric	7,126,562	1,982,639	1,983,156	0.0%
HOT Tax Fund	3,708,456	1,153,403	1,118,760	-3.0%
Library Board	20,550	3,633	15,265	320.2%
Cemetery	106,250	25,283	13,161	-47.9%
Capital Bond Projects	3,349,644	28,215	34,522	22.4%
Grant Fund	2,863,125	-	147,152	0.0%
Park/Trail Land Dedicaiton	1,000	333	757	127.3%
Hunter's Crossing PID	625,403	507,830	2,896,742	470.4%
TOTAL REVENUES	$ 45,274,278	$ 17,041,089	$ 19,724,986	15.7%

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

Hunter's Crossing PID had a parcel pay the total capital assessment in Jan – will be bringing back a budget amendment for this amount.

BUDGET SUMMARY OF ALL FUNDS

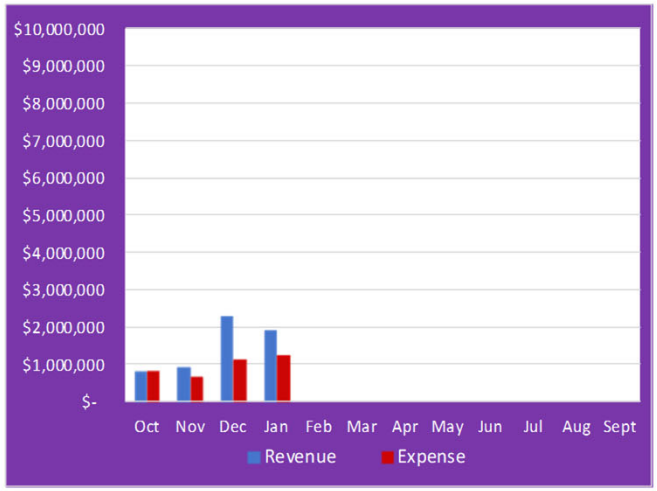
	FY2020 Budget	FY2020 Forecast	FY2020 YTD	Variance
Expense:				
General	$ 12,030,369	$ 3,639,616	$ 3,856,956	6.0%
Designated	471,950	5,293	3,425	-35.3%
Innovation	976,059	404,400	225,626	-44.2%
Street Maintenance	1,183,945	85,000	82,863	-2.5%
Debt Service	2,752,618	624,646	627,637	0.5%
Water/Wastewater	6,174,738	1,856,084	1,812,694	-2.3%
Water/Wastewater Debt	3,870,887	2,390,778	2,390,778	0.0%
Water/Wastewater Capital Proj.	4,150,400	740,000	718,886	-2.9%
Impact Fees	732,691	5,000	4,400	-12.0%
Vehicle & Equipment Replacement	356,500	271,611	96,376	-64.5%
Electric	7,702,248	2,355,966	2,291,203	-2.7%
HOT Tax Fund	4,204,066	2,616,422	2,056,383	-21.4%
Library Board	23,453	7,818	428	-94.5%
Park Dedication	100,000	-	-	0.0%
Cemetery	118,429	42,910	40,830	-4.8%
Hunter's Crossing PID	1,036,148	493,823	495,338	0.3%
Capital Projects (Bond)	7,687,289	2,896,320	2,889,114	-0.2%
Grant Fund	2,863,125	239,000	239,141	0.1%
TOTAL EXPENSES	$ 56,434,915	$ 18,674,687	$ 17,832,078	-4.5%
Surplus/(Shortfall)	$ (11,160,637)	$ (1,633,598)	$ 1,892,908	-215.9%

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

OVERALL FUND PERFORMANCE

GENERAL FUND REVENUES VS EXPENSES

Month	FY2020 Revenue	FY2020 Expense	Monthly Variance
Oct	$ 793,594	$ 824,583	$ (30,989)
Nov	927,420	679,143	$ 248,277
Dec	2,283,803	1,114,692	$ 1,169,111
Jan	1,909,225	1,238,537	$ 670,688
Feb			$ -
Mar			$ -
Apr			$ -
May			$ -
Jun			$ -
Jul			$ -
Aug			$ -
Sept			$ -
Total	$ 5,914,042	$ 3,856,955	$ 2,057,087
Cumulative Forecast	$ 5,999,728	$ 3,639,616	$ 2,360,112
Actual to Forecast $	$ (85,686)	$ (217,339)	$ (303,025)
Actual to Forecast %	-1.43%	-5.97%	-7.40%



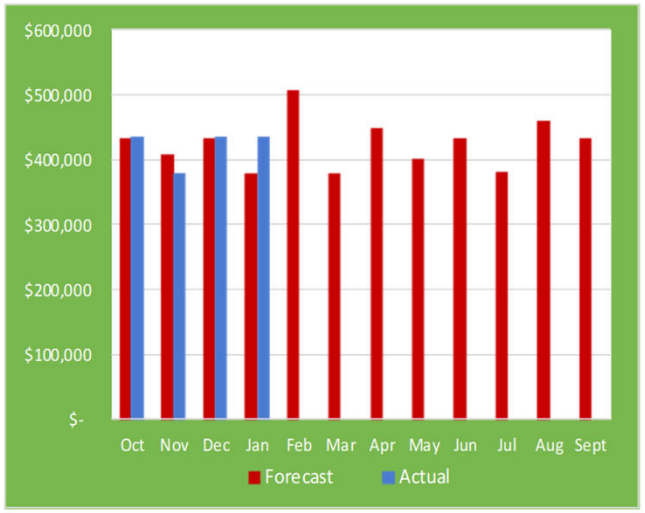
NEGATIVE

Cumulatively overall, the General Fund is short of forecasted by 7.4%. The revenue is short forcast due to timing in collection of property taxes. This should even out in February. The expenses are short due to the settlement agreement with the former City Manager.

REVENUE ANALYSIS

SALES TAX REVENUE

Month	FY2020 Forecast	FY2020 Actual	Monthly Variance
Oct	$ 432,174	$ 434,511	$ 2,337
Nov	406,752	378,114	$ (28,638)
Dec	432,174	434,387	$ 2,213
Jan	379,029	434,307	$ 55,278
Feb	505,312		$ -
Mar	376,892		$ -
Apr	448,102		$ -
May	400,691		$ -
Jun	432,174		$ -
Jul	381,330		$ -
Aug	457,596		$ -
Sept	432,174		$ -
Total	$ 5,084,400	$ 1,681,319	$ 31,190
Cumulative Forecast	$ 1,650,129		
Actual to Forecast	$ 31,190	1.9%	

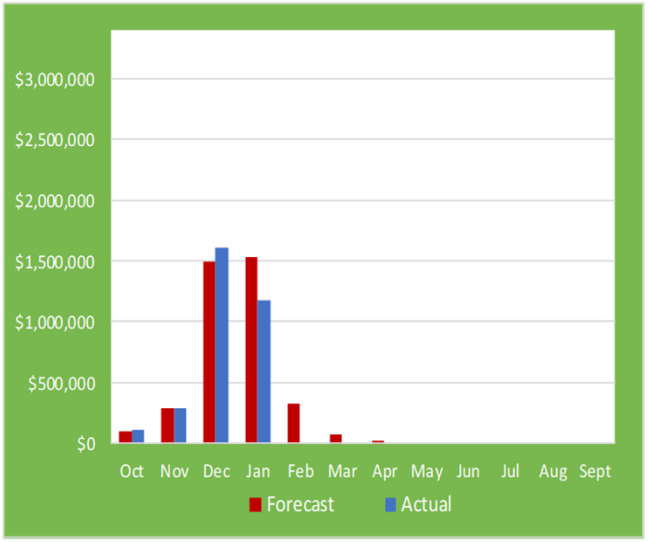


POSITIVE

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 forecasted amounts have been updated to reflect more accurately the amounts received. The actual is 2% grater than forecasted.

PROPERTY TAX REVENUE

Month	FY2020 Forecast	FY2020 Actual	Monthly Variance
Oct	$ 96,182	$ 110,455	$ 14,273
Nov	292,365	288,604	$ (3,761)
Dec	1,500,445	1,610,759	$ 110,314
Jan	1,538,918	1,175,352	$ (363,566)
Feb	323,202		
Mar	76,946		
Apr	19,236		
May	-		
Jun	-		
Jul	-		
Aug	-		
Sept	-		
Total	$ 3,847,294	$ 3,185,170	$ (242,740)
Cumulative Forecast	$ 3,427,910		
Actual to Forecast	$ (242,740)	-7.08%	



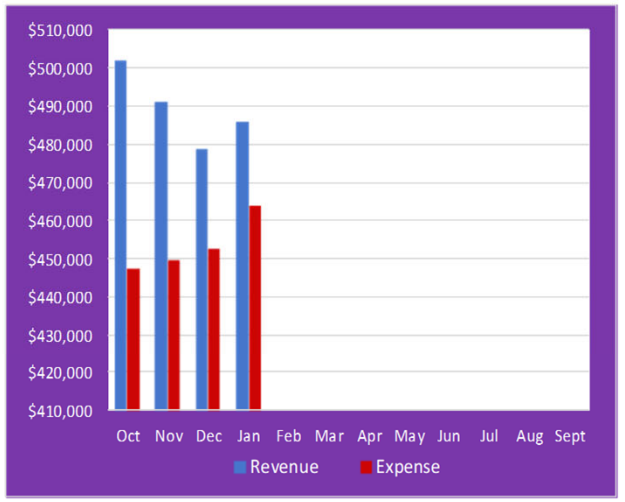
NEGATIVE

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 forecasted amounts were based on FY2019 actual amounts received. The timing of these payments can fluctuate each year. The actual is short the forecast by 7%. This will even out over the next few months. We have consistantly had a 99% collection rate.

OVERALL FUND PERFORMANCE

WATER/WASTEWATER FUND REVENUES VS EXPENSES

Month	FY2020 Revenue	FY2020 Expense	Monthly Variance
Oct	$ 501,916	$ 447,250	$ 54,666
Nov	490,855	449,305	$ 41,550
Dec	478,735	452,449	$ 26,286
Jan	485,721	463,689	$ 22,032
Feb			$ -
Mar			$ -
Apr			$ -
May			$ -
Jun			$ -
Jul			$ -
Aug			$ -
Sept			$ -
Total	$ 1,957,227	$ 1,812,693	$ 144,534
Cumulative Forecast	$ 1,818,429	$ 1,856,084	$ (37,655)
Actual to Forecast $	$ 138,798	$ 43,391	$ 182,189
Actual to Forecast %	7.63%	2.34%	9.97%



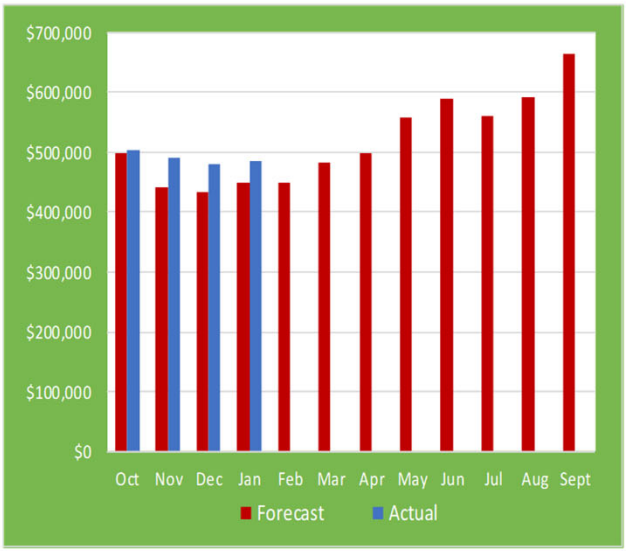
POSITIVE

Water and wastewater fund is 10% net positive. There are several vacant positions in this fund.

REVENUE ANALYSIS

WATER/WASTEWATER REVENUE

Month	FY2020 Forecast	FY2020 Actual	Monthly Variance
Oct	$ 497,087	$ 501,916	$ 4,829
Nov	439,890	490,855	$ 50,965
Dec	433,509	478,735	$ 45,226
Jan	447,943	485,721	$ 37,778
Feb	449,890		
Mar	482,653		
Apr	497,087		
May	558,717		
Jun	589,533		
Jul	560,665		
Aug	591,480		
Sept	663,111		
Total	$ 6,211,565	$ 1,957,227	$ 138,798
Cumulative Forecast	$ 1,818,429		
Actual to Forecast	$ 138,798	7.63%	



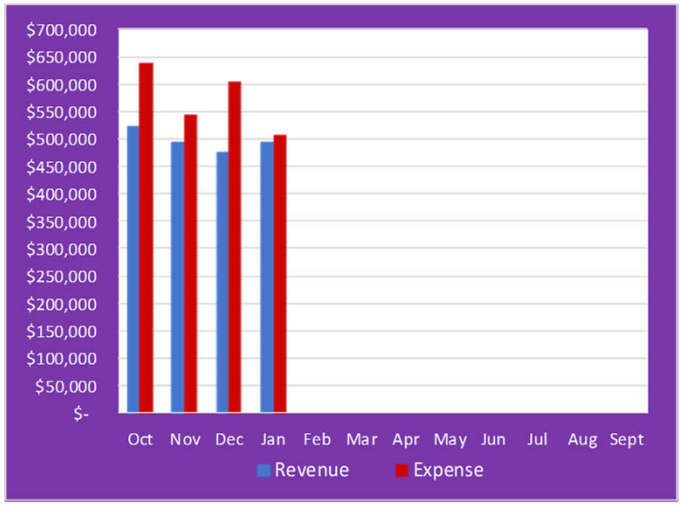
POSITIVE

The water and wastewater actual revenue is higher than forecast by over 7%. There were 8 new meters set this month all residential.

OVERALL FUND PERFORMANCE

ELECTRIC FUND REVENUES VS EXPENSES

Month	FY2020 Revenue	FY2020 Expense	Monthly Variance
Oct	$ 520,687	$ 637,713	$ (117,026)
Nov	493,894	541,649	$ (47,755)
Dec	475,356	604,251	$ (128,895)
Jan	493,218	507,590	$ (14,372)
Feb			$ -
Mar			$ -
Apr			$ -
May			$ -
Jun			$ -
Jul			$ -
Aug			$ -
Sept			$ -
Total	$ 1,983,155	$ 2,291,203	$ (308,048)
Cumulative Forecast	$ 1,982,639	$ 2,355,966	$ (373,327)
Actual to Forecast $	$ 516	$ 64,763	$ 65,279
Actual to Forecast %	0.03%	2.75%	2.77%



POSITIVE

The Electric utility fund is almost 3% net positive actual to forecast. The expense is higher in October due to budgeted annual transfers that were processed during this month. This budget was approved with expenditures exceeding revenues to utilize available fund balance for capital projects and special projects.

REVENUE ANALYSIS

ELECTRIC FUND REVENUE

Month	FY2020 Forecast	FY2020 Actual	Monthly Variance
Oct	$ 517,966	$ 520,687	$ 2,721
Nov	435,450	493,894	$ 58,444
Dec	477,708	475,356	$ (2,352)
Jan	551,515	493,218	$ (58,297)
Feb	425,321		
Mar	531,386		
Apr	524,676		
May	585,063		
Jun	719,257		
Jul	725,966		
Aug	725,966		
Sept	906,288		
Total	$ 7,126,562	$ 1,983,155	$ 516
Cumulative Forecast	$ 1,982,639		
Actual to Forecast	$ 516	0.03%	



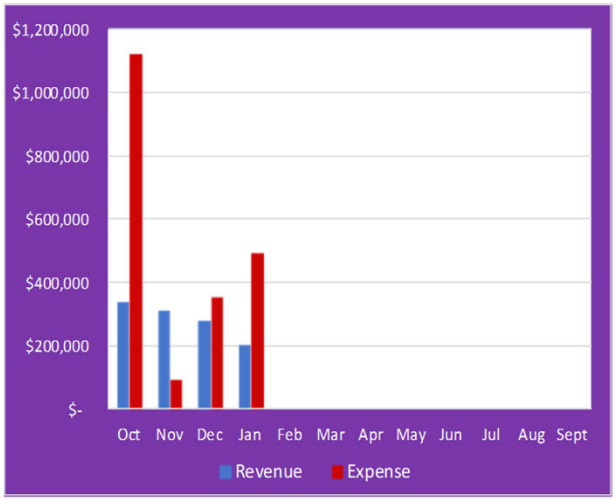
POSITIVE

The Electric utility revenue is breakeven with forecasted revenue. There were 1 new residential meter set and 2 commerical sets this month.

OVERALL FUND PERFORMANCE

HOT TAX FUND REVENUES VS EXPENSES

Month	FY2020 Revenue	FY2020 Expense	Monthly Variance
Oct	$ 332,664	$ 1,120,211	$ (787,548)
Nov	310,199	92,618	$ 217,581
Dec	276,054	354,093	$ (78,039)
Jan	199,844	489,461	$ (289,617)
Feb			
Mar			
Apr			
May			
Jun			
Jul			
Aug			
Sept			
Total	$ 1,118,761	$ 2,056,383	$ (937,623)
Cumulative Forecast	$ 1,153,403	$ 2,616,422	$ (1,463,019)
Actual to Forecast $	$ (34,643)	$ 560,039	$ 525,397
Actual to Forecast %	-3.00%	21.40%	18.40%



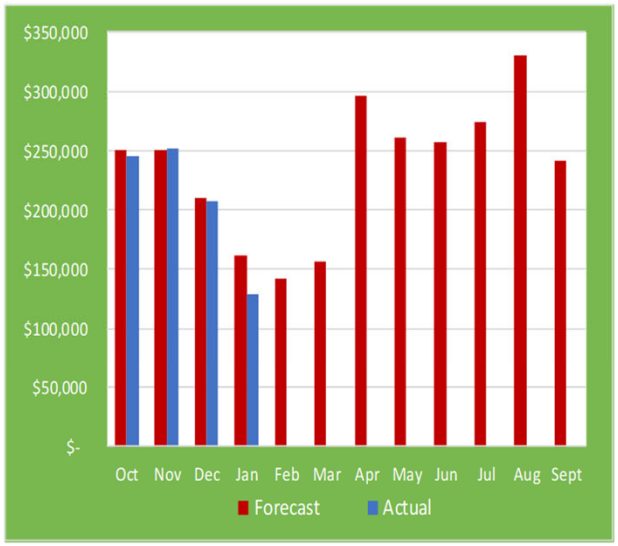
POSITIVE

The HOT Tax fund is 18.4% net positive. Visit Bastrop is paid on a quarterly basis along with funded organizations.

REVENUE ANALYSIS

HOTEL OCCUPANCY TAX REVENUE

Month	FY2020 Forecast	FY2020 Actual	Monthly Variance
Oct	$ 250,522	$ 245,000	$ (5,522)
Nov	250,672	251,784	$ 1,112
Dec	209,500	207,571	$ (1,929)
Jan	161,857	128,943	$ (32,914)
Feb	142,211		
Mar	155,935		
Apr	296,690		
May	260,463		
Jun	256,424		
Jul	274,446		
Aug	330,326		
Sept	241,454		
Total	$ 2,830,500	$ 833,298	$ (39,253)
Cumulative Forecast	$ 872,551		
Actual to Forescast %	$ (39,253)	-4.5%	



WARNING

So far YTD we are 4.5% negative actual to forecast. ***The Hotel Tax revenue YTD is $6,142 less than same time last year.*** This shortage can be attributed to the renovations at the Hyatt Lost Pines Resort.

Legal fees by Attorney/Category

FIRM	CASE	FY17-18	FY18-19	FY19-20
BUNDREN				
	Pine Forest Interlocal	$ 26,612	$ 6,195	$ -
TERRELL LAW FIRM				
	Water permit	$ 135	$ -	$ -
BOJORQUEZ LAW FIRM				
	General legal	$ 245,168	$ 432,931	$ 86,425
	Vandiver	$ 5,079	$ 1,857	$ -
	Pine Forest Interlocal	$ 10,116	$ -	$ 1,275
	Prosecutor	$ 19,633	$ 23,358	$ 6,804
	Water/Wastewater	$ 18,425	$ 46,721	$ 6,578
MULTIPLE FIRMS				
	XS Ranch Bankruptcy	$ 11,770	$ -	$ -
RUSSEL RODRIGUEZ HYDE				
	XS Ranch Water Rights	$ 27,965	$ 6,204	$ -
	Hunters Crossing PID	$ 83,524	$ 89,899	$ 4,588
	Water/Wastewater	$ 910	$ -	$ -
TAYLOR, OLSON, ADKINS, SRALLA & ELAM, LLP				
	Red Light Camera Suit	$ 2,124	$ 717	$ 42
	Total Legal	$ 451,460	$ 607,881	$ 105,712

Summary by Case/Type

Row Labels	Sum of FY17-18	Sum of FY18-19	Sum of FY19-20
General legal	$ 245,168	$ 432,931	$ 86,425
Hunters Crossing PID	$ 83,524	$ 89,899	$ 4,588
Pine Forest Interlocal	$ 36,728	$ 6,195	$ 1,275
Prosecutor	$ 19,633	$ 23,358	$ 6,804
Red Light Camera Suit	$ 2,124	$ 717	$ 42
Vandiver	$ 5,079	$ 1,857	$ -
Water permit	$ 135	$ -	$ -
Water/Wastewater	$ 19,335	$ 46,721	$ 6,578
XS Ranch Bankruptcy	$ 11,770	$ -	$ -
XS Ranch Water Rights	$ 27,965	$ 6,204	$ -
Grand Total	**$ 451,460**	**$ 607,881**	**$ 105,712**

STAFF REPORT

MEETING DATE: February 25, 2020 **AGENDA ITEM**: 6B

TITLE:
Receive Monthly Development Update.

STAFF REPRESENTATIVE:
Ken Flynn, Interim Director of Planning & Development

BACKGROUND/HISTORY:
The Planning and Development Department's mission is preserving the past, while facilitating growth and quality of life in harmony with the vision for the City of Bastrop's future. The purpose of the department is to maximize community strengths and minimize weaknesses; protect property rights and enhance property values; anticipate growth and provide adequate public facilities and services; balance economic growth with quality of life issues; and avoid unmanageable concentrations or dispersal of population.

POLICY EXPLANATION:
Regular update for City Council and community regarding planning and development related items.

ATTACHMENT:
- PowerPoint presentation



Monthly Development Update

BASTROPTX
Heart of the Lost Pines / Est. 1832

Planning and Development

Mission and Purpose

Mission:

Preserving the past while facilitating growth and quality of life in harmony with the vision for the City of Bastrop's future.

Purpose:

To maximize community strengths and minimize weaknesses; protect property rights and enhance property values; anticipate growth and provide adequate public facilities and services; balance economic growth with quality of life issues; and avoid unmanageable concentrations or dispersal of population.

BASTROPTX
Heart of the Lost Pines / Est. 1832

January 24 – February 14
Activity Matrix

	January	FYTD
Counter Visits	98	692
Permits Issued	51	316
Pre-Application Meetings	8	36
Pre-Development Meetings	17	52

BASTROPTX
Heart of the Lost Pines / Est. 1832

New Certificate of Occupancy

- 1006 Unit A – Lucky Beats

Ongoing Commercial Projects

- **365 Self Storage - 510 W SH 71**



BASTROPTX
Heart of the Lost Pines / Est. 1832

Ongoing Commercial Projects

- **Family Dollar – 1104 State Highway 95**



BASTROPTX
Heart of the Lost Pines / Est. 1832

Residential Projects

- Pecan Park
  - 282 lots
- Piney Creek Bend
  - 77 lots
- The Preserve at Hunter's Crossing
  - 140 units

BASTROPTX
Heart of the Lost Pines / Est. 1832



BUILDING BASTROP

HONORING OUR AUTHENTIC PAST.
PLANNING FOR OUR SUSTAINABLE FUTURE.

Questions or Comments?

BASTROPTX
Heart of the Lost Pines / Est. 1832

STAFF REPORT

MEETING DATE: February 25, 2020 **AGENDA ITEM**: 7

TITLE:

CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. To address the Council, please submit a fully completed request card to the City Secretary prior to the beginning of the Citizens' Comment portion of the Council meeting. 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 Staff for research and possible future action.

To address the Council concerning any item on the agenda, please submit a fully completed request card to the City Secretary prior to the start of the meeting.

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: February 25, 2020 **AGENDA ITEM**: 8A

TITLE:
Consider action to approve City Council minutes from February 11, 2020, Regular Meeting.

STAFF REPRESENTATIVE:
Trey Job, Acting 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 February 11, 2020, Regular Meeting.

ATTACHMENTS:
- February 11, 2020, DRAFT Regular Meeting Minutes.

FEBRUARY 11, 2020

The Bastrop City Council met in a Regular Meeting on Tuesday, February 11, 2020, at 6:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were Mayor Schroeder, Mayor Pro Tem Nelson and Council Members Jackson, Ennis, Rogers and Peterson. Officers present were Acting City Manager Trey Job, City Secretary Ann Franklin and City Attorney, Alan Bojorquez.

CALL TO ORDER
At 6:30 p.m. Mayor Schroeder called the meeting to order with a quorum being present.

PLEDGE OF ALLEGIANCE
Elizabeth Hoover, Isabele Kessler and Jamie Green, Girl Scout Troop #42805, Led the Pledges.

INVOCATION
Robert Wellington, Police Chaplain, gave the invocation.

PRESENTATIONS

4A. Mayor's Report

4B. Councilmembers' Report

4C. City Manager's Report

4D. Receive Annual Racial Profiling Report from the Bastrop Police Department.
Presentation was made by Interim Chief, Clint Nagy.

4E. Receive an update on projects submitted to Capital Area Metropolitan Planning Organization for the Regional Transportation Plan.
Presentation was made by Tony Buonodono.

5. WORK SESSION/BRIEFINGS

5A. Discussion regarding establishing an Arts and Culture Commission Working Group to begin the implementation of the Cultural Arts Master Plan (CAMP).
Discussion was held. The Mayor stated Council Member Ennis has been chosen to Chair the Arts and Culture Commission Working Group.

STAFF AND BOARD REPORTS

6A. Update regarding Emergency Management Performance Grant program.
Presentation was made by Fire Chief, Andres Rosales.

CITIZEN COMMENTS - NONE

CONSENT AGENDA

A motion was made by Council Member Rogers to approve Item 8A listed on the Consent Agenda after being read into the record by Mayor, Connie Schroeder. Seconded by Council Member Jackson, motion was approved on a 5-0 vote.

8A. Consider action to approve City Council minutes from January 28, 2020, Regular Meeting.

ITEMS FOR INDIVIDUAL CONSIDERATION

9A. Hold public hearing and consider action to approve the first reading of Ordinance No. 2020-03 of the City Council of the City of Bastrop, Texas amending the Development Manual and Article 4.2 Plat Requirements of the Bastrop Building Block (B3) Technical Manual as shown in Exhibit A; establishing findings of fact, adoption and amendment, a repealing clause, severability, and enforcement; and providing an effective date and move to include on the Consent Agenda of the February 25, 2020 City Council meeting.
Presentation was made by Planner II, Allison Land.

Open public hearing.

Close public hearing.

A motion was made by Mayor Pro Tem Nelson to approve the first reading of Ordinance No. 2020-03 with the following additions, seconded by Council Member Ennis, motion was approved on a 5-0 vote.

The addition was to include the Iredell Historic District and the Bastrop Commercial National Historic District.

9B. Consider action to approve Resolution No. R-2020-16 of the City Council of the City of Bastrop, Texas approving the Bastrop Police Department to apply for a grant from the 2020 Capital Area Council of Governments (CAPCOG) Department of Justice (DOJ) grant for a major/critical scene lighting system at a total cost of Ten Thousand Nine Hundred Forty-Eight dollars 97/100 ($10,948.97) with no matching funds from the City of Bastrop; authorizing the Interim Chief of Police as the Grantee's Authorized Official; providing for a severability clause; and establishing an effective date.
Presentation was made by Interim Chief, Clint Nagy.

A motion was made by Council Member Jackson to approve Resolution No. R-2020-16, seconded by Council Member Ennis, motion was approved on a 5-0 vote.

9C Consider action to approve Resolution No. R-2020-17 of the City Council of the City of Bastrop, Texas, appointing Mayor Pro Tem Nelson as the City of Bastrop's Clean Air Coalition representative as required in Article II of the Clean Air Coalition of the **Capital Area Council of Governments by-laws; and establishing an effective date.**

A motion was made by Council Member Ennis to approve Resolution No. R-2020-17, seconded by Council Member Peterson, motion was approved on a 5-0 vote.

9D Consider action to approve Resolution No. R-2020-18 of the City Council of the City of Bastrop, Texas, authorizing the Bastrop Fire Department to accept donations for renovations to Fire Station One (1) in the amount of twelve thousand five hundred dollars and zero cents ($12,500.00); authorizing the Fire Chief to accept the donation as the authorized official; providing for a severability clause; and establishing an effective date.
Presentation was made by Fire Chief, Andres Rosales.

A motion was made by Council Member Rogers to approve Resolution No. R-2020-18, seconded by Council Member Peterson, motion was approved on a 5-0 vote.

9E. Consider action to confirm appointment by the Mayor of Acting City Manager Trey Job to Place 1 on the Hunters Crossing Local Government Corporation Board.
A motion was made by Mayor Pro Tem Nelson to approve Resolution No. R-2020-20 to appoint Acting City Manager Trey Job to Place 1 on the Hunter's Crossing Local Government Corporation Board, seconded by Council Member Ennis, motion was approved on a 5-0 vote.

EXECUTIVE SESSION

The City Council met at 7:57 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

10A. City Council shall convene into closed executive session for a briefing pursuant to Texas Government Code Sections 551.071, .72, and .087 regarding legal, real estate, and economic development aspects of possible vendor space at Fisherman's Park.

10B. Pursuant to Chapter 551.071 and 551.074, consultation with attorney regarding research firm for interim City Manager.

10C. City Council shall convene into closed executive session for a Legal Briefing by the City Attorney pursuant to Texas Government Code Section 551.071 regarding the status of 2505 Main Street, Bastrop Estates' compliance with the 2019 settlement agreement.

10D. Pursuant to Chapter 551.071, consultation with attorney regarding contract terms and legal agreement with National Sign Plazas, Inc.

The Bastrop City Council reconvened at 9:35 p.m. into open (public) session.

TAKE ANY NECESSARY OR APPROPRIATE ACTION ON MATTERS POSTED FOR CONSIDERATION IN CLOSED/EXECUTIVE SESSION
No action taken.

ADJOURNMENT

Adjourned at 9:25 p.m. without objection.

APPROVED: ATTEST:

_____ _____

Mayor Connie B. Schroeder City Secretary Ann Franklin

The Minutes were approved on February 25, 2020, by Council Member motion, Council Member second. The motion was approved on a vote.

STAFF REPORT

MEETING DATE: February 25, 2020 **AGENDA ITEM:** 8B

TITLE:
Consider action to approve the second reading of Ordinance No. 2020-03 of the City Council of the City of Bastrop, Texas amending the Development Manual and Article 4.2 Plat Requirements of the Bastrop Building Block (B3) Technical Manual as shown in Exhibit A; establishing findings of fact, adoption and amendment, a repealing clause, severability, and enforcement; and providing an effective date.

STAFF REPRESENTATIVE:
Allison Land, Planner II

BACKGROUND/HISTORY:
With the adoption of the Bastrop Building Block (B^3) Code and the B^3 Technical Manual (B^3TM), a Development Manual is required to ensure that application requirements and technical details are clearly communicated so applications are submitted in a concise and organized manner.

Additionally, House Bill 3167 of the 86th Session of the Texas Legislature requires that a subdivision development plan, subdivision construction plan, site plan, land development application, site development plan, preliminary plat, general plan, final plat, and replat be approved, approved with conditions, or disapproved by staff and/or Planning & Zoning Commission within 30 days of submission or it is deemed approved by inaction. These checklists enable staff to perform a Completeness Check to ensure all required elements have been submitted for a full review.

The Plat Checklist adds some plat notes for the ETJ, corrects typos, corrects signature block requirements, and corrects requirements for amending and minor plats.

Article 4.2 Plat Requirements also included the full checklist for plat submittal requirements. This section will be amended to refer back to the Development Manual in order to reduce duplicate information.

The Site Development Plan Checklist adds the Bastrop Fire Department general notes and cleans up wording in some sections.

The MUD Public Improvement Checklist was created to allow Staff the ability to appropriately require City standards where needed and reference the MUD and its specific conditions where needed.

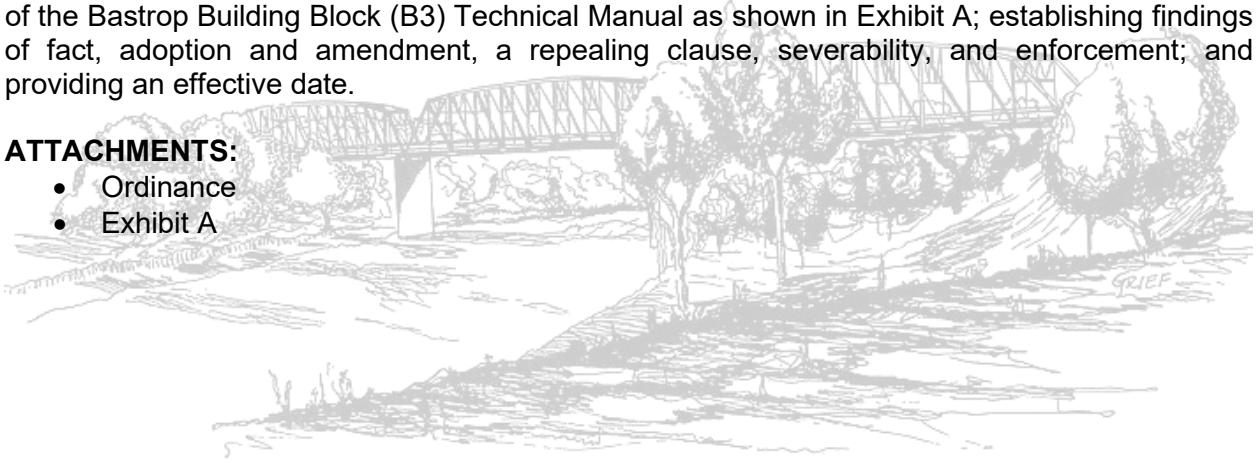
POLICY EXPLANATION:
Texas Local Government Code Chapter 212, Subchapter A. Regulation of Subdivisions, Section 212.002 Rules grants authority to a governing body of a municipality, after conducting a public hearing on the matter, to adopt rules governing plats and subdivisions of land within the municipality's jurisdiction to promote the health, safety, morals, or general welfare of the municipality and the safe, orderly, and healthful development of the municipality.

FUNDING SOURCE: N/A

PLANNING & ZONING COMMISSION RECOMMENDATION:
The Commission recommended approval of the amendments by a vote of 7 to 0 with an item added for property within the Iredell Historic District or the Bastrop Commercial National Historic District to the Building Elevation section of the Site Development Plan Checklist. This would reflect the requirement to comply with exterior building material requirements in historic districts.

RECOMMENDATION:
Consider action to approve the second reading of Ordinance No. 2020-03 of the City Council of the City of Bastrop, Texas amending the Development Manual and Article 4.2 Plat Requirements of the Bastrop Building Block (B3) Technical Manual as shown in Exhibit A; establishing findings of fact, adoption and amendment, a repealing clause, severability, and enforcement; and providing an effective date.

ATTACHMENTS:
- Ordinance
- Exhibit A



ORDINANCE 2020-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AMENDING THE DEVELOPMENT MANUAL AND ARTICLE 4.2 PLAT REQUIREMENTS OF THE BASTROP BUILDING BLOCK (B3) TECHNICAL MANUAL AS SHOWN IN EXHIBIT A; ESTABLISHING FINDINGS OF FACT, ADOPTION AND AMENDMENT, A REPEALING CLAUSE, SEVERABILITY, AND ENFORCEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop, Texas ("City") is a Home-Rule City acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the Bastrop City Council ("City Council"), as a duly-elected legislative body, finds that it is facing significant historic and contemporary land use challenges that existing regulations were not designed to address; and

WHEREAS, House Bill 3167 of the 86th Session of the Texas Legislature requires that a subdivision development plan, subdivision construction plan, site plan, land development application, site development plan, preliminary plat, general plan, final plat, and replat be approved, approved with conditions, or disapproved by staff and/or Planning & Zoning Commission within 30 days of submission or it is deemed approved by inaction; and

WHEREAS, Texas Local Government Code Chapter 212, Subchapter A. Regulation of Subdivisions, Section 212.002. Rules grants authority to a governing body of a municipality, after conducting a public hearing on the matter, to adopt rules governing plats and subdivisions of land within the municipality's jurisdiction to promote the health, safety, morals, or general welfare of the municipality and the safe, orderly, and healthful development of the municipality; and

WHEREAS, Bastrop Building Block (B3) Code and the B3 Technical Manual (B3TM) - Purpose, Authority and Jurisdiction, require a Development Manual, and City Council adopted a Development Manual dated November 12, 2019; and

WHEREAS, A checklist specific to Municipal Utility Districts (MUDs) increases effective communication of submittal expectations; and

WHEREAS, Updates to the Plat Checklist and Site Development Plan Checklist clarify standards and requirements of adopted Codes to applicants; and

WHEREAS, The B3 Technical Manual and Development Manual strive to provide streamlined information that does not create conflicting guidance.

DRAFT

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 Ordinance by reference as findings of fact as if expressly set forth herein.

SECTION 2. ADOPTION AND AMENDMENT The City Council hereby amends the Development Manual and Bastrop Building Block Technical Manual adopted November 12, 2019, as attached in Exhibit A.

The Plat Checklist is replaced with the updated Plat Checklist. The Site Plan Checklist is replaced by the updated Site Development Plan Checklist. The Municipal Utility District (MUD) Public Improvement Plan Checklist is added after the Public Improvement Plan Checklist.

Redundant information is removed from the Bastrop Building Block Technical Manual.

SECTION 3. REPEALER In the case of any conflict between the other provisions of this Ordinance and any existing Ordinance of the City, the provisions of this Ordinance will control.

SECTION 4. SEVERABILITY If any provision of this 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 Ordinance that can be given effect without the invalid provision.

SECTION 5. ENFORCEMENT The City shall have the power to administer and enforce the provisions of this ordinance as may be required by governing law. Any person violating any provision of this ordinance is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance.

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 6. EFFECTIVE DATE This Ordinance shall take effect immediately upon passage and publication.

DRAFT

READ and APPROVED on First Reading on the 11th day of February 2020.

READ and ADOPTED on Second Reading on the 25th day of February 2020.

APPROVED:

_____

Connie B. Schroeder, Mayor

ATTEST:

_____

Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____

Alan Bojorquez, City Attorney

DRAFT

City of Bastrop, Texas

Site Development Plan Checklist

Planning Department ● 1311 Chestnut Street ● 512-322-8840

APPLICANT:			OFFICIAL USE ONLY	
Included in Submittal	PER ORDINANCE 2020-03, ADOPTION OF CITY OF BASTROP DEVELOPMENT MANUAL, SITE PLAN REQUIREMENTS ARE AS FOLLOWS:		Meets Standard	Does Not Meet Standard
		SITE DEVELOPMENT PLAN SUBMITTAL REQUIREMENTS		
	1	Completed and signed Application		
	2	Agent Authorization Form if Applicant is not the Property Owner		
	3	Location map highlighting the subject property in context of the surrounding area		
	4	Copy of deed showing current ownership		
	5	Copy of current statement of account showing taxes have been paid.		
	6	Six (6) paper copies of the Site Development Plan with all Required Details listed in the section below. Plans shall be on 24" x 36" sheets collated and folded into 8½" x 11" or stapled and rolled neatly. All pages must be oriented the same direction.		
	7	Copy of the Approved Final Drainage Plan – attached to the plan sheets		
	8	Copy of the Approved Final Utility Plan – attached to the plan sheets		
	9	Paper copy of a Bastrop Fire Dept. (BFD) witnessed fire hydrant flow test report that is less than 1 year old (IFC 507.1 and 507.4)		
	10	Digital Submittal – Labeled CD/DVD or flash drive PDF 1 – Combined Application and Checklist Items PDF2 – Combined plan sheets for Required Details		
	11	Site Development Plan filing fee		
	12	Two (2) copies of TIA and TxDOT permits when required		
	13	Three (3) copies of a letter outlining Planned Development Requirements and how those requirements are addressed on the Site Development Plan when required		
	14	If any required fire code requirements cross into a property other than the owners, a joint-use access agreement or unified development agreement shall be provided and recorded		
	15	For projects involving an Alternative Method of Compliance (AMoC); documentation showing that an alternate method has been approved per IFC 104.8 and 104.9.		
	16	Stamped and signed plans by Texas Professional Engineer.		
		SITE DEVELOPMENT PLAN DETAIL REQUIREMENTS		
	1	**COVER SHEET**		
	1.1	Project Name		
	1.2	Contact name and information for property owner, engineer, surveyor, and any other parties responsible in preparing the Site Development Plan		
	1.3	Signature blocks for Owner, City Engineer, Fire Department, and Director of Planning and Development. See Signature Blocks section below.		
	1.4	Fire Department cover sheet table. See BFD Table in section below		
	1.5	List of ordinances or codes that the site was designed using		
	1.6	List of jurisdiction and service providers for the site		
	1.7	Date of preparation and any subsequent revisions (Revision Table)		
	1.8	North arrow, graphic and written scale in close proximity		

	1.9	Small scale location map showing the location of the property		
	1.10	Legend depicting all symbols used on all pages. Legend shall be replicated as needed on multiple pages.		
	2	**FINAL PLAT SHEET**		
	2.1	Copy of Final Plat. Note recordation information or if plat is under review.		
	3	**OVERALL SITE PLAN SHEET**		
	3.1	**Site Data Summary Chart to include the following:** 1. Existing zoning 2. Gross acreage and net acreage 3. Percentage of impervious coverage (building footprint and impervious areas) 4. Area of open space 5. Open space as a percentage 6. Gross building area 7. Total building area by floor 8. Square footage broken down by use 9. Parking spaces required and provided. Provide location, if offsite. 10. Number of proposed lots 11. Residential density		
	3.2	Location of existing and proposed building(s), structure(s) or other improvement(s), as well as proposed modifications of the external configuration of the building(s), structure(s) or improvement(s)		
	3.3	Entrances and exits to the buildings		
	3.4	Required front, side, and rear setbacks from property lines		
	3.5	Existing or proposed easements or right of way, within or abutting the lot where the development is being proposed		
	3.6	The dimensions of any street, sidewalk, alley, accessibility route, or other part of the property intended to be dedicated to public use. These dedications must be made by separate instrument and referenced on the Site Development Plan		
	3.7	On and off-site circulation (including truck loading and pickup areas) and fire lanes		
	3.8	All types of surfacing (asphalt, brick, concrete, sod, crushed granite) not under roof		
	3.9	Location of dumpster and screening with materials		
	3.10	Required parking with dimensions given for layout; location, if off-site.		
	3.11	The location and ownership of adjacent properties		
	3.12	The location and boundary of any regulatory floodplain or floodway		
	3.13	All improvements located in the ROW		
	3.14	Curb return radii of all driveways and access aisles		
	3.15	Safety barriers, fencing, wheel stops, curbing or other restrictive barriers adjacent to driveways, aisles, maneuvering, or parking areas		
	3.16	All existing or proposed driveways		
	3.17	Dimensions from each driveway from property lines, intersections, or other driveways. Distances shall be measured from the nearest radii		
	3.18	Acceptable scale: 1” = 40’, 1” = 100’, or similar		
	4	**LANDSCAPE PLAN SHEET**		
	4.1	Location, size and species of all trees to be preserved		
	4.2	Tree protection plan		
	4.3	Location of all plant and landscaping material to be used, including plants, paving, benches, screens, fountains, statues, earthen berms, ponds (to include depth of water), topography of site		
	4.4	Species of all plant material to be used		
	4.5	Size of all plant material to be used		
	4.6	All types of surfacing (asphalt, brick, concrete, sod, crushed granite) not under roof		
	4.7	Spacing of plant material where appropriate		
	4.8	Layout and description of irrigation, sprinkler, or water systems including placement of water sources		

	4.9	Description of maintenance provisions		
	4.10	Person(s) responsible for the preparation of the landscape plan		
	4.11	Vegetative Screening: Planted height, full growth height, distance between plants		
	4.12	60-foot radius around each tree to show there is one tree within 60 feet of every parking space		
	4.13	List of all plants to be used, legend, and location of all plants and landscape elements		
	4.14	Location of screening with dimensions and material used		
	4.15	Required Note: Irrigation plans require separate permits – approval of Site Development Plan does not constitute approval of any included irrigation plans or elements of the Landscape Plan.		
	5	**BUILDING ELEVATIONS SHEET**		
	5.1	Dimensioned architectural renderings or elevations of all proposed buildings and structures, including dumpster enclosure.		
	5.2	If property is in a historic district, such as the Iredell Historic District or the Bastrop Commercial Historic District, or is a designated historic landmark, a Certificate of Appropriateness will be required. Building Exteriors shall follow the standards outlined in the Pattern Book.		
	6	**FIRE ACCESS AND CONTROL PLAN SHEET**		
	6.1	Curb markings and/or signs indicating No Parking – Fire Zone on the designated fire lane		
	6.2	The location of any existing and proposed fire hydrants		
	6.3	Note if any of the buildings required to have an automatic fire sprinkler system (IFC 903)		
	6.4	The location of the fire sprinkler riser room labeled, if applicable. (IFC 901.4.6/105.4.2)		
	6.5	Distance between all exterior building walls and all required fire apparatus access areas. (IFC 503.1)		
	6.6	Location of motorized gates in the path of a fire lane have been labeled and provided with a Knox key switch, if applicable. (IFC 503.6)		
	6.7	Show any fuel tanks to be stored on site and indicate the volume, type of fuel, and tank construction standard (propane, gasoline, diesel, etc.). (IFC 5001.5.1 SUB 6)		
	6.8	Show location of any diesel-fueled emergency generators and the UL listing number of the tank, the fuel capacity of the tank in gallons, and fuel tank impact protection. (IFC 5001.5.2)		
	7.0	**LIGHTING PLAN SHEET**		
	7.1	Detailed lighting plan showing locations, types, and fixtures. Plan shall include both freestanding and wall mounted lighting		
	7.2	Photometric plan for the proposed site extending out to the property lines		
	8.0	**TRAFFIC CONTROL & PEDESTRIAN SAFETY SHEET**		
	8.1	Temporary Traffic Control Plan for any impacted (closed or reduced width) roadways.		
	8.2	Barricade Summary Table including impacted roadway, roadway classification, street intersection, planned improvements, traffic control detail plan sheet, allowed barricade times, and duration.		
	8.3	Temporary pedestrian route/protection if pedestrian route is impacted.		
	8.4	Provide calculations, if overhead fall protection is proposed.		
	8.5	Safety fencing to prevent public access to construction activities.		
	8.6	Sealed by a Texas Professional Engineer.		
		SUPPLEMENTAL REQUIREMENTS		
	1.	Site Development Plan cannot be approved until Final Plat is recorded.		
	2.	Site Development Plan must be prepared by a licensed and registered professional land surveyor and/or a licensed professional engineer.		

	3.	Building permits will not be issued for any development until the Site Development Plan is approved.		
	4.	Property taxes must be paid prior to approval of plan.		
	5.	Required General Note: Signs require separate permits – approval of the Site Development Plan does not constitute approval of any included sign plans or elements.		
	6.	The following table illustrates the requirements of the Bastrop Fire Department in each line item: (MUST SHOW ON COVER SHEET)		

Bastrop Fire Department	
Fire Design Codes	*International Fire Code Edition with adopted appendices*
Fire Flow Demand @ 20 psi (gpm)	*Most demanding building's calculated fire flow demand – 2018 IFC Appendix B, Table B105.1 – Based on SF and Construction Type*
Intended Use	*Most demanding building's intended use*
Construction Classification	*Most demanding building's IBC construction classification*
Building Fire Area (S.F.)	*Most demanding building's fire area in gross square feet (all floor levels combined) per 2018 IFC Appendix B.*
Automatic Fire Sprinkler System Type (If applicable)	*The sprinkler system type that is in the most demanding building's fire area - NFPA 13, NFPA 13R or NFPA 13D*
Reduced Fire Flow Demand @ 20 psi for having a sprinkler system (gpm) (If applicable)	*Reduced fire flow demand, as permitted by BFD and Appendix B.*
Fire Hydrant Flow Test Date	*Not more than 1 yr from the date of Site Development Plan submittal*
Fire Hydrant Flow Test Location	*Block and Street Name*
Alternative Method of Compliance AMOC (If applicable)	*AMOC number and the date the AMOC was approved by the City.*

	7.	Signature blocks shall be placed on the Site Development Plan. Signature blocks shall also be placed for any additional entities responsible in preparing the Site Development Plan. The following are the approved signature blocks:		
		The certificate of the licensed public surveyor: THE STATE OF TEXAS § COUNTY OF BASTROP § KNOW ALL MEN BY THESE PRESENTS That I, _____do hereby certify that I prepare this plat from an actual and accurate on-the-ground survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Bastrop, Texas. _____ Signature and Seal of Registered Public Surveyor with date.		
		Owner's Signature Block: As owner of this property, I promise to develop and maintain this property as described by this plan. _____ _____ Name of Owner/Trustee Date		
		City Approval Signature Block: All responsibility for the adequacy of these plans remains with the engineer who prepared them. In accepting these plans, the City of Bastrop must rely upon the adequacy of the work of the design engineer. Accepted for Construction: _____ _____ Director of Planning and Development Date _____ _____ City of Bastrop Engineer Date _____ _____ City of Bastrop Fire Department Date		
		Signed and sealed certification of the licensed engineer who prepared the Site Development Plan: I, _, do hereby certify that the information contained in these engineering documents are complete, accurate, and adequate for the intended purposes, including construction, but are not authorized for construction prior to formal City approval. _____ Signature and Seal of Registered Engineer with date		

	9.0	Bastrop Fire Department General Notes		
	9.1	The Bastrop Fire Department requires final asphalt or concrete pavement on required access roads prior to the start of combustible construction. Any other method of providing "all-weather driving capabilities" shall be required to be documented and approved as an alternate method of construction in accordance with the applicable rules for temporary roads.		
	9.2	Fire hydrants shall be installed with the center of the large diameter hose connection (steamer) located at least 18 inches above finished grade. The steamer opening of fire hydrants shall face the approved fire access driveway or public-street and set back from the curb line(s) an approved distance, typically three (3) to six (6) feet. The area within three (3) feet in all directions from any fire hydrant shall be free of obstructions and the area between the steamer opening and the street or driveway giving emergency vehicle access shall be free of obstructions.		
	9.3	Timing of installations: When fire protection facilities are installed by the contractor, such facilities shall include surface access roads. Emergency access roads or drives shall be installed and made serviceable prior to and during the time of construction. When the Fire Department approves an alternate method of protection, this requirement may be modified as documented in the approval of the alternate method.		
	9.4	All emergency access roadways and fire lanes, including pervious/decorative paving, shall be engineered and installed as required to support the axle loads of emergency vehicles. A load capacity sufficient to meet the requirements for HS-20 loading (16 kips/wheel) and a total vehicle live load of 80,000 pounds is considered compliant with this requirement.		
	9.5	Fire lanes designated on site plans shall be registered with the Bastrop Fire Department and inspected for final approval.		
	9.6	The minimum vertical clearance required for emergency vehicle access roads or drives is 13 feet - 6 inches for the full width of the roadway or driveway.		
	9.7	Dumpsters and containers with an individual capacity of 1.5 cubic yards or more shall not be stored in buildings or placed within ten feet of combustible walls, openings, or combustible roof eave lines.		
	9.8	Underground Main Notes - To be provided on the Utility Plan Sheet: A. Underground mains supplying NFPA 13 and NFPA 13R sprinkler systems must be installed and tested in accordance with NFPA 13 and the Fire Code, by a licensed sprinkler contractor holding a SCR-U registration through the State Fire Marshal's Office. The entire main must be hydrostatically tested at one time, unless isolation valves are provided between tested sections. B. Underground mains supplying private hydrants must be installed and tested in accordance with NFPA 24 and the Fire Code, by a licensed sprinkler contractor holding a SCR-U registration through the State Fire Marshal's Office. The entire main must be hydrostatically tested at one time, unless isolation valves are provided between tested sections.		

City of Bastrop, Texas
Plat Checklist

Planning Department • 1311 Chestnut Street • 512-332-8840

PER ORDINANCE 2020-03, ADOPTION OF CITY OF BASTROP DEVELOPMENT MANUAL, PLAT REQUIREMENTS ARE AS FOLLOWS:

The sub-divider shall submit a plat of the entire area being subdivided. Each Submittal Package shall contain the following documents in order to be deemed complete. If all items are not present, the submission will not be accepted. The submission will be considered a filed application on the next uniform submittal date after which the submission has been considered administratively complete.

A.	Completed and signed Planning Application.
B.	Agent Authorization Letter.
C.	Signed Project Description Letter explaining proposed project, including number of lots existing and proposed, and if those lots are residential or commercial. If submission is for Vacating Plat, the Project Description Letter must provide evidence that the current plat does not meet the proposed development, granting the vacation would not be detrimental to the public health, safety, or welfare or otherwise injurious to the other property in the area, does not substantially conflict with the Comprehensive Plan and the purposes of the Code, and would not generally apply to other properties in the area and contain signatures of owners of all lots within the original subdivision, if not under common ownership.
D.	Bastrop Central Appraisal District Map highlighting the subject property.
E.	Copy of deed showing current ownership.
F.	Certified Tax Statement showing taxes have been paid.
G.	Plat prints, collated and folded: Eight (8) 24” X 36”.
H.	Eight (8) prints of the approved Preliminary Drainage Study as required in Section 4.10.6, if submitting a preliminary plat. (Ordinance No. 2019-26)
I.	Eight (8) prints of the utility schematic/plan.
J.	Eight (8) copies of letter outlining Planned Development requirements and how those required are addressed on the plat, if zoning is derived from a Planned Development.
K.	Utility Easement Release approvals from all utility providers.
L.	Proof of ability to serve by each proposed utility or completed utility evaluation by the City if utility is provided by the City.
M.	Digital Submittal: Digital submittals shall be provided on a labeled CD/DVD or flash drive in the format specified below in addition to the hard copy submittal. Application will not be accepted if not in the specified format listed below. The CD/DVD or flash drive will not be returned to the applicant.
	1. PDF 1 – Main Application Materials shall be one document and include a title page called Application – (Specify Project Name), Completed Application, Agent Authorization Form, and Project Description Letter.
	2. PDF 2 – Plats & Utilities plans shall be one document and include a title page called Plat Details – (Specify Project Name), Plat(s), drainage study, and utility schematics.
	3. PDF 3 – Remaining Checklist Items shall be one document and include a title page called Checklist Items – (Specify Project Name), tax map, deed(s), tax certificate, and Planned Development Information (if applicable).
	4. GIS or AutoCAD Files – should include files that show new parcel layout and easements formatted in a GIS geodatabase file or shape file; AutoCAD dwg file spatially referenced using NAD_1983_StatePlane_Texas_Central_FIPS_4203_Feet. Files should be titled Parcels_ProjectName and Easements_ProjectName.

N.	Plat filing fee shall be paid at the time of the submission as set forth in City of Bastrop Code of Ordinances – Appendix A.
O.	Copy of original plat, if filing an amending plat or replat.
P.	Proof of approved variances, if any.
Q.	All other required submittals and approvals required by the B³ Code chapter.
R.	For Final Plat, proof that all contractors have been paid.
S.	For Minor Plats in the ETJ, drainage calculations showing that the lots will not exceed 60% impervious cover.

	4.10.8A. - PLAT DETAIL	Amending	Minor	Replat	Preliminary Plat	Final Plat
1	The name of the subdivision, which shall not duplicate an existing or pending subdivision.	X	X	X	X	X
2	The total acreage and the proposed total number of lots and blocks within the subdivision and the total acreage of rights-of-way.	X	X	X	X	X
3	The name of the owner and address. If the owner is a partnership, corporation or other entity other than an individual, the name of the responsible individual such as president or vice-president must be given.	X	X	X	X	X
4	The name of the licensed public surveyor and licensed engineer, when required, responsible for preparing the plat.	X	X	X	X	X
5	Scale: 1” = 100’.	X	X	X	X	X
6	North arrow, north to be at top of sheet, if possible.	X	X	X	X	X
7	Legend, depicting all symbols, located beside the plat sketch.	X	X	X	X	X
8	Date, revision block, and each revision shall bear a new date.	X	X	X	X	X
9	Applicable Plat Notes as shown in Section 4.10.4	X	X	X	X	X
10	Ownership boundaries shall be drawn in very heavy lines and shall include overall dimension and bearings.	X	X	X	X	X

	4.10.8A. - PLAT DETAIL	Amending	Minor	Replat	Preliminary Plat	Final Plat
11	Adjacent boundary lines and adjacent right-of-way lines of the proposed subdivision drawn with dashed lines.	X	X	X	X	X
12	A tie to an original corner of the tract of land of which subdivision is a part.	X	X	X	X	X
13	Name and location of adjacent subdivision, streets, easements, pipelines, water courses, etc. and the property lines and name of all adjoining property owners.	X	X	X	X	X
14	Name and location of adjacent subdivisions, streets, and property lines.	X			X	X
15	Existing and proposed topographic and planimetric features within the subdivision, including water courses and ravines, high banks, width of existing and proposed easements and any other physical features pertinent to the subdivision. Contour lines at two (2) foot intervals in terrain with a slope of two (2) percent or less and five (5) foot intervals in terrain with slope greater than two (2) percent, to be a separate exhibit or removed prior to recordation.	X	X	X	X	X
16	Existing transportation features within the subdivision including the location and width of right-of-way, streets, alleys and easements.	X	X	X	X	X
17	Proposed features to be dedicated for public use including location, right-of-way, pavement width, surfacing, and name of streets; approximate width and depth of all lots; and location of building lines, alleys, parks, squares, public easements, sanitary facilities, utilities, and sanitary control easements.	X	X	X	X	X
18	Lot and block lines and numbers of all lots and blocks proposed to be created with complete dimensions for front, rear and side lot lines.	X	X	X	X	X
19	Floodway, 100-year flood plain and finish floor elevation.	X	X	X	X	X
20	Locations and size of dimensions of existing utilities, drainage facilities, streets, alleys, and easements.	X	X	X	X	X
21	Location of City limits line, the outer border of the City's extraterritorial jurisdiction and zoning district boundaries, if they traverse the subdivision, form part of the subdivision, or are contiguous to such boundary.	X	X	X	X	X
22	Key Map. A key map showing relation of subdivision to well-known streets in all directions to a distance of at least one (1) mile.	X	X	X	X	X

	4.10.8A. - PLAT DETAIL	Amending	Minor	Replat	Preliminary Plat	Final Plat
23	An accurate on-the-ground boundary survey of the property with bearing and distances and showing the lines of all adjacent land, streets, easements and alleys with their names and width. (Streets, alleys and lot lines in adjacent subdivisions shall be shown dashed). All necessary data to reproduce the plat on the ground must be shown on the plat.		X	X	X	X
24	A complete legal description by metes and bounds of the land being subdivided (field notes).		X	X	X	X
25	For streets to be dedicated: Complete curve data (delta, length of curve, radius, point of reverse curvature, point of tangency, chord length and bearing) shown on each side of the street; length and bearing of all tangents; dimensions from all angle points of curve to an adjacent side lot line shall be provided.			X		X
26	For water courses and easements to be dedicated: Distances to be provided along the side lot lines from the front lot line or the high bank of a stream. Traverse line to be provided along the edge of all large water courses in a convenient location, preferably along a utility easement or drainage easement if paralleling the easement or stream. The 100- year flood plain easement shall be shown where applicable. A note shall be provided prohibiting construction within the 100-year flood plain except for public streets or roads or utilities unless a floodplain permit is obtained.		X	X		X
27	A Certificate of ownership and dedication to the public of all streets, easements, alleys, parks, playgrounds, or other dedicated public uses, signed and acknowledged before a notary public by the owners and any holders of liens against the land.		X	X		X
28	A certificate of approval to be signed by the Planning & Zoning Chairman shall be placed on the face of the plat. See Section 4.10.7C1.			X		X
29	The certificate of the licensed public surveyor who surveyed, mapped and monumented the land shall be placed on the face of the plat.		X	X		X
30	Phasing Plan				X	
	4.10.8B. - STANDARD PLAT NOTES	Amending	Minor	Replat	Preliminary Plat	Final Plat
1	The Benchmarks used are: INSERT BENCHMARK DATA AND MONUMENT DATA.	X	X	X	X	X
2	Water service is provided by the INSERT NAME OF PROVIDER.	X	X	X	X	X
3	Wastewater service is provided by INSERT NAME OF PROVIDER.	X	X	X	X	X
4	Electric service is provided by INSERT NAME OF PROVIDER.	X	X	X	X	X

	4.10.8A. - PLAT DETAIL	Amending	Minor	Replat	Preliminary Plat	Final Plat
5	This Plat conforms to the Preliminary Plat approved by the Planning & Zoning Commission on INSERT APPROVAL DATE.					X
6	All subdivision permits shall conform to the City of Bastrop Code of Ordinances, public improvement standards, and generally accepted engineering practices.			X	X	X
7	Construction Plans and Specifications for all subdivision improvements shall be reviewed and accepted by the City of Bastrop prior to any construction within the subdivision.				X	X
8	The owner of this subdivision, and his or her successors and assigns, assumes sole responsibility for plans for construction of subdivision improvements which comply with applicable codes and requirements of the City of Bastrop. The owner understands and acknowledges that plat vacation or re-platting may be required, at the owner's sole expense, if plans to construct this subdivision do not comply with such codes and requirements.			X	X	X
9	By approving this plat, the City of Bastrop assumes no obligation to construct any infrastructure in connection with this subdivision. Any subdivision infrastructure required for the development of the lots in this subdivision is the sole responsibility of the developer and/or the owners of the lots. Failure to construct any required infrastructure to City standards may be just cause for the City to deny applications for certain development permits including building permits, site plan approvals and/or Certificate of Occupancy.				X	X
10	Fiscal surety for subdivision construction, in a form acceptable to the City of Bastrop, shall be provided prior to plat approval by the City.				X	X
11	No lot in this subdivision shall be occupied until connected to the approved water distribution and wastewater connection facilities.			X	X	X
12	Wastewater and Water systems shall conform to Texas Commission on Environmental Quality (TCEQ).			X	X	X
13	All new utilities will be underground.	X	X	X	X	X
14	Impact fees shall be assessed in accordance with the ordinance effective at the time of platting.		X	X	X	X
15	Developer or property owner shall be solely responsible for all relocation and modifications to existing utilities.	X	X	X	X	X
16	A portion of this tract is within a flood hazard area as shown on the Flood Insurance Rate Map Panel # STATE NUMBER for Bastrop County, Effective INSERT DATE, INSERT COMMUNITY NUMBER Community Number, and is on Zone INSERT ZONE.	X	X	X	X	X
17	Temporary and permanent easements to be provided, as required at the City's sole discretion for off-site improvements.			X	X	X
18	As shown hereon, a ten (10) foot wide public utility easement (P.U.E.) is hereby dedicated adjacent to street Rights-of-Way on all lots. A five (5) foot wide P.U.E. is hereby dedicated along each side and rear lot line. (Required width adjacent to ROW in BP&L service area subject to BP&L final approval.)	X	X	X	X	X

	4.10.8A. - PLAT DETAIL	Amending	Minor	Replat	Preliminary Plat	Final Plat
19	Property owner shall provide for access to all easements as may be necessary and shall not prohibit access by government authorities.	X	X	X	X	X
20	No building, fences, landscaping or other structures are permitted within drainage easements shown, except as approved by the City of Bastrop and/or Bastrop County.	X	X	X	X	X
21	All easements on private property shall be maintained by the property owner or his or her assignees.	X	X	X	X	X
22	No lot or structure shall be occupied prior to the Applicant submitting to the City of Bastrop documentation of subdivision/site registration with the Texas Department of Licensing and Regulations (TDLR) and provide documentation of review and compliance of the subdivision construction plans with Texas Architectural Barriers Act (TABA).	X	X	X		X
23	Erosion and sedimentation controls constructed in accordance with the Code of Ordinances of the City of Bastrop are required for all construction on each lot, including single family and duplex construction.		X	X	X	X
24	Public utility and drainage easements where shown and/or described hereon are intended to indicate an easement for construction, operation, and maintenance of public utilities and drainage ways; including, but not limited to, sanitary sewers, force mains, water lines, telephone signal conduits, electric conductors, drainage pipes, and natural gas lines.		X	X	X	X
	STANDARD PLAT NOTES SPECIFIC TO CITY LIMITS:					
25	Sidewalks shall be constructed in accordance with the ordinances of the City of Bastrop.	X	X	X	X	X
26	Prior to construction of any improvements on lots in the subdivision, building permits will be obtained from the City of Bastrop.		X	X	X	X
27	Build-to lines shall be in accordance with the ordinances of the City of Bastrop.	X	X	X	X	X
	STANDARD PLAT NOTES SPECIFIC TO EXTRATERRITORIAL JURISDICTION:					
28	A Bastrop County development permit is required prior to any site development.	X	X	X	X	X
29	All infrastructure required for public roads, drainage, or other public infrastructure (Including but not limited to lighting, signage, traffic lights, sidewalks, parking areas, storm sewers, or other drainage infrastructure), shall be maintained by the Developer, or their assigns, until such a time that it is accepted, if at all, by a governmental entity for maintenance.	X	X	X	X	X
30	Until such a time as Bastrop County, through the Bastrop County Commissioners Court, accepts the dedication of the improvements delineated and shown on this plat, said improvements are not Bastrop County improvements and are not subject to Bastrop County maintenance.	X	X	X	X	X
31	This subdivision is located within the Statutory or Voluntary ETJ of the City of Bastrop.	X	X	X	X	X

	STANDARD PLAT NOTES SPECIFIC TO BASTROP POWER & LIGHT:					
32	Blanket Temporary Access and Construction Easement Document #INSERT NUMBER has been provided for construction access.		X	X	X	X
33	Upon completion of construction and installation of the Electric Facilities on the Property, the developer/owner shall have the Permanent Utility Easement (20 foot easement, to include a 10 foot buffer around all non-opening sides and a 20 foot buffer around opening sides of equipment) surveyed by metes and bounds, at its sole cost and expense, and a copy of that Permanent Easement survey provided to BP&L for the granting and recording of a Permanent Public Utility Easement. The Blanket Temporary Access and Construction Easement shall be vacated as such time BP&L accepts and records the Permanent Public Utility Easement.		X		X	X
34	Any public utility has the right to prune and/or remove trees, shrubbery vegetation and other obstructions to the extent necessary to keep the easements clear. The owner/developer of this subdivision/lot shall provide such providers with any easement and or access required, in addition to those indicated, for the installation and ongoing maintenance of public utilities.	X	X	X	X	X
35	The owner shall be responsible for installation of temporary erosion control, re-vegetation and tree protection for electric utility work required to provide electric service to this project.		X		X	X
36	All fees must be paid before materials are ordered or construction of electric facilities will be scheduled.		X		X	X
37	Line extension fees are required to be assessed at the time of platting. Provide electric load calculations, number of services, or plans for review.		X	X	X	X
	STANDARD PLAT NOTES, WHEN APPLICABLE:					
39	Variance from INSERT CODE AND VARIANCE DESCRIPTION was approved by the City of Bastrop on INSERT DATE.	X	X	X	X	X
40	Residential corner lots on unequal class street shall only access the street with the lower classification. Access for INSERT LOT is prohibited to INSERT STREET NAME.	X	X	X		X
41	All restrictions and notes from the previous existing subdivision, INSERT SUBDIVISION NAME, recorded in INSERT RECORDATION NUMBER, plat records, Bastrop County, Texas, shall apply to this plat.	X		X		X
42	This project is located within the area of "known and potential habitat" of the Endangered Houston toad as determined by the U. S. Fish and Wildlife Service as authorized under Bastrop County's Federal Fish and Wildlife- issued Endangered Species - Incidental take permit number TE-113500-0, property owners should contact the Lost Pines Habitat Conservation Plan (LPHCP) Administrator at the Bastrop County Development Services Department prior to any development activity.	X	X	X	X	X
43	Since no further fragmentation of potential Houston toad habitat occurs from this subdivision, it has no effect to the LPHCP.	X	X	X	X	X

	4.10.8C. - SIGNATURE BLOCKS	Amending	Minor	Replat	Preliminary Plat	Final Plat
1	Planning & Zoning Commission Approval Format			X	X	X

Approved this INSERT DAY day of INSERT MONTH, INSERT YEAR, A.D. by the Planning & Zoning Commission of the City of Bastrop, Texas.

Approved: Attest:

_____ _____

Planning & Zoning Commission Chairperson City Secretary

2	Administrative Approval Format	X	X	X		

Administratively approved and accepted by the City of Bastrop this INSERT DAY day of INSERT MONTH, INSERT YEAR.

Approved: Attest:

_____ _____

City Manager City Secretary

_____

Director of Planning

3	Certificate of the Licensed Public Surveyor	X	X	X	X	X

The State of Texas§
County of Bastrop§

KNOW ALL MEN BY THESE PRESENTS

That I, INSERT NAME, do hereby certify that I prepared this plat from an actual and accurate on-the-ground survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Bastrop, Texas.

_____ _____

Signature and Seal of Registered Public Surveyor Date

4	Certificate of the Licensed Engineer	X	X	X	X	X

The State of Texas§
County of Bastrop§

KNOW ALL MEN BY THESE PRESENTS

That I, INSERT NAME, do hereby certify that the information contained on this plat complies with the subdivision regulations for the City of Bastrop, Texas and that the 100 year flood plain is as shown and will be contained within the drainage easement and or drainage right-of-way, as shown hereon.

_____ _____

Signature and Seal of Registered Engineer Date

	4.10.8A. - PLAT DETAIL	Amending	Minor	Replat	Preliminary Plat	Final Plat
5	Owner's Signature Block	X	X	X	X	X

The State of Texas§
County of Bastrop§

KNOW ALL MEN BY THESE PRESENTS

That we, INSERT NAME(S) OF OWNER(S), being the owners of INSERT NUMBER OF ACRES acres out of INSERT LEGAL DESCRIPTION, according to the map or plat recorded in Plat Cabinet INSERT NAME, Page INSERT NUMBER, plat records of Bastrop County, Texas and as conveyed to us by deeds recorded in Instrument Number INSERT NUMBER of the official public records of said county do hereby subdivide said land with the plat shown hereon, to be known as:

INSERT SUBDIVISION NAME

Subject to easements and restrictions heretofore granted and not released and do hereby dedicate any streets and/or easements shown hereon to the public.

Witness my hand this INSERT DAY day of INSERT MONTH, INSERT YEAR, A.D.

_____
Property Owner Name
Property Owner Address

6	County Clerk Signature Block	X	X	X		X

The State of Texas§
County of Bastrop§

I, INSERT COUNTY CLERK'S NAME, County Clerk of Bastrop County, Texas, do hereby certify that the foregoing instrument of writing and its certificate of authentication was filed for record in my office on the INSERT DAY day of INSERT MONTH, INSERT YEAR, A.D. at INSERT HOUR o'clock INSERT AM BEFORE NOON or PM AFTER NOON, in the plat records of Bastrop County, Texas in Plat Cabinet INSERT NAME, Page INSERT NUMBER.

Filed for record on the INSERT DAY day of INSERT MONTH, INSERT YEAR, A.D.

_____ _____
Deputy County Clerk, Bastrop County, Texas

City of Bastrop, Texas
MUD Public Improvement Plan Checklist

Planning Department • 1311 Chestnut Street • 512-332-8840

APPLICANT:			OFFICIAL USE ONLY	
Included in Submittal		PER ORDINANCE 2020-03, ADOPTION OF CITY OF BASTROP DEVELOPMENT MANUAL, PUBLIC IMPROVEMENT PLAN REQUIREMENTS ARE AS FOLLOWS:	Meets Standard	Does Not Meet Standard
		No construction activities shall commence, until such time as construction plans completely describing the on-site and off-site improvements required by this chapter and other applicable city ordinances and codes have been approved by the City Engineer and Notice to Proceed as been granted in accordance with outlined in **Chapter One of the Bastrop Building Block Codes**. **a. Format**. Drawings shall be on twenty-two-inch by thirty-four-inch (22"x34") sheets at generally accepted horizontal and vertical engineering scales. **b. Content**. Public Improvement Plans shall include all on- and off-site improvements required to serve the proposed development as indicated on the approved preliminary plat and in compliance with applicable ordinances, codes, standards and policies of the city, and other applicable governmental entities. All Public Improvement Plans shall be signed and sealed by a licensed professional engineer, licensed to practice in the State of Texas, in compliance with Section 1.4.013. The Public Improvement Plan shall be submitted for approval by the City Engineer, in accordance with Section 1.4.002 of the B3 Codes AFTER complying with Step One and Two below: **1. Step One**: A final drainage plan, as required in Section 2.B.5 of the Stormwater Drainage Manual, shall be submitted and approved by the City Engineer along with a geotechnical report by a qualified professional testing laboratory to determine the engineering characteristics of soil, rock and/or fill material such that a geotechnical engineer can then determine and design the type of foundations, earthworks, drainage infrastructure design, and/or pavement subgrades required for the intended man-made structures to be built. Once Step One is completed, the applicant can proceed to Step Two. **2 Step Two**: A Public Improvement Plan Submittal shall contain the following: A. Completed and signed Planning Application. B. Agent Authorization Letter. C. Eight (8) copies of the Public Improvement Plan in compliance with Section 1.4.002 – Public Improvement Plan Requirements – a and b. D. Eight (8) prints of the approved final drainage study by the City Engineer as required in Section 1.3.002(b) – Preliminary Plat – Step 2.		
	1	**COVER SHEET**		
	1.1	Title of Project, Location, and Type of Plans		
	1.2	City Approval Signature Block		
	1.3	City Approval Signature Notes		
	1.4	Sheet Index/Table of Contents		
	1.5	Vicinity Map of the Project including surrounding streets with a north arrow pointing in the correct direction		
	2	**PRELIMINARY PLAT SHEET**		
	2.1	Legible Copy of Planning & Zoning Commission Approved, Preliminary Plat		

APPLICANT:			OFFICIAL USE ONLY	
Included in Submittal			Meets Standard	Does Not Meet Standard
	3	**NOTE SHEET(S)**		
	3.1	City of Bastrop general construction notes, water notes, wastewater notes, erosion, sediment control, and tree protection notes, with City of Bastrop replaced by the MUD entity providing services as appropriate.		
	3.2	Current TCEQ Notes.		
	3.3	Project Specific Notes (Must not conflict with other required notes).		
	3.4	Existing concrete paving clearly shown according to standard symbols and accurately dimensioned. Curb and gutter dimension. Pavement thickness indicated.		
	3.5	Statement verifying sufficient clearance exists for driveways from inlet transitions, fire hydrants, etc.		
	4	**EROSION, SEDIMENTATION, AND TREE PROTECTION SHEET**		
	4.1	Drainage flow arrows/patterns		
	4.2	Stabilized construction entrance		
	4.3	Existing and proposed grade(s)		
	4.4	Clearly marked limits of construction		
	4.5	Contractor staging area(s) with silt fence on downstream side		
	4.6	Location and type of all proposed temporary and permanent erosion controls		
	4.7	Location of all known underground storage tanks		
	4.8	Location of all critical environmental features and their required setbacks		
	4.9	Location of all tree protection measures		
	4.10	Survey of all trees six (6) inches in diameter or larger		
	4.10a	Indicate trees by circles with radius of 1’ per inch of trunk diameter		
	4.10b	Dashed/broken circles for trees to be removed		
	4.10c	Solid/unbroken circles for trees to remain		
	4.11	All areas of cut and fill > or = 4’ clearly labeled		
	4.12	Limits and type of slope stabilization		
	5	**DEMOLITION PLAN**		
	5.1	Show all structures being demolished		
	5.2	Are there any hazardous materials or designated substances in or below structure being demolished?		
	5.3	Will there be a need for infill, call-outs for infill material and positions?		
	6	**OVERALL DRAINAGE**		
	6.1	Integrate Approved & Signed Copy of Final Drainage Plan by City Engineer into the plan submittal set.		
	7	**STREET PLAN AND PROFILE (Construction Standards Manual)**		
	7.1	Clearly labeled horizontal scale, minimum of 1” – 50’ and vertical scale of 1” – 5’ (All plans MUST be drawn to scale)		
	7.2	Street names, lot and block numbers		
	7.3	Benchmarks that are spotted in plain view, conveniently spaced (500’±), located outside construction limits, set on permanent structure		
	7.4	Drainage facilities within or intersecting right-of-way and indicate stationing (show inlet type)		
	7.5	Street Summary Design Table with Pavement		
	7.6	Grade breaks (high and low points)		
	7.7	Match lines for continuations of streets on other streets		
	7.8	Labeled concrete valley gutter at intersections where appropriate		
	7.9	Clearly show the beginning and ending of project		
	7.10	Limits of inlet transition		
	7.11	All point of curve, point of tangency, compound curvature, point of reverse curvature stations and vertical curve information		
	7.12	All fill areas shaded/hatched on profile		
	7.13	Show all sleeves and conduit for dry utilities (i.e. gas, cable, phone)		
	7.14	Existing street slopes at tie-ins to existing		
	7.15	Labeled set-backs, face-of-curb to face-of-curb width, and right-of-way width (all proposed right-of-way dedications)		
	7.16	Erosion matting on all slopes 3:1 or steeper		
	7.17	Street end barricades shown		
	7.18	Buildings on developed property with addresses		
	7.19	Intersecting and adjacent streets: type and width of private, walks, alleys		

APPLICANT:			OFFICIAL USE ONLY	
Included in Submittal			Meets Standard	Does Not Meet Standard
	7.20	Size and construction of fences in common areas and sight triangles		
	7.21	Signs; if commercial in right-of-way, state if electrical		
	8	**OVERALL WASTEWATER LAYOUT**		
	8.1	Street names, lot names, and block letters		
	8.2	Existing contours		
	8.3	Services applied to lateral to each lot		
	8.4	Street names, street/alley widths, fences, and right-of-way widths		
	8.5	Minimum finished floor elevation for each lot		
	8.6	“Connect to” note to an existing wastewater main		
	8.7	Wastewater designation, size, and direction of flow		
	8.8	“Construct” notes for sewer and sewer appurtenances		
	8.9	Manholes at all future stub outs		
	8.10	Easements for all offsite sewer lines		
	8.11	Centerline station every 300’, deflection angles at points of intersection		
	8.12	Note for all existing manholes modified by construction to be tested, repaired, and recoated		
	8.13	Detail for water/wastewater crossing		
	8.14	Main lines between manholes must be straight, with no more than 300 feet between manholes		
	9	**WASTEWATER PLAN AND PROFILE**		
	9.1	All wastewater main profiled		
	9.2	Vertical scale of 1” = 5’		
	9.3	Existing ground and proposed ground/subgrade/top of curb		
	9.4	Special notes and references to appurtenance sheet numbers		
	9.5	Direction, grade, length, size and type of pipe		
	9.6	Embedment of pipe		
	9.7	Identify elevation of the invert, flow out, flow in, and rim		
	9.8	Minimum drop of 0.1’ across manhole		
	9.9	Elevations of all crossing utilities in the wastewater profile		
	9.10	Size of manholes		
	9.11	Drop manholes identified		
	9.12	Stationing and manhole numbers		
	9.13	Existing/proposed manholes, pipes and sizes (parallel to mains)		
	9.14	Existing/proposed bridges, culverts and drainage channels		
	10	**OVERALL WATER PLAN**		
	10.1	Existing/proposed main lines		
	10.2	Street names, lot numbers, and block letters		
	10.3	Street/alley widths, rights-of-way, and lot dimensions		
	10.4	Valves provided on all legs of pipe intersections		
	10.5	All bends are 45 degrees or less		
	10.6	Thrust restraints on dead ends		
	10.7	Air release valves at all high points		
	10.8	Fittings, fire hydrants, manholes, services, and taps are shown		
	10.9	Main designation with stationing		
	10.10	Material call-out for water main(s)		
	10.11	All existing pavements (type and depth), existing and proposed easements (type and width)		
	10.12	All fire lines must be ductile iron, greater than or equal to 6”		

APPLICANT:			OFFICIAL USE ONLY	
Included in Submittal			Meets Standard	Does Not Meet Standard
	11	**WATER PLAN AND PROFILE (ALL WATER LINES MUST BE PROFILED)**		
	11.1	Clearly labeled vertical scale of 1" = 5' (All plans must be drawn to scale)		
	11.2	References to appurtenance sheet numbers		
	11.3	Show all mains		
	11.4	Existing and proposed ground at Water Main Centerline		
	11.5	Direction, linear foot, size, grade and material callout for all water mains		
	11.6	Embedment for water main		
	11.7	Wastewater/storm sewer crossing with stations and elevation		
	11.8	Existing underground utilities (parallel)		
	11.9	Existing and proposed storm sewer manhole, pipes, sizes (parallel to mains)		
	11.10	Existing and proposed bridges, culverts and drainage channels		
	11.11	Elevation of existing and proposed storm sewer pipes and drainage		
	11.12	All existing and proposed utilities (including gas lines, buried or overhead power or telephone lines)		
	13	**PHASING PLAN (Ordinance)**		
	13.1	Provide Applicable Phasing Plan		
	14	**WASTEWATER DETAILS (Construction Standards)**		
	14.1	Current City of Bastrop detail (when inside Bastrop CCN)		
	14.2	Current Utility Provider detail (when outside Bastrop CCN)		
	15	**WATER DETAILS (Construction Standards)**		
	15.1	Current City of Bastrop detail (when inside Bastrop CCN)		
	15.2	Current Utility Provider detail (when outside Bastrop CCN)		
	16	**EROSION CONTROL AND TREE PROTECTION DETAILS (Construction Standards)**		
	16.1	All applicable details		
	19	**PUBLIC IMPROVEMENT PLAN NOTES**		
		GENERAL NOTES		
		1. All construction shall be in accordance with the City of Bastrop Construction Technical Manual.		
		2. Any existing utilities, pavement, curbs, sidewalks, structures, trees, etc., not planned for demolition that are damaged or removed shall be repaired or replaced at the Applicant's expense.		
		3. The Contractor shall verify all depths and locations of existing utilities prior to any construction. Any discrepancies with the construction plans found in the field shall be brought immediately to the attention of the Engineer who shall be responsible for revising the plans as appropriate.		

APPLICANT:			OFFICIAL USE ONLY	
Included in Submittal			Meets Standard	Does Not Meet Standard
		4. Manhole frames, covers, valves, cleanouts, etc. shall be raised to finished grade after to final paving construction. A concrete square shall be poured around all appurtenances.		
		5. The Contractor shall give the City of Bastrop 48 hours notice before beginning each phase of construction. Notice shall be given to the Planning and Development Department: 512-332-8848.		
		6. All areas disturbed or exposed during construction shall follow the required best management practices. a) Each site shall provide an access drive and parking area of sufficient dimensions and design, surfaced with a material that will prevent erosion and minimize tracking or washing of soil onto public or private roadways. All non-paved access drives shall be designed so that stormwater runoff from adjacent areas does not flow down the drive surface. b) Any significant amount of runoff from upslope land area, rooftops, or other surfaces that drain across the proposed land disturbance shall be diverted around the disturbed area, if practical. Any diversion of upslope runoff shall be done in a manner that prevents erosion of the flow path and the outlet. c) Any cuts and fills shall be planned and constructed to minimize the length and steepness of slope and stabilized in accordance with the approved erosion control plan timelines and standards of this document. d) Open channels shall be stabilized as required to prevent erosion. e) Inlets to storm drains, culverts, and other stormwater conveyance systems shall be protected from siltation until final site stabilization. f) Water pumped from the site shall be treated by temporary sedimentation basins or other appropriate controls designed for the highest dewatering pumping rate. Water may not be discharged in a manner that causes erosion of the site or receiving channels. g) All waste and unused building materials shall be properly disposed of and not allowed to be carried by runoff into a receiving channel or storm sewer system. h) All off-site sediment deposits occurring as a result of a storm event shall be cleaned up by the end of the next workday. All other off-site sediment deposits occurring as a result of land-disturbing activities shall be cleaned up by the end of the workday. Flushing may not be used unless the sediment will be controlled by a filter fabric barrier, sediment trap, sediment basin, or equivalent. i) All activities on the site shall be conducted in a logical sequence to minimize the area of bare soil exposed at one time. Existing vegetation shall be maintained as long as possible. g) j.) Soil stockpiles shall be located no closer than 25-feet from lakes, streams, wetlands, ditches, drainage ways, or roadway drainage systems. Stockpiles shall be stabilized by mulching, vegetative cover, tarps, or other means if remaining for 20 days or longer.		

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Included in Submittal			Meets Standard	Does Not Meet Standard
		7. Prior to any construction, the Applicant's Engineer shall convene a preconstruction conference between himself, the City of Bastrop, the Contractor, utility companies, a MUD representative, any affected parties, and any other entity the City or the Engineer may require. Reference Development Packet for guidance on how to schedule a preconstruction conference.		
		8. The Contractor and the Engineer shall keep accurate records of all construction that deviates from the plans. The Engineer shall furnish the City of Bastrop accurate "As-Built" drawings following completion of all construction. These "As-Built" drawings shall meet with the satisfaction of the City Engineer prior to final acceptance.		
		9. The Bastrop City Council shall not be petitioned for acceptance until all necessary easement documents have been signed and recorded.		
		10. When construction is being carried out within easements, the Contractor shall confine his work to within the permanent and any temporary easements. Prior to final acceptance, the Contractor shall be responsible for removing all trash and debris within the permanent and temporary easements. Clean-up shall be to the satisfaction of the City Engineer.		
		11. Prior to any construction, the Contractor shall apply for and secure all proper permits from the appropriate authorities.		
		12. Available benchmarks that may be utilized for the construction of this project are described as follows: (INSERT HERE)		
		TRENCH SAFETY NOTES		
		1. In accordance with the Laws of the State of Texas and the U. S. Occupational Safety and Health Administration regulations, all trenches over 5 feet in depth in either hard and compact or soft and unstable soil shall be sloped, shored, sheeted, braced or otherwise supported. Furthermore, all trenches less than 5 feet in depth shall also be effectively protected when hazardous ground movement may be expected. Trench safety systems to be utilized for this project will be provided by the contractor to the City. Trench safety system plans are on sheet of the plan set.		
		2. In accordance with the U. S. Occupational Safety and Health Administration regulations, when persons are in trenches 4-feet deep or more, adequate means of exit, such as a ladder or steps, must be provided and located so as to require no more than 25 feet of lateral travel.		
		3. If trench safety system details were not provided in the plans because trenches were anticipated to be less than 5 feet in depth and during construction it is found that trenches are in fact 5 feet or more in depth or trenches less than 5 feet in depth are in an area where hazardous ground movement is expected, all construction shall cease, the trenched area shall be barricaded and the Engineer notified immediately. Construction shall not resume until appropriate trench safety system details, as designed by a professional engineer, are retained and copies submitted to the City of Bastrop.		
		STREET AND DRAINAGE NOTES		
		1. All testing shall be done by an independent laboratory at the Applicant's expense. A City Inspector shall be present during all tests. Testing shall be coordinated with the City of Bastrop Construction Manager and he shall be given a minimum of 24 hours notice prior to any testing. Contact the Planning and Development Department with notice 512-332-8848.		

<table>
<tr><th>APPLICANT:</th><th></th><th colspan="3">OFFICIAL USE ONLY</th></tr>
<tr><th>Included in Submittal</th><th></th><th></th><th>Meets Standard</th><th>Does Not Meet Standard</th></tr>
<tr><td></td><td></td><td>2. Backfill behind the curb shall be compacted to obtain a minimum of 85% maximum density to within 3 inches of top of curb. Material used shall be primarily granular with no rocks larger than 3 inches in the greatest dimension. The remaining 3 inches shall be clean topsoil free from all clods and suitable for sustaining plant life.</td><td></td><td></td></tr>
<tr><td></td><td></td><td>3. Depth of cover for all crossings under pavement including gas, electric, telephone, cable TV, water services, etc., shall be a minimum of 36 inches below subgrade unless approved by the City Engineer.</td><td></td><td></td></tr>
<tr><td></td><td></td><td>4. Street rights-of-way shall be graded at a slope of 1/4 inch per foot toward the curb unless otherwise indicated. However, in no case shall the width of right-of-way at 1/4 inch per foot slope be less than 10 feet unless a specific request for an alternate grading scheme is made to and accepted by the City of Bastrop Planning and Development Department.</td><td></td><td></td></tr>
<tr><td></td><td></td><td>5. Barricades built to City of Bastrop standards shall be constructed on all dead-end streets and as necessary during construction to maintain job and public safety.</td><td></td><td></td></tr>
<tr><td></td><td></td><td>6. All RCP shall be minimum Class III unless otherwise approved by the City Engineer.</td><td></td><td></td></tr>
<tr><td></td><td></td><td>7. The subgrade material for the streets shown herein was tested by _____. The paving sections were designed by _____ in accordance with the current City of Bastrop design criteria. The paving sections are to be constructed as follows:
<table>
<tr><th>Street</th><th>Station</th><th>Flex. Base Thickness</th><th>HMAC Thickness</th><th>Lime Stab. Thickness</th></tr>
<tr><td></td><td></td><td></td><td></td><td></td></tr>
</table></td><td></td><td></td></tr>
<tr><td></td><td></td><td>8. The Geotechnical Engineer shall inspect the subgrade for compliance with the design assumptions made during preparation of the Soils Report. Any adjustments that are required shall be made through revision of the construction plans.</td><td></td><td></td></tr>
<tr><td></td><td></td><td>9. Where PI’s are over 20, subgrades must be stabilized utilizing a method acceptable to the City Engineer. The Geotechnical Engineer shall recommend an appropriate subgrade stabilization if sulfates are determined to be present.</td><td></td><td></td></tr>
<tr><td></td><td></td><td>WATER AND WASTEWATER NOTES</td><td></td><td></td></tr>
<tr><td></td><td></td><td>1. Pipe material for water mains shall be PVC (AWWA C-900, minimum Class 200), or Ductile Iron (AWWA C-100, minimum Class 200). Water services (2 inches or less) shall be polyethylene tubing (black, 200 psi, DR 9).</td><td></td><td></td></tr>
<tr><td></td><td></td><td>2. Pipe material for pressure wastewater mains shall be PVC, or Ductile Iron (minimum Class 250). Pipe material for gravity wastewater mains shall be PVC (ASTM D2241 or D3034, maximum DR-26), Ductile Iron (AWWA C-100, minimum Class 200200).</td><td></td><td></td></tr>
<tr><td></td><td></td><td>3. Unless otherwise accepted by the City Engineer, depth of cover for all lines out of the pavement shall be 42 inches minimum, and depth of cover for all lines under pavement shall be a minimum of 30 inches below subgrade.</td><td></td><td></td></tr>
<tr><td></td><td></td><td>4. All fire hydrant leads shall be PVC (AWWA C-900, minimum Class 200) or ductile iron pipe (AWWA C-100, minimum Class 200). as approved by the Director of Water and Wastewater during plan review.</td><td></td><td></td></tr>
</table>

APPLICANT:			OFFICIAL USE ONLY	
Included in Submittal			Meets Standard	Does Not Meet Standard
		5. All ductile iron pipe and fittings shall be wrapped with minimum 8-mil polyethylene and sealed with duct tape or equal accepted by the City Engineer.		
		6. The Contractor shall contact the City Inspector, telephone at 512-332-8848 to coordinate utility tie-ins and notify him at least 48 hours prior to connecting to existing lines.		
		7. All manholes shall be concrete with cast iron ring and cover. All manholes located outside of the pavement shall have bolted covers. Tapping of fiberglass manholes shall not be allowed.		
		8. The Contractor must obtain a bulk water permit or purchase and install a water meter for all water used during construction. A copy of this permit must be carried at all times by all who use water.		
		9. Line flushing or any activity using a large quantity of water must be scheduled with the City Inspector, telephone at 512-332-8848.		
		10. The Contractor, at his expense, shall perform sterilization of all potable water lines constructed and shall provide all equipment (including test gauges), supplies (including concentrated chlorine disinfecting material), and necessary labor required for the sterilization procedure. The sterilization procedure shall be monitored by City of Bastrop personnel. Water samples will be collected by the City of Bastrop to verify each treated line has attained an initial chlorine concentration of 50 ppm. Where means of flushing is necessary, the Contractor, at his expense, shall provide flushing devices and remove said devices prior to final acceptance by the City of Bastrop.		
		11. Sampling taps shall be brought up to 3 feet above grade and shall be easily accessible for City personnel. At the Contractor's request, and in his presence, samples for bacteriological testing will be collected by the City of Bastrop not less than 24 hours after the treated line has been flushed of the concentrated chlorine solution and charged with water approved by the City. The Contractor shall supply a check or money order, payable to the City of Bastrop, to cover the fee charged for testing each water sample. City of Bastrop fee amounts may be obtained by calling the Water and Wastewater Department, telephone at 512-332-8960.		
		12. The Contractor, at his expense, shall perform quality testing for all wastewater pipe installed and pressure pipe hydrostatic testing of all water lines constructed and shall provide all equipment (including pumps and gauges), supplies and labor necessary to perform the tests. Quality and pressure testing shall be monitored by City of Bastrop personnel.		
		13. The Contractor shall coordinate testing with the City of Inspector and provide no less than 24 hours notice prior to performing sterilization, quality testing or pressure testing.		
		14. The Contractor shall not open or close any valves unless authorized by the City of Bastrop.		
		15. All valve boxes and covers shall be in accordance with the City of Bastrop Construction Technical Manual.		
		16. Contact the Water and Wastewater Department, telephone at 512-332-8960 for assistance in obtaining existing water and wastewater locations.		
		17. The Planning and Development Department, telephone at 512-332-8848, shall be notified 48 hours prior to testing of any building sprinkler piping in order that the Building Official and/or Fire Department may monitor such testing.		

APPLICANT:			OFFICIAL USE ONLY	
Included in Submittal			Meets Standard	Does Not Meet Standard
		18. Sand, as described in Specification item 510 pipe, shall not be used as bedding for wastewater lines. Acceptable bedding materials are pipe bedding stone, pea gravel and in lieu of sand, a naturally occurring or manufactured stone material conforming to ASTM C33 for stone quality and meeting the following gradation specification:		

Sieve Size	Percent Retained By Weight
1/2"	0
3/8"	0-2
#4	40-85
#10	95-100

		19. The Contractor is hereby notified that connecting to, shutting down, or terminating existing utility lines may have to occur at off-peak hours. Such hours are usually outside normal working hours and possibly between 12 a.m. and 6 a.m		
		20. All wastewater construction shall be in accordance with the Texas Commission on Environmental Quality (TCEQ) Regulations, 30 TAC Chapter 213 and 217, as applicable. Whenever TCEQ and City of Bastrop Specifications conflict, the more stringent shall apply.		
		TRAFFIC MARKING NOTES		
		1. Any methods, street markings and signage necessary for warning motorists, warning pedestrians or diverting traffic during construction shall conform to the Texas Manual of Uniform Traffic Control Devices for Streets and Highways, latest edition.		
		2. All pavement markings, markers, paint, traffic buttons, traffic controls and signs shall be installed in accordance with the Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges and, the Texas Manual of Uniform Traffic Control Devices for Streets and Highways, latest editions.		
		3. Stop bars shall be placed at all stop sign locations.		
		4. "No through truck" signs shall be placed at all subdivision entrances		
		EROSION AND SEDIMENTATION CONTROL NOTES		
		1. Erosion control measures, site work and restoration work shall be in accordance with the City of Bastrop Code of Ordinances.		
		2. All slopes shall be sodded or seeded with approved grass, grass mixtures or ground cover suitable to the area and season in which they are applied.		
		3. Silt fences, rock berms, sedimentation basins and similarly recognized techniques and materials shall be employed during construction to prevent point source sedimentation loading of downstream facilities. Such installation shall be regularly inspected by the City of Bastrop for effectiveness. Additional measures may be required if, in the opinion of the City Engineer, they are warranted.		
		ELECTRIC		
		1. All temporary erosion control measures shall not be removed until final inspection and approval of the project by the City Inspector. It shall be the responsibility of the Contractor to maintain all temporary erosion control structures and to remove each structure as approved by the City Inspector.		
		2. All mud, dirt, rocks, debris, etc., spilled, tracked or otherwise deposited on existing paved streets, drives and areas used by the public shall be cleaned up immediately.		

APPLICANT:			OFFICIAL USE ONLY	
Included in Submittal			Meets Standard	Does Not Meet Standard
		3. All utilities are to be underground.		
		4. A Blanket Temporary Access and Construction Easement for the construction of Electric Facilities is currently on file for the property.		
		5. A plat note referencing the Blanket Temporary Access and Construction Easement to be added to the final plat.		
		6. Upon completion of construction and installation of the Electric Facilities on the Property the developer/owner shall have the Permanent Utility Easement Area (20-foot easement, to include a 10-foot buffer around all non-opening sides and a 20-foot buffer around opening sides of equipment) surveyed by metes and bounds, at its sole cost and expense, and a copy of that Permanent Easement survey provided to BP&L for the granting and recording of a Permanent Public Utility Easement. The Blanket Temporary Access and Construction Easement shall be vacated at such time as BP&L accepts and records the Permanent Public Utility Easement.		
		7. As shown herein, a twenty (20) foot wide Public Utility Easement is hereby dedicated adjacent to street ROW on all lots.		
		8. The electric utility has the right to prune and/or remove trees, shrubbery vegetation and other obstructions to the extent necessary to keep the easements clear. The owner/developer of this subdivision/lot shall provide the City of Bastrop electric utility department with any easement and/or access required, in addition to those indicated, for the installation and ongoing maintenance of overhead and underground electric facilities.		
		9. The owner shall be responsible for installation of temporary erosion control, re-vegetation and tree protection for electric utility work required to provide electric service to this project		
		10. All fees must be paid before materials are ordered or construction of Electric Facilities will be scheduled.		
		11. Provide electric schedule and load calculations.		

ARTICLE 4.2 PLAT REQUIREMENTS

The plat shall be drawn to scale and shall show or be accompanied by the ~~following~~ information found in the Development Manual – Plat Checklist.~~:~~

~~AP - AMENDING PLAT~~

~~MP - MINOR PLAT~~

~~RP - REPLAT~~

~~PP - PRELIMINARY PLAT~~

~~FP - FINAL PLAT~~

~~a) Plat Detail~~	~~AP~~	~~MP~~	~~RP~~	~~PP~~	~~FP~~
~~1. The name of the subdivision, which shall not duplicate an existing or pending subdivision.~~	~~X~~	~~X~~	~~X~~	~~X~~	~~X~~
~~2. The total acreage and the proposed total number of lots and blocks within the subdivision and the total acreage of rights-of-way.~~	~~X~~	~~X~~	~~X~~	~~X~~	~~X~~
~~3. The name of the owner and address. If the owner is a partnership, corporation, or other entity other than an individual, the name of the responsible individual such as president or vice-president must be given.~~	~~X~~	~~X~~	~~X~~	~~X~~	~~X~~

a) Plat Detail	AP	MP	RP	PP	FP
4. The name of the licensed public surveyor and licensed engineer, when required, responsible for preparing the plat.	X	X	X	X	X
5. Scale: 1" = 100'.	X	X	X	X	X
6. North arrow, north to be at top of sheet, if possible.	X	X	X	X	X
7. Legend, depicting all symbols, located beside the plat sketch.	X	X	X	X	X
8. Date, revision block, and each revision shall bear a new date.	X	X	X	X	X
9. Applicable Plat Notes as shown in Article 4.2b	X	X	X	X	X
10. Ownership boundaries shall be drawn in very heavy lines and shall include overall dimension and bearings.	X	X	X	X	X
11. Adjacent boundary lines and adjacent right-of-way lines of the proposed subdivision drawn with dashed lines.	X	X	X	X	X
12. A tie to an original corner of the tract of land of which subdivision is a part.	X	X	X	X	X
13 Name and location of adjacent subdivision, streets, easements, pipelines, water courses, etc. and the property lines and name of all adjoining property owners.		X	X	X	X
14. Name and location of adjacent subdivisions, streets, and property lines.	X				

a) Plat Detail	AP	MP	RP	PP	FP
15. Existing and proposed topographic and planimetric features within the subdivision, including water courses and ravines, high banks, width of existing and proposed easements, and any other physical features pertinent to the subdivision. Contour lines at two (2) foot intervals in terrain with a slope of two (2) percent or less and five (5) foot intervals in terrain with slope greater than two (2) percent.		X	X	X	X
16. Existing transportation features within the subdivision including the location and width of right-of-way, streets, alleys, and easements.	X	X	X	X	X
17. Proposed features to be dedicated for public use including location, right-of-way, pavement width, surfacing, and name of streets; approximate width and depth of all lots; and location of building lines, alleys, parks, squares, public easements, sanitary facilities, utilities, and sanitary control easements.	X	X	X	X	X
18. Lot and block lines and numbers of all lots and blocks proposed to be created with complete dimensions for front, rear and side lot lines.	X	X	X	X	X
19. Floodway, 100-year flood plain and finish floor elevation.	X	X	X	X	X
20. Locations and size of dimensions of existing utilities, drainage facilities, streets, alleys, and easements.	X	X	X	X	X
21. Location of City limits line, the outer border of the City's extraterritorial jurisdiction, and zoning district boundaries, if they traverse the subdivision, form part of the subdivision, or are contiguous to such boundary.	X	X	X	X	X

a) Plat Detail	AP	MP	RP	PP	FP
22. Key Map. A key map showing relation of subdivision to well-known streets in all directions to a distance of at least one (1) mile.	X	X	X	X	X
23. An accurate on-the-ground boundary survey of the property with bearing and distances and showing the lines of all adjacent land, streets, easements, and alleys with their names and width. (Streets, alleys and lot lines in adjacent subdivisions shall be shown dashed). All necessary data to reproduce the plat on the ground must be shown on the plat.		X	X	X	X
24. A complete legal description by metes and bounds of the land being subdivided (field notes).		X	X	X	X
25. For streets to be dedicated: Complete curve data (delta, length of curve, radius, point of reverse curvature, point of tangency, chord length, and bearing) shown on each side of the street; length and bearing of all tangents; dimensions from all angle points of curve to an adjacent side lot line shall be provided.			X		X
26. For water courses and easements to be dedicated: Distances to be provided along the side lot lines from the front lot line or the high bank of a stream. Travers line to be provided along the edge of all large water courses in a convenient location, preferably along a utility easement or drainage if paralleling the easement or stream. The 100-year flood plain easement shall be shown where applicable. A note shall be provided prohibiting construction within the 100-year flood plain except for public streets or roads or utilities.			X		X

a) Plat Detail	AP	MP	RP	PP	FP
27. A Certificate of ownership and dedication to the public of all streets, easements, alleys, parks, playgrounds, or other dedicated public uses, signed and acknowledged before a notary public by the owners and any holders of liens against the land.			X		X
28. A certificate of approval to be signed by the Planning & Zoning Chair shall be placed on the face of the plat.			X		X
29. The certificate of the licensed public surveyor who surveyed, mapped and monumented the land shall be placed on the face of the plat.			X		X
30. Phasing Plan				X	

b) Standard Plat Notes	AP	MP	RP	PP	FP
1. The Benchmarks used are INSERT BENCHMARK DATA AND MONUMENT DATA.	X	X	X	X	X
2. Water service is provided by the INSERT NAME OF PROVIDER.			X	X	X
3. Wastewater service is provided by INSERTNAME OF PROVIDER.			X	X	X
4. Electric service is provided by INSERT NAME OF PROVIDER.			X	X	X
5. All easements of record as indicated on the most recent title run, dated INSERT DATE, conducted by INSERT NAME for this property are shown on this plat.	X	X	X	X	X
6. This Plat conforms to the Preliminary Plat approved by the Planning & Zoning Commission on INSERT APPROVAL DATE.					X
7. All subdivision permits shall conform to the City of Bastrop Code of Ordinances, public improvement standards, and generally accepted engineering practices as defined in Chapter 1, Subdivisions of the B^3 Code.			X	X	X
8. Construction Plans and Specifications for all subdivision improvements shall be reviewed and accepted by the City of Bastrop prior to any construction within the subdivision.				X	X

b) Standard Plat Notes	AP	MP	RP	PP	FP
9. The owner of this subdivision, and his or her successors and assigns, assumes sole responsibility for plans for construction of subdivision improvements which comply with applicable codes and requirements of the City of Bastrop. The owner understands and acknowledges that plat vacation or re-platting may be required, at the owner's sole expense, if plans to construct this subdivision do not comply with such codes and requirements.			X	X	X
10. By approving this plat, the City of Bastrop assumes no obligation to construct any infrastructure in connection with this subdivision. Any subdivision infrastructure required for the development of the lots in this subdivision is the sole responsibility of the developer and/or the owners of the lots. Failure to construct any required infrastructure to City standards may be just cause for the City to deny applications for certain development permits including building permits, site plan approvals and/or Certificate of Occupancy.				X	X
11. Fiscal surety for subdivision construction, in a form acceptable to the City of Bastrop, shall be provided prior to plat approval by the City.				X	X
12. No lot in this subdivision shall be occupied until connected to the approved water distribution and wastewater connection facilities.			X	X	X
13 Wastewater and Water systems shall conform to Texas Commission on Environmental Quality (TCEQ).			X	X	X
14. All utilities will be underground.	X	X	X	X	X
15. Impact fees shall be assessed in accordance with the ordinance effective at the time of platting.		X	X	X	X

b) Standard Plat Notes	AP	MP	RP	PP	FP
16. Developer or property owner shall be solely responsible for all relocation and modifications to existing utilities.	X	X	X	X	X
17. A portion of this tract is within a flood hazard area as shown on the Flood Insurance Rate Map Panel # STATE NUMBER for Bastrop County, Effective INSERT DATE, INSERT COMMUNITY NUMBER Community Number, and is on Zone INSERT ZONE.	X	X	X	X	X
18. Temporary and permanent easements to be provided, as required at the City's sole discretion for off-site improvements.			X	X	X
19. As shown hereon, a ten (10) foot wide public utility easement (P.U.E.) is hereby dedicated adjacent to street Rights-of-Way on all lots. A five (5) foot wide P.U.E. is hereby dedicated along each street and rear lot line. (Change to 20 foot adjacent to ROW in BP&L service area.)	X	X	X	X	X
20. Property owner shall provide for access to all easements as may be necessary and shall not prohibit access by government authorities.	X	X	X	X	X
21. No building, fences, landscaping, or other structures are permitted within drainage easements shown, except as approved by the City of Bastrop and/or Bastrop County.	X	X	X	X	X
22. All easements on private property shall be maintained by the property owner or his or her assignees.	X	X	X	X	X

b) Standard Plat Notes	AP	MP	RP	PP	FP
23. No lot or structure shall be occupied prior to the Applicant submitting to the City of Bastrop documentation of subdivision/site registration with the Texas Department of Licensing and Regulations (TDLR) and provide documentation of review and compliance of the subdivision construction plans with Texas Architectural Barriers Act (TABA).					X
24. Erosion and sedimentation controls constructed in accordance with the Subdivision Ordinance of the City of Bastrop are required for all construction on each lot, including single family and duplex construction.		X	X	X	X
25. Public utility and drainage easements where shown and/or described hereon are intended to indicate an easement for construction, operation, and maintenance of public utilities and drainage ways; including, but not limited to, sanitary sewers, force mains, water lines, telephone signal conduits, electric conductors, drainage pipes, and natural gas lines.		X	X	X	X
STANDARD PLAT NOTES SPECIFIC TO CITY LIMITS:					
26. Sidewalks shall be constructed in accordance with the Subdivision Chapter of the B^3 Code.	X	X	X	X	X
27. Prior to construction of any improvements on lots in the subdivision, building permits will be obtained from the City of Bastrop.		X	X	X	X
28. Building setbacks shall be in accordance with the Subdivision Chapter of the B^3 Code.	X	X	X	X	X

b) Standard Plat Notes	AP	MP	RP	PP	FP
STANDARD PLAT NOTES SPECIFIC TO EXTRATERRITORIAL JURISDICTION:					
29 A Bastrop County development permit is required prior to any site development.	X	X	X	X	X
STANDARD PLAT NOTES SPECIFIC TO BASTROP POWER & LIGHT:					
30 Blanket Temporary Access and Construction Easement Document # INSERT NUMBER has been provided for construction access.		X	X	X	X
31 Upon completion of construction and installation of the Electric Facilities on the Property, the developer/owner shall have the Permanent Utility Easement (20 foot easement, to include a 10 foot buffer around all non-opening sides and a 20 foot buffer around opening sides of equipment) surveyed by metes and bounds, at its sole cost and expense, and a copy of that Permanent Easement survey provided to BP&L for the granting and recording of a Permanent Public Utility Easement. The Blanket Temporary Access and Construction Easement shall be vacated as such time BP&L accepts and records the Permanent Public Utility Easement.		X		X	X
32 Any public utility has the right to prune and/or remove trees, shrubbery vegetation and other obstructions to the extent necessary to keep the easements clear. The owner/developer of this subdivision/lot shall provide such providers with any easement and or access required, in addition to those indicated, for the installation and ongoing maintenance of public utilities.	X	X	X	X	X

b) Standard Plat Notes	AP	MP	RP	PP	FP
33 The owner shall be responsible for installation of temporary erosion control, re-vegetation, and tree protection for electric utility work required to provide electric service to this project.		X		X	X
34 All fees must be paid before materials are ordered or construction of electric facilities will be scheduled.		X		X	X
35 Line extension fees are required to be assessed at the time of platting. Provide electric load calculations, number of services, or plans for review.		X	X	X	X
STANDARD PLAT NOTES, WHEN APPLICABLE:					
36 Variance from INSERT CODE AND VARIANCE DESCRIPTION was approved by the City of Bastrop on INSERT DATE.	X	X	X	X	X
37 Residential corner lots on unequal class street shall only access the street with the lower classification. Access for INSERT LOT is prohibited to INSERT STREET NAME.	X	X	X		X
38 All restrictions and notes from the previous existing subdivision, INSERT SUBDIVISION NAME, recorded in INSERT RECORDATION NUMBER, plat records, Bastrop County, Texas, shall apply to this plat.	X		X		X

c) Signature Block	AP	MP	RP	PP	FP
1 Planning & Zoning Commission Approval Format			X	X	X

Approved this INSERT DAY day of INSERT MONTH, INSERT YEAR, A.D. by the Planning & Zoning Commission of the City of Bastrop, Texas.

Approved: Attest:

Planning & Zoning Commission Chair City Secretary

c) Signature Block	AP	MP	RP	PP	FP
2 Administrative Approval Format	X	X			

Administratively approved and accepted by the City of Bastrop this INSERT DAY day of INSERT MONTH, INSERT YEAR.

Approved: _____ Attest: _____

City Manager City Secretary

_____

Director of Planning & Development

c) Signature Block	AP	MP	RP	PP	FP
3 Certificate of the Licensed Public Surveyor	X	X	X	X	X

The State of Texas§

County of Bastrop§

KNOW ALL MEN BY THESE PRESENTS

That I, INSERT NAME, do hereby certify that I prepared this plat from an actual and accurate on-the-ground survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Bastrop, Texas.

_____

Signature and Seal of Registered Public Surveyor Date

c) Signature Block	AP	MP	RP	PP	FP
4 Certificate of the Licensed Engineer	X	X	X	X	X

The State of Texas§

County of Bastrop§

KNOW ALL MEN BY THESE PRESENTS

That I, INSERT NAME, do hereby certify that the information contained on this plat complies with the subdivision regulations for the City of Bastrop, Texas and that the 100 year flood plain is as shown and will be contained within the drainage easement and or drainage right-of-way, as shown hereon.

_____

Signature and Seal of Registered Engineer Date

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c) Signature Block	AP	MP	RP	PP	FP
5 Owner's Signature Block	X	X	X		X

The State of Texas§

County of Bastrop§

KNOW ALL MEN BY THESE PRESENTS

That we, INSERT NAME(S) OF OWNER(S), being the owners of INSERT NUMBER OF ACRES acres out of INSERT LEGAL DESCRIPTION, according to the map or plat recorded in Plat Cabinet INSERT NAME, Page INSERT NUMBER, plat records of Bastrop County, Texas and as conveyed to us by deeds recorded in Instrument Number INSERT NUMBER of the official public records of said county do hereby subdivide said land with the plat shown hereon, to be known as INSERT SUBDIVISION NAME subject to easements and restrictions heretofore granted and not released and do hereby dedicate any streets and/or easements shown hereon to the public.

Witness my hand this INSERT DAY day of INSERT MONTH, INSERT YEAR, A.D.

_____

Property Owner Name

_____

Property Owner Address

c) Signature Block	AP	MP	RP	PP	FP
6 County Clerk Signature Block	X	X	X	X	X

The State of Texas§

County of Bastrop§

I, INSERT COUNTY CLERK'S NAME, County Clerk of Bastrop County, Texas, do hereby certify that the foregoing instrument of writing and its

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STAFF REPORT

MEETING DATE: February 25, 2020 **AGENDA ITEM:** 9A

TITLE:
Consider action to approve Resolution No. R-2020-21 of the City Council of the City of Bastrop, Texas authorizing a License to Encroach Agreement with RGG Investments, LLC to build a residential driveway in a Drainage Easement, on Lot 2A in the Bastrop-Chapa Replat, also known as 808 Magnolia Street, as attached as Exhibit A; authorizing the City Manager to execute necessary documents; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:
Jennifer C. Bills, AICP, LEED AP, Assistant Planning Director

BACKGROUND/HISTORY:
The applicant is requesting a license to encroach in order to build a gravel driveway over a 20-foot drainage easement that contains 6-inch underground storm drainpipe. The property is part of the Bastrop-Chapa Subdivision, which was platted in September 2010 as two lots. Lot 2 was replatted into two lots, 2A and 2B in December 2017. Neither the surveyor nor the title company reflected the existing 20-foot drainage easement that was secured by the City in January 1993 for the construction of drainage improvements.

The applicant has received a permit for a new house that will be built on the west side of the property with a floor plan that is 18 feet wide. This license would allow the property owner to construct a gravel driveway over the drainage easement.

POLICY EXPLANATION:
Historically, a License to Encroach Agreement has been reviewed and approved by Council.

FUNDING SOURCE:
N/A

RECOMMENDATION:
Consider action to approve Resolution No. R-2020-21 of the City Council of the City of Bastrop, Texas authorizing a License to Encroach Agreement with RGG Investments, LLC to build a residential driveway in a Drainage Easement, on Lot 2A in the Bastrop-Chapa Replat, also known as 808 Magnolia Street, as attached as Exhibit A; authorizing the City Manager to execute necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:
- Resolution
- Exhibit A – License to Encroachment Agreement

RESOLUTION NO. R-2020-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AUTHORIZING A LICENSE TO ENCROACH AGREEMENT WITH RGG INVESTMENTS, LLC TO BUILD A RESIDENTIAL DRIVEWAY IN A DRAINAGE EASEMENT, ON LOT 2A IN THE BASTROP-CHAPA REPLAT, ALSO KNOWN AS 808 MAGNOLIA STREET, AS ATTACHED AS 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 City Council understands the benefit of having developable residential lots within infill areas of the City near the Downtown; and

WHEREAS, the City of Bastrop City Council understands that housing density provides increased fiscal sustainability to the City; and

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

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

Section 1. The City Manager is hereby authorized to execute a License to Encroach Agreement between the City of Bastrop and RGG Investments, LLC, to construct a gravel driveway for residential use in a drainage easement, for Lot 2A of the Bastrop-Chapa Subdivision, also known as 808 Magnolia 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 25th day of February 2020.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

LICENSE TO ENCROACH AGREEMENT

This is a license agreement for the use of a Drainage Easement (D.E) crossing Lot 2A of the Bastrop-Chapa Subdivision, also known as 808 Magnolia Street for the construction of a gravel driveway, between the City of Bastrop, acting by and through its City Manager (hereinafter "City") and RGG Investments, LLC, acting by and through its agent Jesse McKenzie (hereinafter "Licensee"). Either may herein be referred to individually as "Party"; collectively, City and Licensee will be referred to as the "Parties."

RECITALS

The Parties acknowledge and agree on the following:

1. City shall maintain the use of the drainage easement of certain real property as shown on Exhibit 1 ("the Property").
2. The Property is located in the middle of a residential lot in which Licensee is placing a residential structure.
3. It is in the best interests of City and the public to have developable residential lots that add to the property tax bases, as well as provide housing to the citizens.
4. This Agreement is supported by full and adequate consideration.

TERMS OF THE AGREEMENT

In consideration of the recitals and mutual covenants and agreements contained in this Agreement, the Parties agree to the following terms:

ARTICLE 1

PREMISES AND PRIVILEGES

For and in consideration of the terms, conditions and covenants of this Agreement to be performed by Licensee, all of which Licensee accepts, City authorizes and permits Licensee to have the non-exclusive use of the Drainage Easement for the construction of a gravel driveway. The herein described privileges are transferable and shall convey with the sale of the property for the term of the agreement described in Article 2. Licensee accepts the condition of the Property as is, where is, in its condition as of the effective date of this Agreement with no expectation that City will incur any expense in connection with the Property, including expenses for the repair of the Property necessitated by any damage that might occur to the Property under the use and scope of this Agreement by Licensee for residential purposes.

ARTICLE 2

TERM

The term of this Agreement shall be for a period of one (1) year, beginning on the effective date of this Agreement. Unless and until the Agreement is terminated, this Agreement will renew itself automatically on each anniversary of the Agreement for an additional one (1) year term.

ARTICLE 3

OBLIGATIONS OF LICENSEE

In addition to any other obligations imposed by this Agreement, Licensee accepts and will perform the following obligations:

1. Licensee shall not deny access to drainage improvements granted permission by law.
2. Licensee shall neither construct nor permit any buildings or structures located on the Property other than a gravel driveway.
3. Licensee shall maintain the Property and keep it clear of trash and other debris.
4. Licensee shall not use the Property for storage or parking.
5. Licensee shall not fence across the Drainage Easement.
6. Licensee agrees to remove all other obstructions out of the Drainage Easement.
7. Licensee agrees all future work within the drainage easement will require a request in writing by Licensee answered with written approval by the City Manager.
8. Licensee acknowledges that City may desire to install, repair, remove, or otherwise improve drainage improvements within the drainage easement. In this event, Licensee shall remove any improvements on the Property for such amount of time as is necessary for the City to perform such repairs, or improvements. The City also retains the right to access the property for all other rights incidental to and necessary in connection with any drainage improvements or facilities that may be located on or under the Property. The City will perform all ordinary maintenance related to the Property, and it shall be noted that the following improvements are located within the City's D.E. of the Property:
    - Gravel Driveway

ARTICLE 4

NOT A CONVEYANCE OF REAL PROPERTY INTEREST

The Parties agree and acknowledge that this Agreement is not a conveyance or transfer of any tenancy, leasehold, or ownership interest of any kind in the Property or the public utility easement.

ARTICLE 5

NO LIABILITY FOR CITY

The Parties agree that the City shall have no liability for any losses or damages, neither direct nor consequential, resulting from the loss of any things on the Property, real or personal, whether by theft, vandalism, negligence, act of God, or other event or occurrence.

ARTICLE 6

NO ASSIGNMENT

Licensee shall not assign this Agreement without the prior written consent of the City.

ARTICLE 7

TERMINATION

This Agreement shall terminate upon the occurrence of any of the following:

1. Either the City or the Licensee may terminate this Agreement without cause by submitting 30 (thirty) days written notice of such to the other Party.
2. Licensee defaults in the performance of its obligations under this Agreement, if such default continues for a period of ten (10) days after written notice to Licensee by the City of the default.

Upon termination of this Agreement, Licensee shall remove all things placed within the Right of Way by Licensee or its agents, servants or employees. Licensee shall restore the right of way as nearly as practical to its condition prior to the initial execution of this Agreement.

The failure of the City to declare this Agreement in default shall not operate to bar or waive the right of the City to terminate this Agreement because of any subsequent violation of the Agreement.

ARTICLE 8

MISCELLANEOUS GENERAL PROVISIONS

1. Attorney's Fees. In any action brought for the enforcement of the obligations in this Agreement, the prevailing party shall be entitled to recover interest and reasonable attorney's fees.
2. Misrepresentation. All terms and conditions with respect to this Agreement are expressly contained in this document. Licensee agrees that no representative or agent of the City has made any representation or promise with respect to this Agreement not expressly contained in the Agreement.
3. Paragraph Headings. The paragraph headings are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.
4. Notices. Notices that are sent pursuant to any provision of this Agreement, at a minimum, shall be sent to the following:

5. Choice of Law and Venue. This Agreement is made and entered into by the Parties in the City of Bastrop, Bastrop County, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas and the venue of any suits arising from this Agreement shall be Bastrop County, Texas.
6. Entire Agreement Amendment: This Agreement including any exhibits constitutes the full and entire understanding and agreement between the Parties and supersedes any prior or contemporaneous written or oral agreements between the Parties. This Agreement may not be amended except by a written instrument agreed to and signed by both Parties.
7. Rights and Remedies Cumulative: The rights and remedies provided by this Agreement are cumulative; and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. The rights and remedies provided in this Agreement are given in addition to any other rights the Parties may have by law, statute, ordinance, or otherwise.
8. Agreement Approval: Each Party represents and warrants that all necessary approvals for this Agreement have been obtained, and the persons whose signatures appear below have the authority necessary to execute this Agreement on behalf of the Parties indicated.
9. Originals: This Agreement may be executed in multiple or duplicate originals. A duplicate original or copy of this Agreement is as fully enforceable as an Original, whether the document is a "hard copy" or an electronic copy. This Agreement may be signed and a .pdf copy of the document transmitted electronically which shall then constitute an original signature on the document.
10. Effective Date: This Agreement shall become effective and enforceable upon the date on which both Parties signatures are collected and so attested.

SIGNATURE PAGE TO FOLLOW.

AGREED:

City of Bastrop, Texas

By: _____ Date Signed: _____
Trey Job, Acting City Manager

ATTEST:

_____
Ann Franklin, City Secretary for Bastrop, Texas

AGREED:

By: _____ Date Signed: _____

Title: Jesse McKenzie, Agent

ATTEST:

By: _____ Date Signed: _____

Exhibit 1

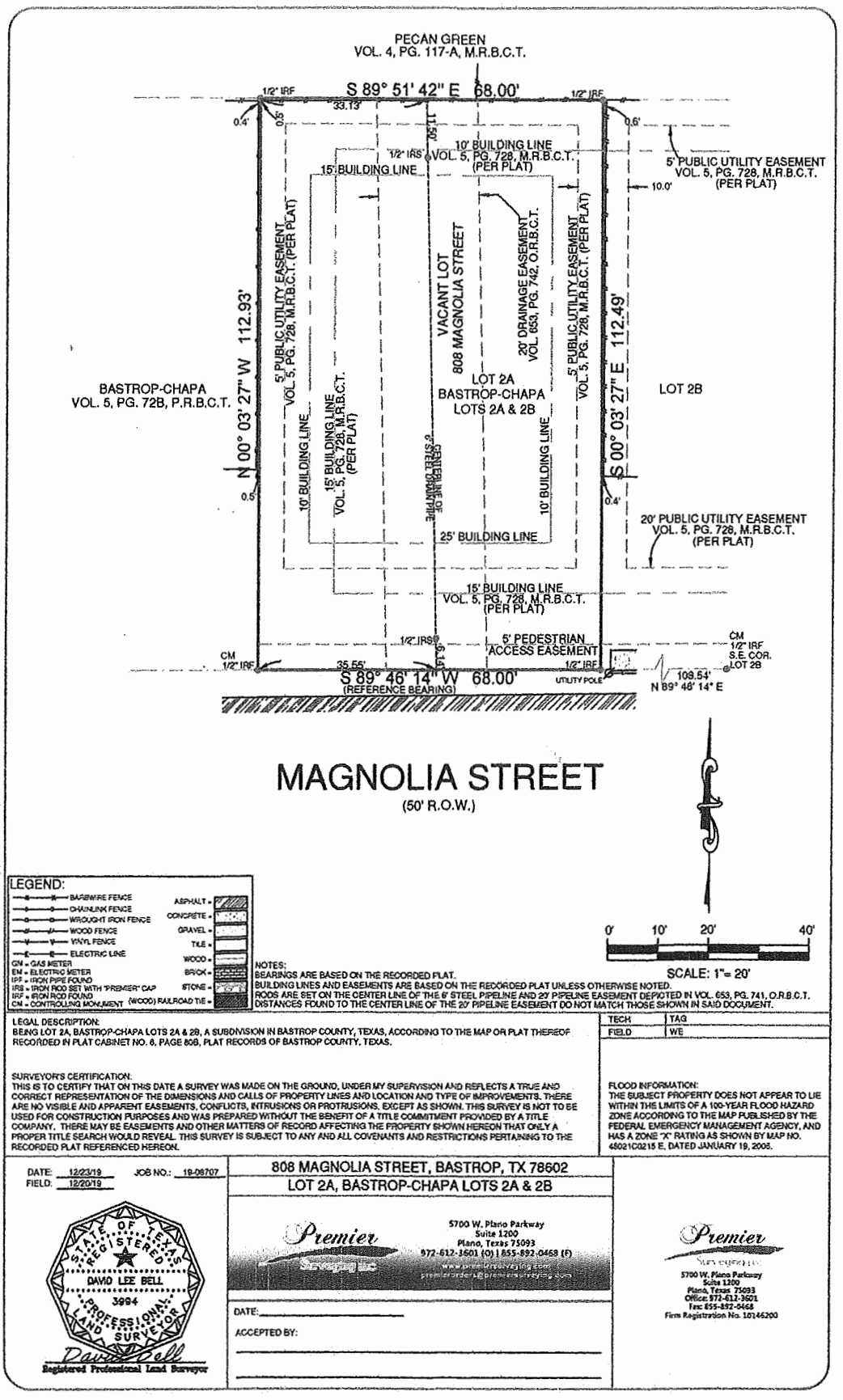


Exhibit 1

LEGEND:

BARBWIRE FENCE
CHAINLINK FENCE
WROUGHT IRON FENCE
WOOD FENCE
VINYL FENCE
ELECTRIC LINE
GM = GAS METER
EM = ELECTRIC METER
IPF = IRON PIPE FOUND
IRS = IRON ROD SET WITH "PREMIER" CAP
IRF = IRON ROD FOUND
CM = CONTROLLING MONUMENT
ASPHALT
CONCRETE
GRAVEL
TILE
WOOD
BRICK
STONE
(WOOD) RAILROAD TIE

NOTES:
BEARINGS ARE BASED ON THE RECORDED PLAT.
BUILDING LINES AND EASEMENTS ARE BASED ON THE RECORDED PLAT UNLESS OTHERWISE NOTED.
RODS ARE SET ON THE CENTER LINE OF THE 6' STEEL PIPELINE AND 20' PIPELINE EASEMENT DEPICTED IN VOL. 653, PG. 741, O.R.B.C.T.
DISTANCES FOUND TO THE CENTER LINE OF THE 20' PIPELINE EASEMENT DO NOT MATCH THOSE SHOWN IN SAID DOCUMENT.

LEGAL DESCRIPTION:
BEING LOT 2A, BASTROP-CHAPA LOTS 2A & 2B, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT CABINET NO. 6, PAGE 80B, PLAT RECORDS OF BASTROP COUNTY, TEXAS.

TECH	TAG
FIELD	WE

SURVEYOR'S CERTIFICATION:
THIS IS TO CERTIFY THAT ON THIS DATE A SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION AND REFLECTS A TRUE AND CORRECT REPRESENTATION OF THE DIMENSIONS AND CALLS OF PROPERTY LINES AND LOCATION AND TYPE OF IMPROVEMENTS. THERE ARE NO VISIBLE AND APPARENT EASEMENTS, CONFLICTS, INTRUSIONS OR PROTRUSIONS, EXCEPT AS SHOWN. THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES AND WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY A TITLE COMPANY. THERE MAY BE EASEMENTS AND OTHER MATTERS OF RECORD AFFECTING THE PROPERTY SHOWN HEREON THAT ONLY A PROPER TITLE SEARCH WOULD REVEAL. THIS SURVEY IS SUBJECT TO ANY AND ALL COVENANTS AND RESTRICTIONS PERTAINING TO THE RECORDED PLAT REFERENCED HEREON.

FLOOD INFORMATION:
THE SUBJECT PROPERTY DOES NOT APPEAR TO LIE WITHIN THE LIMITS OF A 100-YEAR FLOOD HAZARD ZONE ACCORDING TO THE MAP PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AND HAS A ZONE "X" RATING AS SHOWN BY MAP NO. 48021C0215 E, DATED JANUARY 19, 2005.

DATE: 12/23/19 JOB NO.: 19-08707
FIELD: 12/20/19

808 MAGNOLIA STREET, BASTROP, TX 78602
LOT 2A, BASTROP-CHAPA LOTS 2A & 2B

STATE OF TEXAS
REGISTERED
DAVID LEE BELL
3994
PROFESSIONAL
LAND SURVEYOR

David Bell
Registered Professional Land Surveyor

Premier Surveying LLC
5700 W. Plano Parkway
Suite 1200
Plano, Texas 75093
972-612-3601 (O) | 855-892-0468 (F)
www.premiersurveying.com
premiersurvey@premiersurveying.com

DATE:

ACCEPTED BY:

Premier Surveying LLC
5700 W. Plano Parkway
Suite 1200
Plano, Texas 75093
Office: 972-612-3601
Fax: 855-892-0468
Firm Registration No. 10146200

808 Magnolia License to Encroach

Consider action to approve Resolution No. R-2020-21 of the City Council of the City of Bastrop, Texas authorizing a License to Encroach with RGG Investments, LLC to build a residential driveway in a Drainage Easement, as attached as Exhibit A; authorizing the City Manager to execute necessary documents; providing for a repealing clause; and establishing an effective date.

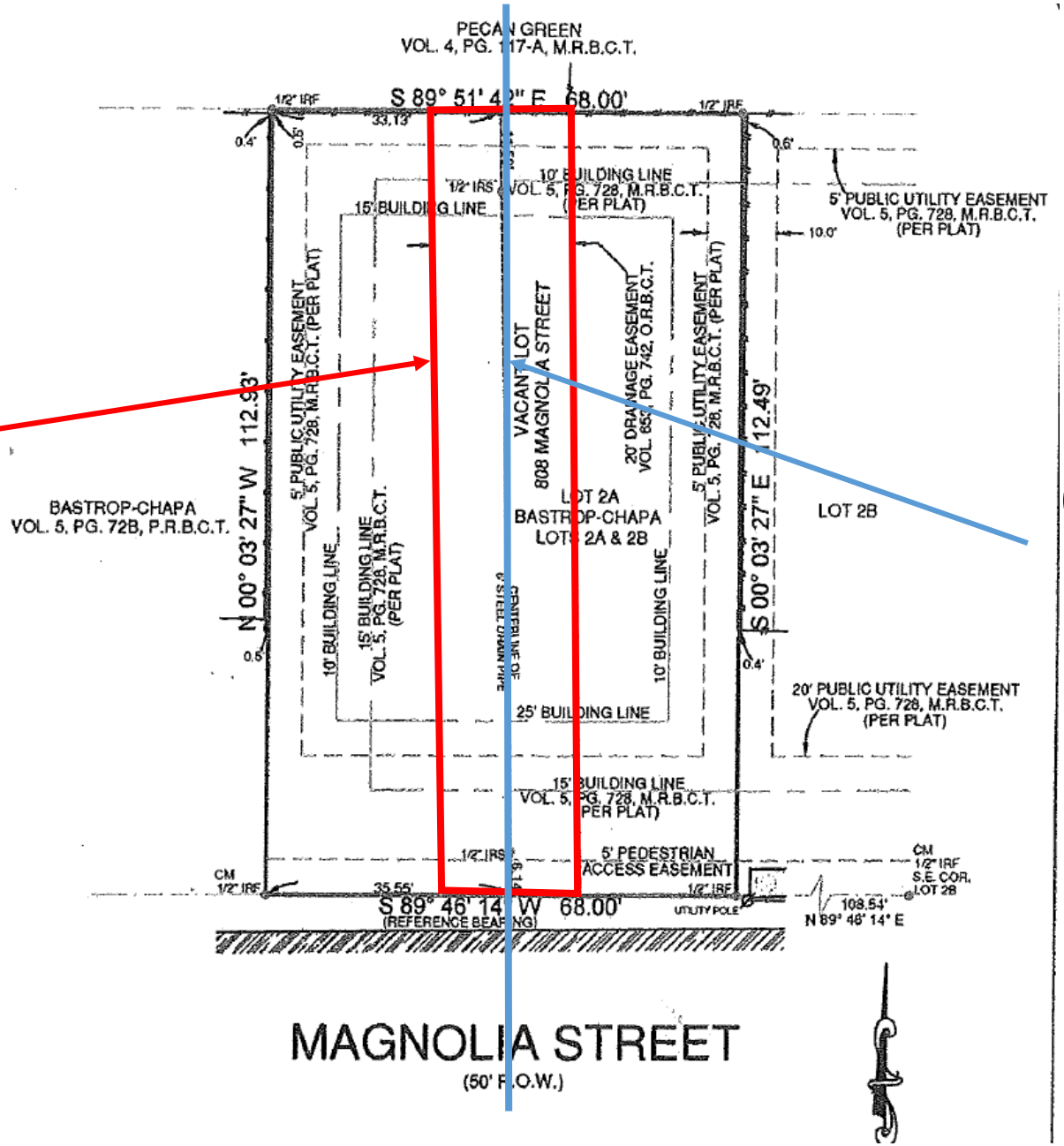
Request

- Build a gravel driveway over a 20-foot Drainage Easement
- Contains a 6-inch storm drain pipe
- Easement was not identified with Lot 2A was platted

BASTROPTX
Heart of the Lost Pines / Est. 1832

Lot Layout

20-foot drainage easement



6-inch storm drainpipe

BASTROPTX
Heart of the Lost Pines / Est. 1832

STAFF REPORT

MEETING DATE: February 25, 2020 **AGENDA ITEM**: 9B

TITLE:
Consider action to approve Resolution No. R-2020-15 of the City Council of the City of Bastrop, Texas, awarding a best value contract for maintenance of the SCADA system for FY 2019-2020 to Central Texas Water Maintenance, LLC.; 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:
Curtis Hancock, Assistant Director of Public Works
Trey Job, Acting City Manager

BACKGROUND/HISTORY:
The City of Bastrop, in connection with carrying out its various ordinances and duties to provide maintenance on City's water system, has made water quality a priority. In order to assure this quality, the City utilizes the SCADA system to monitor water quality. To ensure proper functioning of the SCADA monitoring system, the City contracts for the maintenance, performance, and repair as needed. In order to provide for this monitoring, staff prepared and solicited an RFP and completed the bid tabulation and comparison.

On January 27, 2020, two (2) bids were received for the best value contract for maintenance of the SCADA system FY 2019-2020. Following review of the submittals, it was found that the best value quote was from Central Texas Water Maintenance, LLC. Therefore, staff recommends award of the contract to Central Texas Water Maintenance, LLC. per EXHIBIT A.

POLICY EXPLANATION:
The City is required to maintain its utilities and is given authority to do so in the Local Government Code. TCEQ requires monitoring of the system.

FUNDING SOURCE:
SCADA maintenance is funded in the FY2019-2020 budget under Water and Wastewater maintenance.

RECOMMENDATION:
Consider action to approve Resolution No. R-2020-15 of the City Council of the City of Bastrop, Texas, awarding a best value contract for maintenance of the SCADA system for FY 2019-2020 to Central Texas Water Maintenance, LLC.; 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 R-2020-15
- Central Texas Water Maintenance, LLC RFP submittal for RFP WWW-2020-2 REQUEST FOR PROPOSAL FOR BEST VALUE CONTRACT FOR MAINTENANCE OF THE SCADA SYSTEM FY 2019-2020
- Bid tabulation and comparison
- Draft agreement document

RESOLUTION NO. R-2020-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDING A BEST VALUE CONTRACT FOR MAINTENANCE OF THE SCADA SYSTEM FOR FY 2019-2020 TO CENTRAL TEXAS WATER MAINTENANCE, LLC.; 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 appointed the City Manager as the Chief Administrative Officer of the City; and

WHEREAS, The City Manager is responsible for the proper administration of all affairs of the City; and

WHEREAS, The City Council has the steadfastness to ensure the quality of our City water supply; and

WHEREAS, The City of Bastrop has received all bids, and determined the best value contract.

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 a master Services Agreement with Central Texas Water Maintenance, LLC. for the rates attached as Exhibit A.

Section 2: That the City Council of the City of Bastrop has found Central Texas Water Maintenance, LLC., to be a subject matter expert in the field of SCADA services.

Section 3: 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 4: That this Resolution shall take effect immediately upon its passage, and it resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 25th day of February, 2020.

APPROVED:

_____

Connie B. Schroeder, Mayor

ATTEST:

_____

Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____

Alan Bojorquez, City Attorney

EXHIBIT A to RESOLUTION R-2020-15

SCADA Services Agreement

This SERVICES AGREEMENT ("the Agreement") dated this _____ day of _____, 2020, is made between the **CITY OF BASTROP**, a Texas home-rule municipality (the "City") and **Central Texas Water Maintenance, LLC** (the "Contractor"). The City and the Contractor are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

The City has publicly advertised and solicited proposals for the award of a service agreement for the purpose of establishing a relationship with a qualified vendor for the provision of SCADA related services, including the elements set forth in the following Scope of Work, and as may be needed by the City from time to time. *See* EXHIBIT A. The Contractor has submitted a proposal in response to the solicitation. See EXHIBIT B.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS and agreements contained in this Agreement, the Parties to this Agreement agree to the services related to SCADA, radio telemetry, controls, equipment, and programming as follows:

1. Effective Date; Term; Renewal

This Agreement shall commence upon the last day of execution of the Parties of this Agreement, i.e., the Effective Date, and shall be in effect for one (1) year. This Agreement may be renewed for up to three (3) consecutive one-year renewals when it is in the best interest of the City and upon consent of both parties.

2. Scope of Work

The City and the Contractor agree that the Contractor will perform services as requested by the City and as outlined in the attached EXHIBIT A and EXHIBIT B and made part of this Agreement as if incorporated herein.

3. Purchase Price and Invoicing

The City will pay to the Contractor for the Services performed in EXHIBIT B in accordance with the pricing as listed in the Cost Proposal Table in EXHIBIT B.

Contractor shall invoice the City for products and/or services provided after delivery. Invoices shall be sent to the following:

City of Bastrop Water/Wastewater Department
PO Box 427
Bastrop, TX 78602

Contractor acknowledges that Purchase Orders are required when an order is placed, and that the City is a Net 30 payor.

City shall pay Contractor within thirty (30) days of receipt of invoices less any disputed amounts. If City disputes any portion of the invoice, the undisputed portion will be paid and Contractor will be notified in writing, within ten (10) days of receipt of the invoice of the amounts in dispute. Contractor and City will attempt to resolve the payment dispute within sixty (60) days or the matter may be submitted to mediation as provided below.

4. Independent Contractor:

Contractor is an independent contractor of the City and that Contractor is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

5. Insurance

The Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof; at the Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

1. *Worker's Compensation*

   (a) Statutory Limits:
   (b) Employers' Liability - Worker's compensation with the policy endorsed to provide a waiver of subrogation as to the City, employer's liability insurance of not less than $100,000 for each accident.

2. *General Liability*

   (a) Combined bodily injury - $1,000,000 per occurrence and property damage
   (b) General - $1,000,000 aggregate. Where work is being performed in connection with an existing facility owned or leased by the City, the policy shall include fire legal liability of not less than $100,000 per occurrence.

3. *Auto Liability*

   (a) Bodily injury - $500,000
   (b) Property damage - $300,000 or combined single limits. Comprehensive automobile and truck liability insurance, covering owned, hired and non-owned

vehicles, with minimum limits of $300,000, combined single limit each occurrence, for property damage, such insurance to include coverage for loading and unloading hazards.

Certificates of insurance of each policy shall be delivered to the Water/Wastewater Department along with a statement of endorsement from each insurance company that such policy shall not be canceled, non-renewed, or materially changed without thirty (30) days written notice being given the City. Prior to the effective date of cancellation of such insurance, non-renewal, or material change, Contractor shall deliver to the City a replacement certificate in compliance with this Agreement.

The Contractor will assume complete responsibility for any claim of property damage, loss, theft, or bodily injury, which may directly or indirectly arise from the Contractor's performance under the terms of the Agreement. The Contractor will be required to furnish the City a certificate and copies of public liability insurance in the minimum amount of $1,000,000 for combined single limits. Alternatively, a State of Texas Certificate of Self-Insurance may be furnished in lieu of a certificate evidencing Worker's Compensation Insurance. The City shall be named as an additional insured party on Contractor's general liability policy and any excess/umbrella liability insurance policies.

6. Cancellation or Modification of Agreement

Renewals shall be in writing and signed by the City's authorized representative, without further action by the City subject to and contingent upon appropriation of funding. The City reserves the right to terminate, without liability to the City, any agreement for which funding is not available.

7. Entire Agreement

This Agreement (together with any exhibits attached hereto) constitutes the entire agreement of the Parties. There are no other promises or conditions in any other agreement either oral or written. This Agreement supersedes any prior written agreements between the Parties. No oral statement of any person shall modify or otherwise change, or effect the terms, conditions or specifications stated in the resulting Agreement. All change orders to the Agreement will be made by the City of Bastrop in writing.

8. Mandatory Disclosures

Texas law requires that vendors make certain disclosures. To the extent required and applicable under Texas law, within 30 days after execution of this Agreement, Contractor must submit to the City a copy of the Conflict of Interest Questionnaire form (Form CIQ) approved by the Texas Ethics Commission in accordance with Texas Local Government Code Chapter 176, and the Affidavit regarding Prohibition on Contracts with Companies Boycotting Israel (see Texas Government Code Chapter 2270). The Contractor must also complete and submit the Certificate of Interested Parties Form 1295, as required by the Texas Ethics Commission, and submit it to the Ethics Commission with a copy to the City. The form is available online at: https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm.

9. Indemnity

THE CONTRACTOR AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, BOTH PAST AND PRESENT, FROM AND AGAINST LIABILITY FOR ANY AND ALL CLAIMS, LIENS, SUITS, DEMANDS, AND ACTIONS FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), AND EXPENSES, (INCLUDING COURT COSTS, ATTORNEYS' FEES AND OTHER REASONABLE COSTS OF LITIGATION) ARISING OUT OF OR RESULTING FROM CONTRACTOR'S WORK AND ACTIVITIES CONDUCTED IN CONNECTION WITH OR INCIDENTAL TO THIS AGREEMENT AND FROM ANY LIABILITY ARISING OUT OF OR RESULTING FROM INTENTIONAL ACTS OR NEGLIGENCE OF THE CONTRACTOR, INCLUDING ALL SUCH CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW, OR BASED IN WHOLE OR IN PART UPON THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS.

IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, THE CITY AND CONTRACTOR, THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT INDEMNIFIES AND PROTECTS THE CITY FROM THE CONSEQUENCES OF THE CONTRACTOR'S OWN NEGLIGENCE.

THE CONTRACTOR FURTHER AGREES THAT IT SHALL AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS, AS WELL AS THEIR PROPERTY, WHILE IN THE VICINITY WHERE THE WORK IS BEING DONE. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OR OTHER FAULT OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, OR OTHER PERSONS ASSOCIATED WITH THE CONTRACTOR.

THE CONTRACTOR AGREES TO INDEMNIFY AND SAVE THE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKERS, MECHANICS, MATERIALMEN, AND FURNISHERS OF SUPPLIES, EQUIPMENT, FINANCING OR ANY OTHER GOODS OR SERVICES, TANGIBLE OR INTANGIBLE. WHEN THE CITY SO DESIRES, THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED.

10. Professional Standards

The Contractor agrees to abide by and perform the services under this Agreement with the degree of skill and diligence normally practiced by professionals performing the same or similar services, and in accordance with the applicable ethics of his/her profession, and all applicable federal, state, and municipal laws, regulations and ordinances governing the Contractor's profession.

11. Assignment

The Contractor shall not assign, sell, transfer or convey this Agreement, or any of the services herein, without the prior written consent of the City.

12. Law Governing and Venue

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

13. Dispute Resolution Procedures

The Contractor and the City desire an expeditious means to resolve any dispute that may arise between them regarding this Agreement. If either party disputes any matter in relation to this Agreement, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

14. Termination

Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party. City shall pay Contractor for all Services rendered through the date of termination. If either party defaults in its obligations hereunder, the non-defaulting party, after giving seven (7) days' written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued during such seven-day period, terminate this Agreement or suspend performance under this Agreement.

15. Notices

Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

City of Bastrop
P.O. Box 427
Bastrop, Texas 78602
Attn: City Manager

Contractor: Central Texas Water Maintenance, LLC
Attn: Ben E. Gray, Jr., President
PO Box 636
Buda, TX 78610

16. Severability

If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the provision declared invalid or unenforceable shall continue as to other circumstances.

17. Public Information

This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Tex. Gov't. Code Ann. Chapter 552 et seq., as amended (the "Texas Public Information Act") the same shall be of no force and effect.

18. No Third-Party Beneficiaries

This Agreement is entered solely by and between and may be enforced only by and among the Parties. Except as set forth above, this Agreement shall not be deemed to create any rights in or obligations to any third parties.

19. No Waiver of Immunities

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the parties hereto, their past or present council members, officials, officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Neither party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

20. Paragraph Headings

The paragraph headings used in the Agreement are descriptive only and shall have no legal force or effect whatsoever.

21. No Waiver

A failure or delay in the enforcement of the rights detailed in the Agreement by either party shall not constitute a waiver of rights or be deemed a basis for estoppel. The parties may exercise their rights under this Agreement despite delay or failure to enforce those rights.

22. Multiple Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below.

CITY OF BASTROP

_____ _____
City Manager Date

Attest:

_____ _____
Ann Franklin, City Secretary Date

Central Texas Water Maintenance

_____ _____
Contractor Date

_____
Printed Name and Title

ATTACHMENTS ARE AS FOLLOWS:

- **ATTACHMENT "A" – City of Bastrop RFP 2020-2 (Request for Proposal for Best Value of the SCADA System FY 2019-2020)**
- **ATTACHMENT "B" – Contractor Proposal**

CTWM
CENTRAL TEXAS
WATER MAINTENANCE

P.O. Box 636
Buda, Texas 78610

www.ctwm.com

City of Bastrop
RFP for WWW – 2020 – 2
SCADA System Maintenance
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bengr



City of Bastrop

Request for Proposal

REQUEST FOR PROPOSAL NUMBER: WWW-2020-2

PROJECT TITLE: Request for Proposal for Best Value Contract for Maintenance of the SCADA System FY 2019-2020

SEALED PROPOSAL DEADLINE DATE AND TIME: January 27, 2020 at 2:00 PM

SEALED PROPOSAL OPENING DATE AND TIME: January 27, 2020 at 2:00 PM

Proposers must submit complete original RFP Packet.
No proposals submitted after the above deadline will be accepted.

Contact: Curtis Hancock at (512)332-8964, chancock@cityofbastrop.org

bengr

The City of Bastrop ("City") is accepting Competitive Sealed Proposals for a one (1) year Best Value Contract for Maintenance of the SCADA System FY 2019-2020 with an option for three (3) additional one-year renewals if both parties agree.

PROPOSERS MUST SUBMIT THE COMPLETE ORIGINAL RFP PACKET. Proposals will be accepted by the City Secretary's office, located at 1311 Chestnut Street, PO Box 427, Bastrop, Texas 78602 UNTIL 2:00 PM LOCAL TIME, on Monday, January 27, 2020. Proposals will be publicly opened and read aloud on Monday, January 27, 2020 at 2:00 PM for products/services listed above.

Specifications, proposal forms, and instructions to proposers are posted on **www.cityofbastrop.org** for vendors to download. The City is not responsible for any vendor's costs associated in the preparation of the proposal. Also, should a vendor propose an alternate, any test costs to prove equality of product will be at the expense of the vendor, not the City.

Any proposals received after the time and date listed above, regardless of the mode of delivery, shall be returned unopened.

Any technical questions should be directed to Curtis Hancock at chancock@cityofbastrop.org.

The City reserves the right to reject any or all proposals, in whole or part, to waive any informality in any proposal, and to accept the proposal which, in its discretion, is in the best interest in the City.

Curtis Hancock, Assistant Public Works Director, chancock@cityofbastrop.org

bengr

***** VENDOR IS TO SUBMIT THE COMPLETE ORIGINAL PROPOSAL PACKET TO FACILITATE EVALUATION. IF THE COMPLETE ORIGINAL RFP PACKET IS NOT SUBMITTED, YOUR PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE TO SPECIFICATIONS AND WILL NOT BE CONSIDERED FOR FURTHER EVALUATION. *****

PROPOSAL PACKET: You must submit every document specified in the proposal packet.

PERIOD OF CONTRACT: Contract will be for a period of one (1) year from the date of City Council approval with an option to renew for three (3) additional one (1) year periods.

GENERAL CONDITIONS: This contract shall be for the primary purpose of provision of SCADA system integrator services as required by specific utility sections. It is the City's intent to award a single contract for all services described in this specification.

ORDERING: Materials, if any, furnished under this contract shall be ordered by the issuance of a purchase order by the City of Bastrop.

CANCELLATION OF CONTRACT: Either party may terminate this contract with a thirty (30) day written notice.

INVOICING AND INSURANCE Invoices and insurance will be sent to the following:

City of Bastrop Water/Wastewater Department
PO Box 427
Bastrop, TX 78602

NON-APPROPRIATION FUNDS: Non-appropriation of funds for services or purchases by the City shall render this contract null and void.

INSURANCE REQUIREMENTS: Please read the insurance requirements. Make sure you can meet them as listed. If you are awarded the proposal, you must be able to obtain the necessary insurance within five (5) days.

QUESTIONS: Any technical questions regarding these specifications or contract may be directed to Curtis Hancock, at (512)332-8964 or chancock@cityofbastrop.org on Monday through Friday, between the hours of 7:00 AM – 3:00 PM.

bengr

INTENT

It is the intent of these specifications to describe the SCADA system integrator services as required by specific utility sections for which the City is requesting proposals, in order to establish an annual contract. The contract awarded as a result of this Request for Proposal shall be for a period of one (1) year from the date of the award. The City reserves the right to renew the contract for three (3) annual renewals, if it is in the City's best interest and agreed upon by the successful proposer.

MINIMUM SPECIFICATIONS

The City is requesting proposals for a one (1) year Best Value Contract for Maintenance of the SCADA System FY 2019-2020 with an option for three (3) additional one-year renewals if both parties agree. The Scope of Work is attached as Exhibit A. Proposals must include the completed Cost Proposal Table, attached as Exhibit B, and the Proposal Submittal, attached as Exhibit C. All improvements shall meet the City of Bastrop specifications.

AWARD CRITERIA

In determining which proposal offers the "best value," the City will consider the following criteria:

1. TECHNICAL RESOURCES (scoring weight 30%): The City will evaluate the personnel resources, equipment and capacity of proposer to fully understand and deal with the requirements of the project. This may include a survey visit of the bidder's three (3) customer references.

2. EXPERIENCE (scoring weight 30%): The City will evaluate the level of staff and expertise for this project; suitability of submitted experience to the range of work required by the City; the availability and experience of the assigned personnel; the ability of that staff to demonstrate their comprehension and experience in the planning and execution of a coordinated program to perform the services in this RFP.

3. COST (scoring weight 40%): The City will evaluate the proposer's cost submittal.

Proposers are directed not to contact or lobby any employee of the City of Bastrop, Texas, members of the Selection Committee, or the City Council. After the City's decision, the successful proposer will be notified of their selection.

The City of Bastrop, Texas reserves the right to reject any or all proposals as deemed to be in the best interest of the City of Bastrop, Texas. Receipt of a proposal from a bidder shall under no circumstances obligate the City of Bastrop, Texas to award the contract.

bengr

SIGNATURE AND COMPANY INFORMATION

Company Name	Central Texas Water Maint.,LLC
Mailing Address	PO Box 636
Physical Address	5905 Williamson Rd., Creedmoor, Tx. 78610
City, State, Zip Code	Buda, Texas 78610
Phone Number	512.243.2281 ext. 103 (Amy)
Fax Number	512.610.3268
Email Address	bengray@ctwm.com,
Tax ID Number	74-2487391
Signature of Authorized Agent	Ben E. Gray, Jr. Ben E. Gray, Jr.
Printed Name of Authorized Agent	Ben E. Gray, Jr. (Benny)
Title	President
Date	01/27/2020

bengr

SUBMITTAL OF PROPOSAL:

REMEMBER, EACH VENDOR IS TO SUBMIT THE COMPLETE ORIGINAL RFP PACKET TO FACILITATE EVALUATION. IF THE COMPLETE ORIGINAL RFP PACKET IS NOT SUBMITTED, YOUR PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE TO SPECIFICATIONS AND WILL NOT BE CONSIDERED FOR FURTHER EVALUATION.

Be sure your envelope is completely and properly identified and sealed, showing the proposal number, proposal due date, and proposal name in the lower left-hand corner. Failure to comply may result in a late proposal delivery. **LATE PROPOSALS WILL NOT BE ACCEPTED**!

Mailing Address or Hand Delivery or Delivery Service

City of Bastrop, City Hall
City Secretary's Office
1311 Chestnut Street
PO Box 427
Bastrop, Texas 78602

PROPERLY IDENTIFIED ENVELOPE (10" x 13" Clasp or Sealed Envelope)

(RETURN ADDRESS) **(STAMP)**

CITY OF BASTROP
City SECRETARY'S OFFICE
1311 CHESTNUT STREET
PO BOX 427
BASTROP, TEXAS 78602

PROPOSAL NUMBER: WWW – 2020 -2
PROPOSAL DEADLINE AND OPENING: JANUARY 27, 2020 AT 2:00 PM
PROPOSAL NAME: Request for Proposal for Best Value Contract for Maintenance of the SCADA System FY 2019-2020

bengr

SUPPLEMENTAL INFORMATION

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned, declare that I am authorized to make this statement on behalf of Central Tx Wtr Maint LLC (name of your company), a Limited Liability Company (LLC) (type of company structure) organized under the laws of the State of Texas, and that I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of Central Texas Water Maintenance, LLC (name of your company) is employed by the City of Bastrop or is an elected or appointed official of the City of Bastrop within the restrictions of the Bastrop City Charter.

I am aware that Section 13.01 of the Bastrop City Charter states:

"No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or service. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee violating this section shall forfeit his/her office or position. Any violation of this section, with the knowledge expressed or implied of a person or corporation contracting with the City, shall render the contract involved voidable by the Council."

Central Texas Water Maint. LLC
Name of Contractor

By: Ben E. Gray, Jr. Ben E. Gray Jr.
(Signature)

Ben E. Gray, Jr
(Print Name)

President
(Title)

Date: January 27, 2020

STATE OF Texas §
§
COUNTY OF Travis §

SUBSCRIBED AND SWORN TO before me this 27 day of January, 2020.

AMY GRAY
Notary Public, State of Texas
Comm. Expires 04-29-2023
Notary ID 131993155

Notary Public, State of Texas Amy Gray

bengr

NON-COLLUSION STATEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Proposer, and that the contents of this proposal as to prices, terms or conditions have not been communicated by the undersigned nor by any employer or agent to any other person engaged in this type of business prior to the official opening of this proposal.

EXECUTION OF OFFER

It is understood by the undersigned that the right is reserved to reject any or all written Proposals for this service. The prices stated in response to the RFP includes the furnishings of all products. In compliance with this RFP, and subject to all of the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted.

Signing this Proposal with a false statement is a material breach of Contract and shall void the submitted Proposal or any resulting Contracts and the Proposer may be removed from all Proposal lists. By signature below the Proposer certifies that it has not given, offered to give nor intends to give any economic opportunity, future employment, gift, loan, gratuity, discount, trip, favor or service to anyone in connection with this Proposal.

Company Name	Central Texas Water Maint.,LLC
Mailing Address	PO Box 636
Physical Address	5905 Williamson Rd., Creedmoor, Texas 78610
City, State, Zip Code	Buda, Texas 78610
Phone Number	512.243.2281 ext. 103 (Amy)
Fax Number	512.610.3268
Email Address	bengray@ctwm.com; amy@ctwm.com
Signature of Authorized Agent	Ben E. Gray, Jr. Ben E. Gray Jr
Printed Name of Authorized Agent	Ben E. Gray, Jr.
Title	President
Date	January 27, 2020

bengr

ACCOUNTS REFERENCE LISTING

All proposers should enclose an Accounts Reference Listing, having a *minimum* of three (3) references to which the proposer has provided similar services to those described in the Scope of Work of this RFP within the last five (5) years for at least two (2) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

Please list Company Name, Address, and Person to Contact, Phone Number, and Email address:

1. Company Name: Polonia WSC
   Address: 2990 FM 1185 Lockhart, Texas 78644
   Contact Person: Paul Pittman, Mgr. / Bud Cheatem
   Phone Number: 512.559.2030 Email address: pwsc@ranchwireless.com
2. Company Name: Goforth WSC
   Address: 8900 Niederwald Strasse, Kyle, Texas 78640
   Contact Person: Mario Tobias / John Gerrardo
   Phone Number: 512.376.5695 Email address: info@goforthwater.org
3. Company Name: Manville WSC
   Address: 13805 TX-95, Coupland, TX 78615
   Contact Person: Tony Graf / Erik Prinz
   Phone Number: 512.856.2488 Email address: tonygraf@manvillewsc.org / eprinz@manvillewsc.org
4. Company Name: City of Florence
   Address: 106 S. Patterson Ave., Florence, Texas 76527
   Contact Person: AJ Olson
   Phone Number: 512.563.5789 Email address: Andy.Olson@amwater.com
5. Company Name: Dripping Springs WSC
   Address: 101 Hays St., #416 Dripping Springs, Texas 78620
   Contact Person: AJ Gray
   Phone Number: 512.858.7897 Email address: aj@drippingspringswater.com

COMPANY NAME: Central Texas Water Maintenance, LLC

SIGNATURE: Ben E. Gray, Jr. Ben E. Gray, Jr.

PRINTED NAME: Ben E. Gray, Jr.

bengr

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in the City and City of Bastrop's proposal process. The City contact referenced on this Invitation to Bid will provide additional clarification on specifications, assistance with Bid Proposal Forms, and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The City of Bastrop recognizes the certifications of both the State of Texas General Services Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact:

State of Texas HUB Program
Texas Building Procurement Com.
PO Box 13047
Austin, TX 78711-3047
(512) 463-5872

OR

North Central Texas
Regional Certification Agency
624 Six Flags Drive, Suite 216
Arlington, Texas 76011
(817) 640-0606

If your company is already certified, attach a copy of your certification to this form and return with your proposal.

Company Name	
Mailing Address	
Physical Address	
City, State, Zip Code	
Phone Number	
Fax Number	
Email Address	
Signature of Authorized Agent	
Printed Name of Authorized Agent	
Title	
Date	

CHECK ALL THAT APPLY:

Minority-Owned Business Enterprises ☐

Women-Owned Business Enterprises ☐

Disadvantaged Business Enterprises ☐

bengr

City and City of Bastrop

COOPERATIVE PURCHASING FORM

Should other Government Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply?

Yes ☑ No ☐

If you, the Vendor checked yes, the following will apply: Government entities utilizing Inter-Governmental Contracts with the City of Bastrop will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this proposal. All purchases by Governmental Entities other than the City will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material/service as needed.

bengr

CITY OF BASTROP

INDEMNIFICATION

THE CONTRACTOR AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, BOTH PAST AND PRESENT, FROM AND AGAINST LIABILITY FOR ANY AND ALL CLAIMS, LIENS, SUITS, DEMANDS, AND ACTIONS FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), AND EXPENSES, (INCLUDING COURT COSTS, ATTORNEYS' FEES AND OTHER REASONABLE COSTS OF LITIGATION) ARISING OUT OF OR RESULTING FROM CONTRACTOR'S WORK AND ACTIVITIES CONDUCTED IN CONNECTION WITH OR INCIDENTAL TO THIS CONTRACT AND FROM ANY LIABILITY ARISING OUT OF OR RESULTING FROM INTENTIONAL ACTS OR NEGLIGENCE OF THE CONTRACTOR, INCLUDING ALL SUCH CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW, OR BASED IN WHOLE OR IN PART UPON THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF CONTRACTOR, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS.

IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, THE CITY AND CONTRACTOR, THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT INDEMNIFIES AND PROTECTS THE CITY FROM THE CONSEQUENCES OF THE CONTRACTOR'S OWN NEGLIGENCE.

THE CONTRACTOR FURTHER AGREES THAT IT SHALL AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS, AS WELL AS THEIR PROPERTY, WHILE IN THE VICINITY WHERE THE WORK IS BEING DONE. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OR OTHER FAULT OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, OR OTHER PERSONS ASSOCIATED WITH THE CONTRACTOR.

THE CONTRACTOR AGREES TO INDEMNIFY AND SAVE THE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKERS, MECHANICS, MATERIALMEN, AND FURNISHERS OF SUPPLIES, EQUIPMENT, FINANCING OR ANY OTHER GOODS OR SERVICES, TANGIBLE OR INTANGIBLE. WHEN THE CITY SO DESIRES, THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED.

INDEPENDENT CONTRACTOR

Contractor acknowledges that Contractor is an independent contractor of the City and that Contractor is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

Nothing contained in this Contract shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Contract.

I understand that the indemnification and Independent Contractor provisions are requirements of all City of Bastrop Contracts. I have read the provisions and agree to the terms of these provisions.

Central Texas Water Maintenance, LLC

Company Name

Ben E. Gray Jr. Ben E. Gray Jr.

Signature

President

Title

January 22, 2020

Date

bengr

CITY OF BASTROP
GENERAL INSTRUCTIONS TO PROPOSERS

1. ELIGIBLE PROPOSERS

Proposers are limited to those persons or firms qualified and engaged in a full-time business and can assume liabilities for any performance or warranty service required.

2. PROPOSAL DELIVERY

Proposals must be received in the City Secretary's office prior to the stated due date and time. It is the sole responsibility of the Proposer to ensure timely delivery of the completed RFP. The City will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the proposer. Late proposals will be returned to the proposer unopened.

Proposers are reminded that the U.S. Postal Service deliveries may be delayed. Proposers are responsible for on-time deliveries of proposal documents to the City of Bastrop, and are strongly encouraged to use alternate means, such as overnight/hand delivery carriers, or allow ample time for USPS deliveries to be received in time. Additionally, local courier firms and copy shops may accept fax copies, seal them and deliver to the City, for fees, for which the vendor bears responsibility.

3. PROPOSAL DOCUMENTS

Review of Documents: Proposers are expected to examine all documents that make up the proposal. Proposers shall promptly notify the City of any omission, ambiguity, inconsistency or error that they may discover upon examination of the proposal. The City assumes no responsibility for any errors or misrepresentations that result from the use of incomplete Proposals.

Location of Documents: The Department Head or designee issues RFPs. The location and phone number is specified in the RFP.

Preparation of Proposal: Each proposer must furnish the information required by the proposal on the documents provided. Proposals submitted on other than the forms included in the proposal package may be considered non-responsive. Any attempt to alter the wording in the proposal may result in rejection of the proposal.

Taxes: Purchases of goods or services for City use are usually exempt from City, State, and most Federal Taxes. Bids may not include exempted taxes. The successful proposer should request a Tax Exemption Certificate from the Purchasing Division if needed. Under no circumstances shall the City be liable to pay taxes for which the City has an exemption.

Brand Name or Equal: If the proposal indicates brand name or "equal" products are acceptable, the proposer may proposal an "equal" product as an alternate proposal but must be prepared to demonstrate those features that render it equal. Final determination of a product as an "equal" solely remains with the City.

Delivery Time: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. Delivery time, if stated as a number of days, will be based on calendar days. Time is of the essence in any City purchase. If the indicated date cannot be met, or the date is not indicated, the proposer shall state its best delivery time. Failure to meet delivery times quoted may be grounds for cancellation of contract.

Prices: Proposals shall be firm unless otherwise specified. In the event of a discrepancy between unit price and extended price, the unit price shall govern.

Signature: The proposer must sign each document in the proposal requiring a signature (when applicable). If addenda are issued, the proposer must initial any physical change made to the proposal.

Bid Bond: If a bid bond is required for this purchase, the requirement will be reflected in the specifications of the proposal package. Cashier's check or an acceptable bid bond in the amount indicated (or in the amount of 5% of the total of the proposal submitted) must be submitted at the time the proposal is submitted. The bond company must be licensed to do business in the state of Texas.

bengr

Proprietary Information: All material submitted to the City becomes public property and is subject to the Texas Public Information Act upon receipt. If a proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and clearly marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

Proposal Preparation Costs: All costs associated with preparing a proposal in response to a proposal solicitation shall be borne by the proposer.

Payment Terms: All payment terms shall be "Net 30 Days" unless specified in the proposal document.

Credentials: Copies of W-9, business licenses, professional certifications or other credentials, must be included in the proposal packet.

4. SUBMISSION OF PROPOSALS

By submitting a response, each Proposer certifies that it understands this RFP and has full knowledge of: 1) the scope, nature, quality, and quantity of the work to be performed, 2) the detailed requirements of the services to be provided; and 3) the conditions under which the services are to be performed and that it had the right to ask any relevant questions prior to submission of the proposal. Each Proposer certifies that it understands that all costs relating to preparing and responding to this RFP are the sole responsibility of the Proposer. The Proposer acknowledges and understands that the contract will be awarded to the Respondent who provides the **BEST VALUE** to the City for these services based upon the criteria noted herein.

The Proposer shall read and understand the circumstances, requirements, and procedures under which this RFP is provided, including undertaking an inspection of the Property at issue, before submitting a proposal to the City.

Unless otherwise specified, proposers are required to submit the following:

- "**original**" signed proposal packet and addendums;
- one (1) **copy** of original proposal packet;
- flash drive of completed proposal packet documents.

Documents Required With Proposal: ALL ENCLOSED DOCUMENTS MUST BE SUBMITTED WITH PROPOSAL PRIOR TO THE DEADLINE.

Addendums: Receipt of Addendums must be acknowledged by signing and returning Addendums with the proposal, if requested. It is the proposer's responsibility to obtain, review, sign and return any and all addendums, if requested. Addendums are available through www.Cityofbastrop.org (when applicable) and in the City Secretary's office. Failure to return any and all issued addendums, if requested, may adversely affect the proposer's opportunity for award.

5. MODIFICATIONS OR WITHDRAWAL OF PROPOSAL

Modification of Proposal: Proposals may be modified in writing at any time prior to the due date and time.

Withdrawal of Proposal: Proposals may be withdrawn in writing or by facsimile (provided that the facsimile is signed by the proposer) at any time prior to the due date. A proposal may also be withdrawn in person by a proposer, provided the withdrawal is made prior to the due date. The proposer must sign a receipt of withdrawal.

No proposals may be withdrawn after the due date without forfeiture of the proposal security (if required), unless there is a material error in the proposal. Withdrawn proposals may be resubmitted, with or without modifications, up to the due date. The City may require proof of agency from person withdrawing proposal.

6. OPENING OF BIDS

The Water/Wastewater department representative responsible for opening proposals shall confirm the time and announce the proposal opening. The representative shall then personally and publicly open and read aloud all proposals received on time.

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7. EVALUATION FACTORS AND AWARD

Evaluation: Proposers may furnish pricing for all or any portion of the proposal (unless otherwise specified). However, the City may evaluate and award the contract for any item or group of items shown on the proposal, or any combination deemed most advantageous to the City and City. Proposals that specify an "all or none" award may be considered if a single award is advantageous.

Award: The City shall award the proposal to the lowest responsible proposer or to the proposer who provides goods or services at the best value for the City. When determining the "best value", the following criteria will be considered:

1. TECHNICAL RESOURCES (scoring weight 30%): The City will evaluate the personnel resources, equipment and capacity of proposer to fully understand and deal with the requirements of the project. This may include a survey visit of the bidder's three (3) customer references.

2. EXPERIENCE (scoring weight 30%): The City will evaluate the level of staff and expertise for this project; suitability of submitted experience to the range of work required by the City; the availability and experience of the assigned personnel; the ability of that staff to demonstrate their comprehension and experience in the planning and execution of a coordinated program to perform the services in this RFP.

3. COST (scoring weight 40%): The City will evaluate the proposer's cost submittal.

Total long-term cost may include specification conformance, delivery requirements, the life expectancy, cost of maintenance and operation, operating efficiency, training requirements, disposal value, warranties and other factors contributing to the overall acquisition cost of the product/services.

Acceptance of Proposal: Acceptance of a proposal for a one-time purchase will be in the form of a Purchase Order. Acceptance of a proposal for a supply or service agreement will also be in the form of a Purchase Order. Subsequent purchase releases may be issued as appropriate. The contents of a proposal shall become a part of the contract. Under no circumstances will the City be responsible for goods or services provided without an acceptance signed by an authorized City representative.

Reservations: The City expressly reserves the right to:

1. Specify approximate quantities in the proposal;
2. Extend the proposal opening date and time;
3. Consider and accept alternate bids, if specified in the proposal documents, when most advantageous to the City;
4. Waive minor deviations from specifications as an informality, provided they do not affect competition or result in functionally unacceptable goods or services;
5. Waive any minor informality in any proposal or proposal procedure (a minor informality is one that does not affect the competitiveness of the proposer);
6. Add additional terms or modify existing terms in the proposal;
7. Reject a proposal because of unbalance unit proposal prices;
8. Reject or cancel any or all proposals;
9. Reissue a proposal; and/or
10. Procure any item by other means.

8. POST-PROPOSAL DOCUMENTS REQUIRED FROM SUCCESSFUL PROPOSER

Certificates of Insurance: When insurance is required, the proposer must provide certificates of insurance in the amounts and for the coverage required to the Water/Wastewater Department within five (5) business days after notification of intent to award, or as otherwise required by the proposal specifications.

Payment, Performance, and Maintenance Bonds: When payment, performance, and/or maintenance bonds are required, the proposer must provide the bonds, in the amounts and on the conditions required, within fifteen (15) working days after notification of intent to award, or as otherwise required by the proposal specifications.

9. CONTRACTOR SELECTION

If awarded, the contract shall be based on the City's evaluation criteria and compliance with proposal requirements.

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10. COMPLIANCE WITH LAWS

The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations, and lawful orders of any public authority bearing on the performances of the services. This agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Texas. The Contractor warrants and covenants to the City that all services will be performed in compliance with all applicable federal, state, county, and City health and safety codes, rules and ordinances including, but not limited to, the Texas Industrial Safety and Health Act, and the Workers Right to Know Law.

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CITY OF BASTROP
STANDARD TERMS AND CONDITIONS

1. INSTRUCTIONS: READ THIS DOCUMENT CAFEFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

   Standard Terms and Conditions apply to all advertised RFPs; however, these may be superseded, in whole or in part, by the **Instructions to Proposers** or data contained herein.

***** VENDOR TO SUBMIT THE COMPLETE ORIGINAL PROPOSAL TO FACILITATE EVALUATION. IF THE COMPLETE ORIGINAL PROPOSAL PACKET IS NOT SUBMITTED, YOUR PROPOSAL MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION. *****

2. SHOULD YOU CHOOSE NOT TO SUBMIT, FAILURE TO RETURN THE FORM STATING YOUR REASON FOR NOT BIDDING BEFORE THE RESPONSE DUE DATE/TIME MAY RESULT IN REMOVAL OF YOUR FIRM FROM THE BIDDER'S LIST.

3. **These Standard Terms and Conditions apply to any procurement of product or services.**

4. **MAKE-MODEL:** Please quote as listed or give equal. If item offered is other than as indicated, proposer must state make, model, and part number of product quoted. Equality will be determined by the specifications.

5. **SPLIT-AWARDS:** The City reserves the right to award a separate contract to separate vendors for each item/group, or to award one contract for an entire proposal.

6. **ALTERNATE AWARD:** The City reserves the right to award a vendor proposal as an "ALTERNATE AWARD". The alternate vendor's proposal shall remain in effect for the term of the awarded contract. Should the primary vendor become unable or unwilling to complete the contract term; the alternate vendor will be notified in writing of their official contract and start date. All terms and conditions of the original proposal will remain in effect.

7. **PRICING:** Price(s) quoted must be held firm for ninety (90) days to allow for evaluation unless otherwise noted in the proposal document.

8. **PAYMENT TERMS:** All Payment terms shall be net 30 and shall be made on approved invoices in accordance with the Texas Prompt Payment Act.

9. **SPECIFICATION-SAMPLES:** Any catalog, brand name, or manufacturer's reference in the Request for Bid/Quotation is descriptive and NOT restrictive and is used to indicate type and quality level desired for comparison unless otherwise noted. Bids on brands of like nature and quality will be considered unless specifically excluded. If bidding on other than reference, proposal must certify article offered is equivalent to specifications. Samples, if required, shall be furnished free of expense to the City. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED**.

10. **DELIVERY PROMISE-PENALTIES:** Proposals MUST show the number of calendar days required to placing the materials in the possession of the City. DO NOT quote shipping dates. Consistent failure of a proposer to meet delivery promises without valid reason may be cause for removal from the Bidder's List. When delivery delays can be foreseen, the proposer shall give prior notice to the Purchasing Division which shall have the right to extend the delivery due date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the Purchasing Division to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting proposer.

11. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free delivery and storage.

12. **CORRESPONDENCE:** The proposal number must appear on ALL correspondence, inquiries, etc., pertaining to the proposal/quotation.

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13. **PATENT RIGHTS:** The vendor agrees to indemnify and hold the City harmless from any and all claims involving patent right infringement or copyrights on goods supplied.

14. **EVALUATION:** Response to specification is primary in determining the best value for the City.

15. **FUNDING:** The City of Bastrop is a home-rule, municipal, government operated and funded on October 1st to September 30th fiscal year; accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.

16. **ASSIGNMENT:** The successful proposer shall not assign, sell, transfer or convey this contract in whole or in part, without the prior written consent of the City

17. **AUDIT:** The City reserves the right to audit the records, as it pertains to this proposal, and performance of the successful proposer during the term of the contract and for three years after the contract is completed.

18. **INSURANCE:** The City requires vendor(s) to carry the minimum insurance as required by State Law.

19. **PROTEST:** All protests regarding the proposal solicitation process must be submitted in writing to the Department Head or designee listed in this document within five (5) working days following the opening of proposals. This includes all protests relating to advertising of proposal notices, deadlines, proposal opening, and all other related procedures under the Local Government Code, as well as any protest relating to alleged improprieties with the proposal process.

    - This limitation does not include protests relating to staff recommendations as to award of this proposal. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary. All staff recommendations will be made available for public review prior to consideration by the City Council.

    - Failure to Protest within the time allotted shall constitute a waiver of any protest.

20. **SUMMARY SHEET:** Proposers desiring a copy of the proposal summary/tabulation may request same by enclosing a self-addressed stamped envelope with proposal. **PROPOSAL RESULTS WILL NOT BE GIVEN BY TELEPHONE.** If you have any questions, please contact the City of Bastrop Water/Wastewater Department (512) 332-8960.

21. **LATE PROPOSALS:** Proposals received in the City Secretary's office after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.

22. **ALTERING PROPOSALS:** Proposals cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

23. **PRESENTATION OF PROPOSAL:** No oral, telegraphic, telephonic, or facsimile proposal will be considered.

24. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or effect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made by the City of Bastrop in writing.

25. **ADDENDUMS:** Any interpretations, corrections, or changes to this RFP and Specifications will be made by an addendum. Sole authority to issue addendum shall be vested in the City of Bastrop. Addendum will be sent to all who are known to have received a copy of the Request for Proposal. Proposers shall acknowledge receipt of all addendums by signing and returning in proposal packet (if requested).

26. **CONTRACTOR SHALL, RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM THE PERFORMANCE OF THE WORK OR CAUSED BY THE NEGLIGENT ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (HEREINAFTER "CLAIMS"). CONTRACTOR IS EXPRESSLY REQUIRED TO DEFEND THE CITY AGAINST ALL SUCH CLAIMS.**

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In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of contractor's obligation to defend City or as a waiver of contractor's obligation to indemnify City pursuant to this contract. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this contract. If contractor fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and contractor shall be liable for all costs incurred by City.

27. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful proposer fails to either: 1) meet delivery schedules; or 2) otherwise conform to these specifications. Breach of contract or default authorizes the City to award proposal to another proposer, purchase elsewhere, and charge the full increase in cost and handling to the defaulting successful proposer.

28. **TESTING:** The City reserves the right to test equipment, supplies, material and goods proposal for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the proposal is subject to rejection.

29. **REMEDIES:** The successful proposer and City agree that each party have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

30. **VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Bastrop County, Texas.

31. **SILENCE OF SPECIFICATION:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial products and practices are to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications in this proposal shall be made on the basis of this statement. The items furnished under this contract shall be new, unused, of the latest product in production to commercial trade, and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these shall be experienced in design and construction of such items and shall be an established supplier of the item proposal.

32. **F.O.B/DAMAGE:** Proposals shall be F.O.B. inside Delivery, Municipal Facility, Bastrop, Texas, and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful proposer shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.

33. **PROPOSAL OPENINGS:** All bids submitted will be read at the regularly scheduled proposal opening for the designated project. **However, the reading of a proposal at proposal opening should not be construed as a comment on the responsiveness of such proposal or as any indication that the City accepts such proposal as responsive.**

    The City will make a determination as to the responsiveness of proposals submitted based upon compliance with all applicable laws, purchasing guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful proposer upon award of the contract and, according to state law, all bids received will be available for inspection at that time.

34. **TERMS:** The terms and conditions of the proposal will be considered when evaluating for award. The City will compute and consider prompt payment discounts, if any, offered by a vendor in determining the low proposal.

35. **NAME BRANDS:** Specifications may reference name brands and model numbers. It is not the intent of the City to restrict these proposals in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to existing like items. Offerors may offer items to equal stature and the burden of proof of such stature rests with offerors. City shall act as sole judge in determining equality and acceptability of products offered.

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36. **RIGHT OF INSPECTIONS:** The City shall have the right to inspect the goods upon delivery before accepting them. Vendor shall be responsible for all charges for the return to vendor of any goods rejected as being nonconforming under the specifications.

37. **CONTRACT RENEWALS**: Renewals may be made ONLY by written agreement between the City and the offeror.

38. **TITLE AND RISK OF LOSS**: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery, after inspection and acceptance of goods.

39. **CONFLICT OF INTEREST: T**he Contractor covenants and agrees that Contractor and its officers, employees, and agents will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, which will conflict in any manner with the performance of the services called for under this Contract. No officer of employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the City. Any violation of this provision shall render this contract voidable at the discretion of the City.

40. **TARGET Bastrop**: In performing this contract, Contractors agree to use diligent efforts to purchase all goods and services from Bastrop businesses whenever such goods and services are comparable in availability, quality, and price.

41. **DISABILITY:** In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Contractor warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Contractor or any of its subcontractors. **Contractor warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold City harmless against any claims or allegations asserted by third parties or subcontractors against City arising out of Contractor's and/or its subcontractor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this contract.**

42. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the contract, in whole or in part, without cause, any time upon thirty (30) days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease placing orders and all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.

43. **NO THIRD-PARTY BENEFICIARY:** For purposes of this contract, including its intended operation and effect, the parties to this contract specifically agree and contract that: (1) the agreement only affects matters/disputes between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with City or Contractor or both; and (2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Contractor.

44. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS**: A prospective proposer must affirmatively demonstrate proposer's responsibility. The City may request representation and other information sufficient to determine proposer's ability to meet these minimum standards including but not limited to:

    A. Have adequate financial resources, or the ability to obtain such resources as required;
    B. Be able to comply with the required or proposed delivery schedule;
    C. Have satisfactory record of performance;
    D. Have a satisfactory record of integrity and ethics;
    E. Be otherwise qualified and eligible to receive an award.

45. **NON-RESIDENT PROPOSERS:** Texas Government Code, Chapter 2252: Non-resident Bidders. Texas law prohibits cities and governmental units from awarding contracts to a non-resident unless the amount of such proposal is lower than the lowest proposal by a Texas resident by the amount a Texas resident would be required to underbid in the non-resident proposer's state.

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46. **ALTERNATE AWARD:** The City reserves the right to award a vendor's proposal as an "ALTERNATE AWARD". The alternate vendor's proposal shall remain in effect for the term of the awarded contract. Should the primary vendor become unable or unwilling to complete the contract term, the alternate vendor will be notified in writing of their official contract and start date. All terms and conditions of the original proposal will remain in effect.

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NO BID SHEET

FOR

WWW-2020-2

If your firm has chosen **not** to submit a proposal for this procurement, please complete this form and submit to:

City of Bastrop
City Secretary's Office
1311 Chestnut Street
PO Box 427
Bastrop, TX 78602

Please check the items that apply:

- ☐ Do not sell the item(s) required.
- ☐ Cannot be competitive.
- ☐ Cannot meet the Specifications highlighted in the attached Bid.
- ☐ Cannot provide Insurance required.
- ☐ Cannot provide Bonding required.
- ☐ Cannot comply with Indemnification requirements.
- ☐ Job too large.
- ☐ Job too small.
- ☐ Do not wish to do business with the City.
- ☐ Other reason. _____

Company Name:

_____

Authorized Officer or Agent Signature:

_____

Telephone: (____)_____ Fax Number: (____)_____

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INSURANCE COVERAGE REQUIRED

SECTION A. The awarded vendor shall furnish a completed Insurance Certificate to the City within five (5) days after the award, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. THE CITY SHALL HAVE NO DUTY TO AWARD THIS CONTRACT UNTIL CERTIFICATES HAVE BEEN DELIVERED.

SECTION B. The City reserves the right to review the insurance requirements of this section during the effective period of the contract end to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Vendor.

SECTION C. Subject to the Vendor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Vendor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof; at the Vendor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

1. *Worker' Compensation*

   (a) Statutory Limits:
   (b) Employers' Liability - Worker's compensation with the policy endorsed to provide a waiver of subrogation as to the City, employer's liability insurance of not less than $100,000 for each accident.

2. *General Liability*

   (a) Combined bodily injury - $1,000,000 per occurrence and property damage
   (b) General - $1,000,000 aggregate. Where work is being performed in connection with an existing facility owned or leased by the City, the policy shall include fire legal liability of not less than $100,000 per occurrence.

3. *Auto Liability*

   (a) Bodily injury - $500,000
   (b) Property damage - $300,000 or combined single limits. Comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with minimum limits of $300,000, combined single limit each occurrence, for property damage, such insurance to include coverage for loading and unloading hazards.

Certificates of insurance of each policy shall be delivered to the Water/Wastewater Department along with a statement of endorsement from each insurance company that such policy shall not be canceled, non-renewed, or materially changed without thirty (30) days written notice being given the City. Prior to the effective date of cancellation of such insurance, non-renewal, or material change, Vendor shall deliver to the City a replacement certificate in compliance with this contract.

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The Vendor will assume complete responsibility for any claim of property damage, loss, theft, or bodily injury, which may directly or indirectly arise from the Vendor's performance under the terms of the contract. The Vendor will hold harmless, release, and defend the City from all claims of liability that directly or indirectly arise under the terms of the contract. The Vendor will be required to furnish the City a certificate and copies of public liability insurance in the minimum amount of $1,000,000 for combined single limits.

- Alternatively, a State of Texas Certificate of Self-Insurance may be furnished in lieu of a certificate evidencing Worker's Compensation Insurance. Employers who have rejected the Act, and have not been certified as self-insured employers, may not be eligible for a contract award.

NOTE: The City shall be named as an additional insured party on Contractor's general liability policy and any excess/umbrella liability insurance policies.

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PROPOSERS - READ CAREFULLY THE FOLLOWING PAGES

VENDORS-PLEASE READ AND COMPLETE THE FOLLOWING.

IF MORE INFORMATION IS NEEDED, PLEASE CALL (512) 332-8964.

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WHAT IS A "CONFLICTS DISCLOSURE STATEMENT" AND DO I HAVE TO FILE ONE?

What is H.B. 914?

Effective January 1, 2006, H.B. 914 requires any vendor that wishes to conduct business or be considered for business with a City to file a "conflict of interest questionnaire." The conflict of interest questionnaire (FORM CIQ) is available online at www.ethics.state.tx.us.

What vendors are subject to H.B. 914?

- Any person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity; and
- An agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity.

Does this include a person who buys City property?

The bill appears to apply to all persons or businesses who conduct business with a City, including those who submit bids on City contracts, make purchases of surplus City property, or participate in any other purchase or sales transactions with a City.

With whom should the statement be filed?

The statement will be filed with the City of Bastrop City Secretary's Office, 1311 Chestnut Street, Bastrop, TX. 78602

Who must file a "conflict of interest questionnaire"?
Any person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a City (including submitting a proposal on a City contract) must file a questionnaire.

To what type of contracts does the bill apply?

As written, the bill appears to apply to any purchase or sale made by the City. When must a vendor file the conflict of interest questionnaire? A person who wishes to conduct business with a City must file a questionnaire no later than seven days after the date the person begins contract discussions or negotiations with the City, or submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with a City.

bengr

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

Ben E. Gray, Jr. c/o Central Texas Water Maintenance, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

City of Bastrop, City Secretary

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☑ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☑ No

D. Describe each employment or business relationship with the local government officer named in this section.

4 Ben E. Gray, Jr. Ben E. Gray, Jr. 01/22/2020

Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

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

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☐

6 **UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Must file online at www.ethics.state.tx.us/File

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies (with a few exceptions) only to a contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Changed or Amended Contracts:

Form 1295 is only required for a change made to an existing contract in certain circumstances: (1) if a Form 1295 was not filed for the existing contract, then a filing is only required if the changed contract either requires an action or vote by the governing body or the value of the changed contract is at least $1 million; or (2) if a Form 1295 was filed for the existing contract, then another filing is only required for the changed contract if there is a change to the information disclosed in the Form 1295, the changed contract requires an action or vote by the governing body, or the value of the changed contract increases by at least $1 million.

As required by law, the Commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The Commission also adopted rules (Chapter 46) to implement the law. The Commission does not have any additional authority to enforce or interpret section 2252.908 of the Government Code.

Filing Process:

A business entity must use the Form 1295 filing application the Commission created to enter the required information on Form 1295 and print a copy of the completed form. Once entered into the filing application, the completed form will include a unique certification number, called a "certification of filing."

An authorized agent of the business entity must sign the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

The completed, printed, and signed Form 1295 bearing the unique certification of filing number must be filed with the governmental body or state agency with which the business entity is entering into the contract.

Acknowledgement by State Agency or Governmental Entity:

The governmental entity or state agency must acknowledge receipt of the filed Form 1295 with the certification of filing, using the Commission's filing application, not later than the 30th day after the date the governing body or state agency receives the Form 1295. The Commission will post the completed Form 1295 to its website within seven business days after the governmental entity or state agency acknowledges receipt of the form.

Additional Information:

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Section 2252.908, Government Code.

Certificate of Interested Parties (Form 1295)**
****This is a sample form for illustration purposes only. DO NOT FILL OUT THIS SAMPLE FORM. Form 1295 MUST BE FILED ELECTRONICALLY! Paper copies and PDF copies of this sample form are not accepted!**

Chapter 46, Ethics Commission Rules (includes new rule 46.4, regarding changes to contracts, which went into effect on January 1, 2017)

Frequently Asked Questions

Last Revision: December 21, 2017

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Form TCG 2270
VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

Contract identifier: _____
Department: _____

By signing below, Company herby verifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

SIGNED BY: Ben E. Gray, Jr. FBO Central Texas Water Maint

Print Name of Person Signing, Title, and Company: BEN E. Gray, JR President Central Texas Water Maint

Date signed: 01-27-2020

STATE OF TEXAS §
COUNTY OF Travis §

BEFORE ME, the undersigned Notary Public on this day personally appeared Ben E. Gray, Jr. (Name), on behalf of CTWM (Company) who being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct..

SWORN AND SUBSCRIBED TO before me, this 27 day of January, 2020.

Amy Gray
NOTARY OF PUBLIC,
FOR THE STATE OF TEXAS

My Commission Expires:
4-29-2023

AMY GRAY
Notary Public, State of Texas
Comm. Expires 04-29-2023
Notary ID 131993155

Government Code § 2270.002. Provision Required in Contract
Effective: September 1, 2017
A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:
(1) does not boycott Israel; and
(2) will not boycott Israel during the term of the contract.

The following definitions apply:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

(3) "Governmental entity" means a state agency or political subdivision of this state.

State law requires verification from a Company for contracts involving goods or services (regardless of the amount) before the City can enter into the contract.

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EXHIBIT A

SCOPE OF SERVICES

2.1. These specifications establish the minimum requirements of a successful bidder performing system integrator services for the City. These services include, but are not limited to:

2.1.1. Supply, installation, programming, maintenance, calibration, troubleshooting, repair, upgrade, replacement of instrumentation, control and/ or communication equipment. This includes as way of example PLCs, control equipment, instrumentation equipment, analytical equipment, communication equipment, enclosures, power supplies, display units, fittings, accessories, wiring, raceways, antennas and support structures, support accessories and fittings and other services, as requested by the City.

2.1.2. Power, control and instrumentation wiring in support of the systems referred to under section 2.1.1. This includes but is not limited to installing new or upgrading wiring, troubleshooting and/or modifying existing wiring.

2.1.3. When necessary, and at an additional agreed upon cost, the City may request additional services that are not set forth in this RFP but are in support of and related to the services referred to under sections 2.1.1 and 2.1.2. This may include but not be limited to field survey work, preparation of surveys and reports documenting of existing conditions in the System or modifying existing designs to accommodate new replacement components or to improve reliability.

2.1.4. Auxiliary services include trenching or digging, compacting, minor concrete work and other services that directly relate to or provide support for the system integrator services described above. If necessary, auxiliary services can be provided through employees of the successful bidder or through third party contractors operating under the direct supervision, control and responsibility of the successful bidder. All third-party contractors shall be approved by the City prior to beginning work on the City's system.

2.1.5. The location for delivery of the above services can occur in any location in the City including, Operations Facilities in the Water, Wastewater Department, Lift Stations, and/or Elevated Storage Tanks.

2.2. Contractor shall provide all labor, materials, supplies, consumables, tools, equipment and others, necessary for the acceptable execution of the services requested by the City.

2.3. Contractor shall be solely responsible for the safe disposal of all waste material and spent consumables.

2.4. Contractor shall be able to demonstrate prior to award of contract that it has sufficient personnel (to include certified and trained technicians) for all work in this specification, tools, test and calibration equipment, ready access to spare parts and consumables to perform the work specified in this contract. The Contractor specifically warrants and agrees that no service performed by the Contractor or its representative shall void any warranty on machines or equipment or other related components or parts.

2.5. Each invoice submitted by the Contractor to the City for the services provided herein

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must include: 1) the date the work was performed, 2) a detailed description of the work performed, including an itemized list of all parts replaced or repaired, as applicable, 3) the location of the work performed, 4) the exact number of labor hours, Failure to include all necessary information/ documentation will cause the invoice to be rejected by the City until all necessary information is included on the invoice.

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EXHIBIT B

COST PROPOSAL TABLE

Using the table below, bidder shall provide its proposal for the work described in the attached table. All prices shall be firm throughout the project's duration, and any extension thereto. The City retains the right to limit quantities ordered under this RFP.

The terms and conditions herein this RFP, the Bid Proposal and all other contract documents shall constitute a binding and enforceable contract with the City of Bastrop, Texas. Upon award of the bid by the City, the Bidder hereby agrees that the signature of its duly authorized agent on the Bid Proposal shall bind the Successful Contractor to all terms and obligations.

The submission requirements for this RFP are set forth below. A proposal shall constitute an irrevocable offer for ninety (90) business days following the deadline for its submission.

Proposal for System Integrator Services

Line Item	Task / Items Description	Hourly Rate (1)
1	Technician, Junior Level, Non-Emergency Work	$ 95.00
2	Technician, Junior Level, Emergency Work	$ 142.50
3	Technician, Senior Level, Non-Emergency Work	$ 105.00
4	Technician, Senior Level, Emergency Work	$ 157.50
5	Technician's Helper, Non-Emergency Work	$ 49.00
6	Technician's Helper, Emergency Work	$ 73.50
7	Runner, Non-Emergency Work	$ 49.00
8	Runner, Emergency Work	$ 73.50
9 (2)	Markup on ordered parts, components, and equipment	% 33.00
10 (2)	Markup on Services under 2.1.4	% 18.00
11	Travel Round Trip mileage charge, per truck per Service Call	47.50

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EXHIBIT C

PROPOSAL SUBMITTAL

To be considered responsive, the proposal submittal narrative and information shall include the following:

- Typed on letter-sized paper (8-1/2" x 11") and submitted in a binder. Preprinted material should be referenced in the proposal and included as labeled attachments. Sections within a proposal should be divided by tabs for ease of reference.

- Provide a brief description of your company, including all business names, number of employees, years incorporated, business locations, client base, and areas of expertise. Provide the name, title, telephone number, and email address of the individual designated as your company's authorized representative.

- Confirm that your company can provide an on-site service provider within one (1) hour of notification by the City of an emergency.

- Provide a description of similar projects completed by your company within the past five (5) years. Include information that indicates experience, certifications, and qualifications in performing the requested RFP services in an environment similar in scale and complexity to the City.

- Describe the work performed by the company at City facilities, including the name of the City, either directly or through a third-party contractor.

- Provide the name, title and contact information of the individual who will act as your Project Manager and a detailed resume for this individual indicating the appropriate project management experience, certifications, and expertise in this type of work.

- Provide the names and resumes of the individuals who will be proposed to perform the specified work under this RFP. If other staff will be assigned to the project, identify these individuals, describe the function they will perform, and provide brief resumes for each one.

- Provide three (3) customer references for work that the Contractor has performed that is equivalent to that requested in this RFP. Include the vendor name, contact person and contact information and a description of the work performed.

- A general description of the techniques, approaches and methods to be used in providing the RFP services and deliver feedback to the City.

- Provide a description of your company's philosophy and approach with regard to maintaining the security, privacy, and confidentiality of customer data and other information that you may have access to during interviews, meetings, assessments and planning sessions.

- Provide evidence of Professional Liability Insurance and Workers Compensation prior to final award of the contract. Copies of W-9, business licenses, professional certifications or other credentials, must be included in the proposal packet.

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All accepted proposals shall be valid for a minimum of ninety (90) working days, from the date the proposals are opened by the City.

In submitting a proposal, bidders acknowledge acceptance of the City's Terms and Conditions set forth in this RFP. See Bid Proposal for a summary of these Terms and Conditions.

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CTWM
CENTRAL TEXAS
WATER MAINTENANCE

P.O. Box 636
Buda, Texas 78610

www.ctwm.com

Started Business: *1975 as Central Texas Water Maintenance Service*

Incorporated: *32 years, since December 30, 1987 in the State of Texas (Charter #051297)*

Number of Employees: *16*

Physical Location: *5905 Williamson Rd., Creedmoor, Texas 78610*

Client Base: *Numerous WSCs (Water Supply Corporations) and small Cities and Towns in Central Texas*

Area of Expertise: *Construction (New and Remodel), Service & Repair and SCADA systems in the Water / Wastewater industry in Central Texas.*

Authorized Representative: *Anthony Hernandez, Service Manager, Cell: 512.395.5541, anthonyh@ctwm.com*

Contracts on Hand	Contract Amount	Contact	Phone Number
City of Wimberley	$282,816.00	Capital Excavation Company	512-486-3649
Goforth SUD Plant A Improvement	$416,862.00	Southwest Engineers	830-672-7546
Ellinger Sewer & Water Supply Corp.	$182,190.40	BEFCO Engineering Inc	979-968-6474
Westpointe Lift Station	$534,964.00	DNT Construction LLC	512-837-6700
Elm Creek BPS & GST Improvements	$953,580.00	Lennar Homes	512-506-4000
Manville WSC Cele & Coupland	$622,958.00	Manville WSC	512-856-2488
City of Moulton	$288,987.00	Hejl, Lee & Associates	512-642-3292

Central Texas Water Maintenance, Inc. is a Potable Water / Wastewater Utility construction company. We also perform Maintenance, Service and Repair, Electrical / Mechanical repair work and SCADA System installation, Service and Repair work for Rural Water Supply Corporations and Municipalities.

Since the founding of our business in 1975, Central Texas Water Maintenance, Inc. has never failed to complete any awarded work, nor has it defaulted on any contract.

Ben E. Hayes Jr

bengr

CTWM
CENTRAL TEXAS
WATER MAINTENANCE

P.O. Box 636
Buda, Texas 78610

www.ctwm.com

One Hour Response Time Acknowledgement

Central Texas Water Maintenance, LLC (CTWM) acknowledges and agrees to the RFP requirement that CTWM can and will provide an "on-site service provider" within one (1) hour of notification by the City in the event of an emergency situation.

Ben E. Hoyt Jr. Ben E. Hoyt Jr.

bengr

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Similar Projects For The Last Five Years

Current SCADA Customers	Date Of Project	Contact	Phone Number
Manville WSC – started with 15 initial sites that now numbers 30+ sites. Currently upgrading 4 sites for SCADA	Since 1998	Erik Prinz	512-844-0762
Dripping Springs WSC – replaced Trac-n-Trol as SCADA integrator back in 2016. Currently serving all sites with upgraded PLCs, HMI and Radios	Since 2016	AJ Gray	512-497-4409
Creedmoor – Maha WSC – replaced Previous SCADA integrator, currently Servicing over 13 sites	Since 2013	Blake Dorsett	512-748-8281
MiraLomas – new SCADA installation in 2016. Three (3) potable sites, two (2) Wastewater sites	Since 2017	Jim Becker	210-885-2094
City of Waelder – servicing both the potable And wastewater needs	Since 2013	Abalardo	830-788-7331
Polonia WSC – replaced previous SCADA Integrator with PLCs and HMI	Since 2012	Bud Cheatum	512-293-9041
City of Moulton- initially installed SCADA at two Well sites. Now upgrading to include main plant And install VTScada HMI	Since 2016	Tim Konkaba	361-217-5505
Goforth SUD – service all PLCs, radios and HMI For Goforth	Since 2004	Mario Tobias	512-376-5695
City of Florence – replaced previous SCADA Integrator with new HMI, utilized existing PLCs	Since 2017	AJ Olson	512-563-5789

All of the aforementioned projects have been installed and service by many of the same CTWM technicians from the start. CTWM Techs are continually upgrading their SCADA skills through formal classroom training, on-line training and in-house training by the Senior SCADA technicians.

Bert E. Hayes Bert E. May Jr.

CTWM
CENTRAL TEXAS WATER MAINTENANCE

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SCADA Work Performed Previously For Cities

Current SCADA Customers	Date Of Project	Contact	Phone Number
City of Cuero – installed original SCADA system Now System is managed by the City "in house"	1995	Edward Bowles	No longer w/ City
City of Kyle – installed original SCADA system. Now system is managed by the City "in house"	1996	Jimmy Haverda	No longer w./ City
City of Waelder – installed original system,still Servicing the City	Since 2013	Abalardo	830-788-7331
City of Moulton- initially installed SCADA at two Well sites. Now upgrading to include main plant And install VTScada HMI	Since 2016	Tim Konkaba	361-217-5505
City of Florence – replaced previous SCADA Integrator with new HMI, utilized existing PLCs	Since 2017	AJ Olson	512-563-5789

All of the aforementioned projects have been installed and service by many of the same CTWM technicians from the start. CTWM Techs are continually upgrading their SCADA skills through formal classroom training, on-line training and in-house training by the Senior SCADA technicians.

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WATER MAINTENANCE

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Project Manager for City of Bastrop SCADA FRP

Anthony Hernandez

Service Manager

Cell: 512.395.5541

Certifications and Experience See attached resume in resume section

Ben E. May Jr.

bengr

CTWM
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WATER MAINTENANCE

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www.ctwm.com

Ben E. Gray, Jr.,
Owner & President,
Central Texas Water Maintenance, LLC

Ben started with Central Texas Water Maintenance, (CTWM) in 1992. He holds both a Master Electrician License (#202221) and Electrical Contractors License (#18102) with over 25 years of experience specializing in Electrical Controls and Automation. In addition to his electrical credentials, he is a certified Cla-Valve repair technician. He is experienced in chlorination equipment repair and service on the following units: Capital Controls, Regal, Hydro, Superior. His expertise includes repairs and servicing on all brands of pumps and motors, starters, Soft Starters and Variable Frequency Drives (VFDs). In 2019, Ben became certified as a Yaskawa VFD Authorized Service Provider (ASP). Ben has been installing, programming and servicing PLC's, Spread Spectrum Radios and all aspects of SCADA systems since 1998. Ben has gone through factory training on the following Allen-Bradley PLCs: PLC-5, SLC 5/03, Micrologix, Compact Logix and Control Logix.
In addition, he has attended factory training on the complete line of Control Microsystems (SCADA Pack) PLC's, Modicon and the Foxboro T2550 PLCs.

He has received factory training on the following Human Machine Interface (HMI) programs: Allen-Bradley/Rockwell Software – "RSView32", Wonderware – "InTouch", National Instruments – "Lookout" and Trihedral Engineering – "VTS/VTSCADA".

Additionally, Ben is experienced in various brands of radios (Freewave, GE-MDS and Elpro) as well as "Cellular Wireless Modems" and their implementation into the respective SCADA systems that our customers utilize.

CTWM is unique in the Water/Wastewater environment because the installations of the PLC's, the electrical UL-508A Control / SCADA cabinets, the conduit and wire; the erection all of the antennas for the radios, the creation of all of the PLC programming ladder logic and all of the HMI screens and programming for the SCADA systems is performed solely by CTWM technicians. CTWM has over 20 years of experience in building, repairing and servicing all types of Water and Wastewater SCADA systems in the state of Texas and is unsurpassed by *any* other SCADA system integrator in this regard. This extensive knowledge and experience provides added value to each of our SCADA customers because regardless of the problem that may occur with their Water/Wastewater system, one call to CTWM is all that is necessary to correct the problem.

Ben E. Gray, Jr. Ben E. Gray, Jr.

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WATER MAINTENANCE

P.O. Box 636
Buda, Texas 78610

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Anthony Hernandez
Service Mgr.
Central Texas Water Maintenance, LLC

Anthony started with Central Texas Water Maintenance, (CTWM) in 2012. He holds a Journeyman Electrician License (#475215) with over 7 years of experience specializing in Electrical Controls and Automation. In addition to his electrical credentials, he is a certified Cla-Valve repair technician. Anthony is experienced in all phases of chlorination equipment repair and service on the following units: Capital Controls, Regal, Hydro, Superior. In addition, his expertise includes repairs and servicing on all brands of pumps and motors, starters, Soft Starters and Variable Frequency Drives (VFDs). In 2019, Anthony achieved certification as a Yaskawa VFD Authorized Service Provider (ASP) technician. Anthony has been installing, programming and servicing PLC's, Spread Spectrum Radios and all aspects of SCADA systems since 2012. Anthony has experience working on the following Allen-Bradley PLCs: SLC 5/03, Micrologix 1400 and 1100, Compact Logix and Control Logix.
In addition to his Allen-Bradley experience, he is experience with the complete line of Control Microsystems (SCADA Pack) PLC's, as well as the Foxboro T2550 PLCs.

Along with his PLC experience, Anthony is well versed with the following Human Machine Interface (HMI) programs: Trihedral Engineering – "VTS/VTSCADA" as well as Wonderware – "InTouch". Additionally, Anthony is experienced in various brands of Spread Spectrum radios (Freewave, GE-MDS and Elpro) as well as "Cellular Wireless Modems" and their implementation into the respective SCADA systems that our customers utilize.

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WATER MAINTENANCE

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David McDaniel
Senior SCADA Technician
Central Texas Water Maintenance, LLC

David started with Central Texas Water Maintenance, (CTWM) in 2013. He holds a Electrician Apprentice License working towards his Journeyman's license. David has over 25 years of experience specializing in Electrical Controls and Automation. David was with the North Texas Water Municipal District for 20 years. During that time, David became experienced in all aspects of SCADA controls, programming, communications and HMI (Human Machine Interface) creation and implementation.

In addition, his expertise includes repairs and servicing on all brands of pumps and motors, starters, Soft Starters and Variable Frequency Drives (VFDs). David has been installing, programming and servicing PLC's, Spread Spectrum Radios and all aspects of SCADA systems since 2013 when he came to work at CTWM. David has experience working on the following Allen-Bradley PLCs: SLC 5/03, Micrologix 1400 and 1100, Compact Logix and Control Logix.
In addition to his Allen-Bradley experience, he is experience with the complete line of Control Microsystems (SCADA Pack) PLC's, as well as the Foxboro T2550 PLCs and the DirectLogic PLC.

Along with his PLC experience, David is well versed with the following Human Machine Interface (HMI) programs: Trihedral Engineering – "VTS/VTSCADA" as well as Wonderware – "InTouch".

Additionally, David is experienced in various brands of Spread Spectrum radios (Freewave, GE-MDS and Elpro) as well as "Cellular Wireless Modems" and their implementation into the respective SCADA systems that our customers utilize.

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WATER MAINTENANCE

P.O. Box 636
Buda, Texas 78610

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Brandon Zumwalt
Senior SCADA Technician
Central Texas Water Maintenance, LLC

Brandon started with Central Texas Water Maintenance, (CTWM) in 2009. He holds a Electrician Apprentice License and is working towards his Journeyman's license. Brandon has over 10 years of experience specializing in Electrical Controls and Automation. During his time with CTWM, Brandon has become experienced in all aspects of SCADA controls, programming, communications and HMI (Human Machine Interface) creation and implementation.

In addition, his expertise includes repairs and servicing on all brands of pumps and motors, starters, Soft Starters and Variable Frequency Drives (VFDs). Brandon has been installing, programming and servicing PLC's, Spread Spectrum Radios and all aspects of SCADA systems since 2009 when he came to work at CTWM. Brandon has experience working on the following Allen-Bradley PLCs: SLC 5/03, Micrologix 1400 and 1100, Compact Logix and Control Logix.
In addition to his Allen-Bradley experience, he is experience Control Microsystems (SCADA Pack) PLC's, as well as the Foxboro T2550 PLCs and DirectLogic PLC.

Along with his PLC experience, Brandon is well versed with the following Human Machine Interface (HMI) programs: Trihedral Engineering – "VTS/VTSCADA" as well as Wonderware – "InTouch".

Additionally, Brandon is experienced in various brands of Spread Spectrum radios (Freewave, GE-MDS and Elpro) as well as "Cellular Wireless Modems" and their implementation into the respective SCADA systems that our customers utilize.

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WATER MAINTENANCE

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Customer References

Customer	Date Of Project	Contact	Phone Number
Manville WSC	Since 1998	Erik Prinz	512-844-0762
Dripping Springs WSC	Since 2016	AJ Gray	512-497-4409
Creedmoor – Maha WSC	Since 2013	Blake Dorsett	512-748-8281
City of Waelder	Since 2013	Abalardo	830-788-7331
Polonia WSC	Since 2012	Bud Cheatum	512-293-9041
City of Moulton	Since 2016	Tim Konkaba	361-217-5505
Goforth WST	Since 2004	Mario Tobias	512-376-5695
City of Florence	Since 2017	AJ Olson	512-563-5789

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Techniques – Approaches – Methods

Anatomy of a Service Call

I. Customer Calls with a Service Call
   a. CTWM Tech responds to Operator with a phone call and identifies themself.
   b. CTWM Tech discusses with customer to get a "idea" of the problem.
   c. At what location is the problem occurring?
   d. When did the problem first appear?
   e. Is the problem continual or intermittent?
   f. Does the problem require immediate assistance, regardless of the time of day or, can it wait for a short time?
   g. CTWM Tech informs Operator when to expect them at the job site.

II. CTWM Tech arrives at job site
   a. Meets and revisits with the Operator to determine more precisely what the problem is.
   b. Tech determines what normal operation should be like: what is the equipment doing or NOT doing.
   c. Tech begins diagnosis of the problem.
      i. Tech utilizes the necessary test equipment to assess the problem.
      ii. Is the problem a "physical" problem? ie: defective relay, switch, fuse, etc.
      iii. Or, is the problem the result of something else imposing on the system: ie: wind damage to an antenna or dead battery on the emergency Generator

III. Problem is identified
   a. Tech is THOROUGH with their diagnosis. "90% of ALL repairs is proper diagnosis"
   b. Once problem is identified, then necessary parts are installed if required.
   c. Parts are ONLY installed if required. ie: problem may have been a "loose wire" causing the equipment to malfunction.
   d. CTWM does not believe in "swapping parts" or installing unnecessary parts.
   e. Tech informs Operator of diagnosis
   f. Tech replaces parts required, ie: fuse, relay, HOA switch, if part(s) required are normal operational items.

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g. If parts required for repair will require ordering from supply house or vendor, Operator is informed of "ETA" (expected time of arrival) of required parts.

h.

IV. Repairs are performed

a. After required parts are installed, Tech verifies system operates properly.

b. Tech operates or monitors system for 15 – 30 mins. to verify proper operation has been restored.

c. Tech communicates to Operator how to get in contact with them "if" the problem, reappears.

V. Warranty of Repair

a. All repairs carry 90 day labor and one year warranty on parts.

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Security and Confidentiality

CTWM's belief and operational approach is very simple as it relates to The City of Bastrop's data and information. The City's confidential information will remain secure and not discussed with other entities or individuals.

If necessary, CTWM will sign an "NDA" (Non-Disclosure Agreement) with City of Bastrop to assure proper adherence to this requirement.

ALPHA SPECIALTY PROGRAMS

Professional Liability Declarations

Broker Number: 080054
Certificate Number: DDC10434.19

Dan Oberheu
McGowan, Donnelly & Oberheu, LLC
2700 Via Fortuna Suite 145,
Austin, Texas 78746

Insurer's Information: Certain Underwriters at Lloyd's London

Coverholder:
All inquiries regarding this Certificate
should be addressed to the following correspondent:
Alpha Specialty Programs, Inc.,
4500 Mansell Rd, Alpharetta, GA 30022
(678) 498-4500

Named Insured:
Central Texas Water Maintenance LLC
PO Box 636
Buda, Texas 78610

Policy Period:
The policy period runs from 12:01am on the inception date and expires at 12:01 am on the expiration date at the address of the insured above.

Inception Date:	4/27/2019
Expiration Date:	4/27/2020
Retroactive Date:	4/27/2018

Policy Limit:

Each Claim Limit:	$1,000,000	**Policy Limit:**	$1,000,000
Bodily Injury Per Claim Sub Limit:			$1,000,000
Property Damage Per Claim Sub Limit:			$1,000,000
Pollution Liability Per Claim Sub Limit:			$1,000,000
Third Party Discrimination Per Claim Sub Limit:			$1,000,000
Personal & Advertising Injury Per Claim Sub Limit:			$1,000,000

Retention: $5,000

Premium: $4,537
Policy Fee $0

Professional Services Description: Solely in the performance of providing services as a general contractor, for others for a fee.

Professional Liability Declarations

CENTTXW-01 LORI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/24/2020

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

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

PRODUCER Anco Insurance 3103 Bee Cave Rd, Suite 242 Austin, TX 78746	CONTACT NAME: Lori PHONE (A/C, No, Ext): (512) 330-9836 FAX (A/C, No): (979) 774-5372 E-MAIL ADDRESS: ancocentral@anco.com
INSURED Central TX Water Maintenance Benny Gray P.O. Box 636 Buda, TX 78610	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Allied Insurance Company Of America — 10127 INSURER B : Texas Mutual Insurance Company — 22945 INSURER C : Homeland Ins Co Of NY — 34452 INSURER D : — INSURER E : — INSURER F : —

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			ACP3027647028	4/27/2019	4/27/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Ben.	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			ACPBAPC3027647028	4/27/2019	4/27/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			ACPCAD3027647028	4/27/2019	4/27/2020	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TSF0001143932	4/27/2019	4/27/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Equipment Floater			ACP3027647028	4/27/2019	4/27/2020	Leased/Re	200,000
C	Pollution Liab			7930045730003	4/27/2019	4/27/2020	Pollution	1,000,000

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

CERTIFICATE HOLDER

Central TX Water Maintenance
PO Box 636
Buda, TX 78610

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

bengr

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Central Texas Water Maintenance, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
P.O. Box 636

Requester's name and address (optional)

6 City, state, and ZIP code
Buda, TX 78610

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number
7 4 – 2 4 8 7 3 9 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Amy Hoang Date ▶ 1/8/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

TEXAS DEPARTMENT OF LICENSING AND REGULATION
P.O. Box 12157
Austin, Texas 78711-2157
1-800-803-9202 (512) 463-6599
http://www.tdlr.texas.gov

If you cut around the border of the registration certificate it will fit in a standard 5" x 7" frame.

The certificate at the bottom of this page should be prominently displayed at your primary business location.

Master: BEN E GRAY JR, License# 202221

CENTRAL TEXAS WATER MAINTENANC
PO BOX 636
BUDA TX 78610-0636

Mike Arismendez
Chair

Thomas F. Butler
Vice Chair

Gerald R. Callas, M.D., F.A.S.A.
Helen Callier
Rick Figueroa
Gary F. Wesson, D.D.S., M.S
Deborah A. Yurco

Electrical Contractor

CENTRAL TEXAS WATER MAINTENANCE

License Number: 18102

The business named above is licensed by the Texas Department of Licensing and Regulation

License Expires: AUGUST 05 2019

Brian E. Francis
Executive Director

lic-037.dff





TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

BEN E GRAY

Is hereby licensed as a

LICENSED IRRIGATOR

License Number	Expires
LI0019091	12/31/2022

Ben E. Gray Jr.
SIGNATURE

EXECUTIVE DIRECTOR

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2020-580583

Date Filed:
01/24/2020

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Central Texas Water Maintenance, LLC
Buda, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
WWW-2020-2
Request for Proposal for Best Value Contract for Maintenance of the SCADA System FY 2019-2020

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
City of Bastrop	Bastrop, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Ben E. Gray, Jr., and my date of birth is 10/30/1952.

My address is 307 River Ridge Dr (street), Georgetown (city), TX (state), 78628 (zip code), Williamson (country).

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

Executed in Williamson County, State of Texas, on the 27 day of January (month), 20 20 (year).

Ben E. Gray Jr.
Signature of authorized agent of contracting business entity
(Declarant)

bengr

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

bengr

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Central Texas Water Maintenance, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

City of Bastrop, City Secretary's Office , 1311 Chestnut St. Bastrop, Texas 78602

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

Vendor is to provide SCADA services (Maintenance & Repair to the City of Bastrop, Water / Wastewater Dept.)

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Ben E. Gray Jr.

Signature of vendor doing business with the governmental entity

01/22/2020

Date

bengr

SCADA SERVICES PROPOSALS
COST COMPARISON
HOURLY RATES

#	ITEM/DESCRIPTION	TRAC-N-TROL	CENTRAL TX WATER MAINT	Difference	Lowest Bid
1	Tech, Junior Level, Non-Emer Work	$ 115.00	$ 95.00	$ 20.00	CTWM
2	Tech, Junior Level, Emergency Work	$ 155.00	$ 142.50	$ 12.50	CTWM
3	Tech, Senior Level, Non-Emer Work	$ 125.00	$ 105.00	$ 20.00	CTWM
4	Tech, Senior Level, Emergency Work	$ 165.00	$ 157.50	$ 7.50	CTWM
5	Tech Helper, Non-Emer Work	$ 60.00	$ 49.00	$ 11.00	CTWM
6	Tech Helper, Emergency Work	$ 100.00	$ 73.50	$ 26.50	CTWM
7	Runner, Non-Emer Work	$ 50.00	$ 49.00	$ 1.00	CTWM
8	Runner, Emergency Work	$ 155.00	$ 73.50	$ 81.50	CTWM
9	Markup on parts, components, equip	20%	33%	13%	T-N-T
10	Markup on services under 2.1.4	20%	18%	2%	CTWM
11	Travel	.80/mile	$ 47.50	Mileage vs. Flat Rate	Unknown
		If Emergency Work is required, Standard service rates PLUS $40.00 hour fee as incentive pay passed to the technician for his after hours response.			

Trac N Trol

EXHIBIT B

COST PROPOSAL TABLE

Using the table below, bidder shall provide its proposal for the work described in the attached table. All prices shall be firm throughout the project's duration, and any extension thereto. The City retains the right to limit quantities ordered under this RFP.

The terms and conditions herein this RFP, the Bid Proposal and all other contract documents shall constitute a binding and enforceable contract with the City of Bastrop, Texas. Upon award of the bid by the City, the Bidder hereby agrees that the signature of its duly authorized agent on the Bid Proposal shall bind the Successful Contractor to all terms and obligations.

The submission requirements for this RFP are set forth below. A proposal shall constitute an irrevocable offer for ninety (90) business days following the deadline for its submission.

Proposal for System Integrator Services

Line Item	Task / Items Description	Hourly Rate (1)
1	Technician, Junior Level, Non-Emergency Work	$ 115.00
2	Technician, Junior Level, Emergency Work	$ 155.00
3	Technician, Senior Level, Non-Emergency Work	$ 125.00
4	Technician, Senior Level, Emergency Work	$ 165.00
5	Technician's Helper, Non-Emergency Work	$ 60.00
6	Technician's Helper, Emergency Work	$ 100.00
7	Runner, Non-Emergency Work	$ 50.00
8	Runner, Emergency Work	$ 155.00
9 (2)	Markup on ordered parts, components, and equipment	% 20.00
10 (2)	Markup on Services under 2.1.4	% 20.00
11	Travel	0.80

Notes:

1. If a runner is required for emergency work, we would likely send a Junior Level Technician in case service is required as a part of the service call.
2. Emergency work includes standard service rates plus a $40.00 hour fee as incentive pay that is passed through to the technician for his after hours response.

CTWM

EXHIBIT B

COST PROPOSAL TABLE

Using the table below, bidder shall provide its proposal for the work described in the attached table. All prices shall be firm throughout the project's duration, and any extension thereto. The City retains the right to limit quantities ordered under this RFP.

The terms and conditions herein this RFP, the Bid Proposal and all other contract documents shall constitute a binding and enforceable contract with the City of Bastrop, Texas. Upon award of the bid by the City, the Bidder hereby agrees that the signature of its duly authorized agent on the Bid Proposal shall bind the Successful Contractor to all terms and obligations.

The submission requirements for this RFP are set forth below. A proposal shall constitute an irrevocable offer for ninety (90) business days following the deadline for its submission.

Proposal for System Integrator Services

Line Item	Task / Items Description	Hourly Rate (1)
1	Technician, Junior Level, Non-Emergency Work	$ 95.00
2	Technician, Junior Level, Emergency Work	$ 142.50
3	Technician, Senior Level, Non-Emergency Work	$ 105.00
4	Technician, Senior Level, Emergency Work	$ 157.50
5	Technician's Helper, Non-Emergency Work	$ 49.00
6	Technician's Helper, Emergency Work	$ 73.50
7	Runner, Non-Emergency Work	$ 49.00
8	Runner, Emergency Work	$ 73.50
9 (2)	Markup on ordered parts, components, and equipment	% 33.00
10 (2)	Markup on Services under 2.1.4	% 18.00
11	Travel Round Trip mileage charge, per truck per Service Call	47.50

WWW-2020-2 SCADA - 1/27/2020 @ 2:00 P.M.

Submitting Company:	Signatures & Vendor Info (Pages 5, 7, 8, 12 [if applicable], 10, 11)	References - Minimum of 3 (page 9)	Conflict of Interest Form (CIQ Form) (Page 27)	Does Not Boycott Verification Form (page 31)	Exhibit B - Cost Proposal Table (Page 34)	Exhibit C - Proposal Submittal (separate attachment, including W-9 etc.)
Trac N Trol	☑ Yes ☐ No	☑ Yes ☐ No	☑ Yes ☐ No	☑ Yes ☐ No	☑ Yes ☐ No	☑ Yes ☐ No
Central Tx Water Maint	☑ Yes ☐ No	☑ Yes ☐ No	☑ Yes ☐ No	☑ Yes ☐ No	☑ Yes ☐ No	☑ Yes ☐ No
	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

Signed By: [signature] Date: 1-27-2020

Witnessed By: Kimberly Hanley Date:

Maintenance of the SCADA Deadline and Opening: January 27, 2020 at 2:00 p.m.								
Larry Brown	1/24/2020	1:05 p.m.						
Central Texas Wter Maintenance, LLC	1/27/2020	1:30 p.m.						

STAFF REPORT

MEETING DATE: February 25, 2020 **AGENDA ITEM**: 9C

TITLE:
Consider action to approve Resolution No. R-2020-18 of the City Council of the City of Bastrop, Texas awarding a contract in the amount of two hundred forty-six thousand dollars ($246,000.00) to Artisan Concrete Services, Inc. to perform the design and coordination with the City of Bastrop's Consultant Landscape Architect and construct the Fisherman's Park Wheeled Sports Plaza, Phase I; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:
Trey Job, Acting City Manager

BACKGROUND/HISTORY:
On January 18, 2014, City staff and Parks Board members recommended to the City Council that a wheeled sports plaza (skate park) be constructed in Fisherman's Park. Staff and the Parks Board met on several occasions and held public hearings to gather the input of citizens and those that would use the amenity. Two public forums were held and 82% were in favor of the project. On November 14, 2017, the City Council passed Resolution 2017-90 approving a proposal for design services with Burditt Consultants LLC.

The Wheeled Sports Plaza, Phase I (skatepark) was identified as a need in the FY2020 workplan as a CIP project and in the Comprehensive Plan (7.2) as a focus area for "Authentic Bastrop".

The City of Bastrop, in connection with carrying out of its various ordinances and duties to provide recreational opportunities, has made the Wheeled Sports Plaza Phase I a priority in the budget for FY2020. Following City and State procedures, Burditt Consultants staff prepared and solicited an RFP and completed the bid tabulation and comparison.

On February 7, 2020, four (4) bids were received for a best value contract for construction of an approximately 5,000 square foot, poured in place concrete wheeled sports plaza (skate park) to be located within Fisherman's Park. Following review of the submittals, it was found that the best value quote was from Artisan Concrete Services, Inc. Staff concurs with the City's consultant and recommends award of the contract to Artisan Concrete Services, Inc. per EXHIBIT A and B.

POLICY EXPLANATION:

FUNDING SOURCE:
The City of Bastrop City Council authorized the construction of the Fisherman's Park Wheeled Sports Plaza, Phase I in the budget for FY 2019-2020 as a CIP project as passed by Council.

RECOMMENDATION:
Consider action to approve Resolution No. R-2020-18 of the City Council of the City of Bastrop, Texas awarding a contract in the amount of two hundred forty-six thousand dollars ($246,000.00) to Artisan Concrete Services, Inc. to perform the design and coordination with the City of Bastrop's Consultant Landscape Architect and construct the Fisherman's Park Wheeled Sports Plaza, Phase I; 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 R-2020-18
- RFP PKS-2020-1 Fisherman's Park Wheeled Sports Plaza, Phase I
- Burditt Consultants, LLC Recommendation of Award
- Burditt Consultants bid tabulation
- Letter to Contractor pending agreement completion

RESOLUTION NO. R-2020-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDING A CONTRACT IN THE AMOUNT OF TWO HUNDRED FORTY-SIX THOUSAND DOLLARS ($246,000) TO ARTISAN CONCRETE SERVICES, INC. TO PERFORM THE DESIGN AND COORDINATION WITH THE CITY OF BASTROP'S CONSULTANT LANDSCAPE ARCHITECT AND CONSTRUCT THE FISHERMAN'S PARK WHEELED SPORTS PLAZA, PHASE I; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council has appointed the City Manager as the Chief Administrative Officer of the City; and

WHEREAS, The City Manager is responsible for the proper administration of all affairs of the City; and

WHEREAS, The City Council has the steadfastness to ensure the quality of our City recreational opportunities; and

WHEREAS, The City of Bastrop has received all bids, as attached in EXHIBIT A, and determined the best value contract.

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 a contract with Artisan Concrete Services, Inc. in the amount of two hundred forty-six thousand dollars ($246,000).

Section 2: That the City Council of the City of Bastrop has found Artisan Concrete Services, Inc., to be skilled and qualified for construction of the Fisherman's Park Wheeled Sports Plaza, Phase I.

Section 3: 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 4: That this Resolution shall take effect immediately upon its passage, and it is resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 25th day of February, 2020.

APPROVED:

_____

Connie B. Schroeder, Mayor

ATTEST:

_____

Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____

Alan Bojorquez, City Attorney

Recommendation of Award

Fisherman's Park Wheeled Sports Plaza, Phase 1

Bastrop, Texas

Date: **February 12, 2020**

Attention: **Curtis Hancock**
Assistant Director Public Works & Utilities
City of Bastrop, Texas

RE: **Fisherman's Park, Wheeled Sports Plaza, Phase 1**
Recommendation of Award

On February 7, 2020, at the office of the City Secretary, four bids were received and publicly read for the above referenced project. The project includes the construction of approximately 5,000 square foot, poured in place concrete wheeled sports plaza within Fisherman's Park. The proposals were from firms qualified in the design and construction of the wheeled sports plaza. An evaluation process took place based upon five criteria outlined in the specifications. A bid tabulation showing the detailed bid results is attached. The proposer who selected, provides the goods and services at the best value to the City.

Artisan Concrete Services,Inc. provided demonstrated competence, references, a list of past and current projects of similar scale, best delivery method and a fair and reasonable price. The proposed schedule, pricing and experience projects of a similar size and character. The Artisan Concrete Services,Inc. bid has been evaluated and they do have the required insurance. The project references have been contacted. Evaluation and responses are satisfactory.

It is recommended the City of Bastrop to accept Artisan Concrete Services,Inc.

Pre-Design Phase and Meetings	$ 1,500.00
Final Design Phase	$ 4,500.00
Construction of Wheeled Sports Plaza	$240,000.00
Total	$246,000.00

We recommend the award of the Fisherman's Park Wheeled Sports Plaza, Phase 1 to Artisan Concrete Services,Inc.

Respectfully submitted,

Dale K. Clarke, ASLA, RLA TX 1212
Burditt Consultants LLC
310 Longmire Rd.
Conroe, TX 77302
936-756-3041 office

BID TABULATION SHEET

City of Bastrop - Fisherman's Park Wheeled Sports Plaza - Phase 1 - 2/7/2020	American Ramp Company	Grindline Skateparks	SPA Skateparks	Artisan Concrete Services
Pre-Design Phase nd Meetings	$7,500.00	$7,605.00	$17,400.00	$1,500.00
Final Design Phase	$15,000.00	$32,695.00	$11,600.00	$4,500.00
Construction of Wheeled Sports Plaza	$225,000.00	$247,500.00	$261,000.00	$240,000.00
Total Lump Sum Bid	$247,500.00	$287,800.00	$290,000.00	$246,000.00
Addendum #1 received	y	y	y	y
Addendum #2 received	y	n	y	n
Completion Days: Substantial/Final	90/120	120/125	240/270	125/150
Bid Bond	y	y	y	y
Letter of Surety	y	y	y	y
Insurance	n	n	y	y

		City of Bastrop Fisherman's Park Wheeled Sports Plaza, Phase 1							
Acceptable Documentation	Y or N	y		y		y		y	
Orig+copy+digital		y		y		y		y	
Project Schedule - Substantial Completion / Fully Complete (DAYS)		90/120	4 months	125/130	4.3 months	240/270	9 months	125/150	5 months
Work Experience		y		y		y		y	
Surety letter for full bonding		y		y		y		y	
Bid bond		y		y		y		y	
Insurance Provided		y		n		y		y	
Addenda acknowledged		#1 , #2		#1 , #2		#1 , #2		#1	
Demonstrated competance and qualifications/construction of wheeled sports plazas	**30**		30		30		30		30
Number of wheeled sports plazas completed or under construction	**20**		18		19		19		18
Firm's licensed professional's background, reputation & experience	**20**		18		20		20		20
Fair and reasonable price	**20**	$ 247,500.00	19	$ 287,500.00	17	$ 290,000.00	17	$ 246,000.00	20
Current project load & best delivery	**10**		8		8		6		9
Number of years in business		20		18		18		13	
Reference feedback on warranty and project history									
Organization of Team and key personnel		y		y		y		y	
Describe firm's qualifications and philosophies		y		y		y		y	
Schedule Substantially complete/fully complete		90/120		125/130		240/270		125/150	
Professional organizations		y		y		y		y	
List 4 to 6 similar projects		y		y		y		y	
Total projects completed or under construction		100's / 4 under construction		100's, need curent work load		listed 25 / 3 under construction		350 / 4 under construction	
COMMENTS		Good process documents included.		Showed both large and smaller projects like this one. Local LA from Austin.		Closest to the site, VERY good track record. Did Conroe Park for Burditt. Highest in design fees. Longest schedule to completion		Offers a fast tracked schedule , complete by 5/31/2020. Pleasanton, TX was very happy, customers were extremely satisfied.	
TOTALS	**100**		**93**		**94**		**92**		**97**

February 25, 2020

Artisan Concrete Services, Inc
Andy Duck
4600 Tamarack Dr.
Kitty Hawk, NC 27949

RE: City of Bastrop – Fisherman's Park Wheeled Sports Plaza, Phase 1

Dear Andy,

The City of Bastrop is pleased to inform you that Artisan Concrete Services, Inc. has been selected to provide design build services for the Fisherman's Park, Wheeled Sports Plaza, Phase 1 based on the competitive sealed bid proposal submitted on February 7, 2020.

This notice of intent to award a contract, however, is subject to the successful satisfaction of the City to finalize an agreement with Artisan Concrete Services, Inc. Draft copies of the contract documents will be sent for your review and please begin the process of acquiring bonds for this project.

The City of Bastrop has designated Curtis Hancock, Assistant Director of Public Works & Utilities as the City's representative and Burditt Consultants as the City's agent. If you have any questions, please contact Burditt Consultant representatives Dale Clarke, dclarke@burditt.com at 281-217-1951

Regards,

Trey Job
Acting City Manager

STAFF REPORT

MEETING DATE: February 25, 2020 **AGENDA ITEM**: 9D

TITLE:
Consider action to approve Resolution No. R-2020-19 of the City Council of the City of Bastrop, Texas, awarding a contract for the City of Bastrop Newton and Jasper drainage project to M & C Fonseca Construction Company in the amount of two hundred twenty-five thousand six hundred dollars ($225,600.00), 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:
Trey Job, Acting City Manager

BACKGROUND/HISTORY:
The City of Bastrop, in connection with carrying out the duties of its various ordinances and duties to provide maintenance on the current and future infrastructure, has made drainage improvements a priority. One of the projects focuses on drainage improvements in the area of Newton and Jasper Streets. The construction of the Newton and Jasper Street drainage improvements was identified as a need in the FY2020 workplan as a CIP project and in the Comprehensive Plan (2.6) as a focus area for "Community Safety". Engineering services were provided by BEFCO Engineering, Inc. and BEFCO prepared and solicited the RFP and completed the bid tabulation.

On January 28, 2020, six (6) bids were received for the City of Bastrop Newton & Jasper drainage project. The lowest submitted bid was from 304 Construction LLC. However, their bid was declared incomplete as they neglected to submit the Certificate of Interested Parties Form 1295 with their submittal as required in the bid package documents. As a result, their bid was disqualified.

BEFCO reviewed and ranked the proposals and recommends that the Council award the contract for the project to the second highest bidder M & C Fonseca in the amount of $225,600.00.

POLICY EXPLANATION:
The City is required to maintain its infrastructure and is given authority to do so in the Local Government Code.

FUNDING SOURCE:
This project is funded in the FY2019-2020 budget as passed by Council.

RECOMMENDATION:
Consider action to approve Resolution No. R-2020-19 of the City Council of the City of Bastrop, Texas, awarding a contract for the City of Bastrop Newton and Jasper drainage project to M & C Fonseca Construction Company in the amount of two hundred twenty-five thousand six hundred

dollars ($225,600.00), 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 R-2020-19
- Exhibit A BEFCO Newton and Jasper Specifications and Contract Documents
- BEFCO Engineering Recommendation Letter & Proposal Tabulation

RESOLUTION NO. R-2020-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AWARDING A CONTRACT FOR THE CITY OF BASTROP NEWTON AND JASPER DRAINAGE PROJECT TO M & C FONSECA CONSTRUCTION COMPANY IN THE AMOUNT OF TWO HUNDRED TWENTY-FIVE THOUSAND SIX HUNDRED DOLLARS ($225,600.00), ATTACHED AS 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 City Council understands the importance of public safety provided by performing 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 drainage; and

WHEREAS, the City of Bastrop has utilized BEFCO Engineering. Inc. for the provision of engineering services on the Newton and Jasper drainage project; and

WHEREAS, BEFCO Engineering has received all proposals, and found the lowest responsible bidder to be qualified.

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 a contract for The City of Bastrop Newton and Jasper Drainage Project with M & C Fonseca Construction Company in the amount of $225,600.00, attached as Exhibit A.

Section 2. The City Council of the City of Bastrop, Texas has found BEFCO Engineering, Inc. to be a subject matter expert in the field of engineering and accepts BEFCO's recommendation to award the contract for the Newton and Jasper Street drainage project to M & C Fonseca Construction.

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 25th day of February, 2020.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

SPECIFICATIONS

AND

CONTRACT DOCUMENTS

for

CITY OF BASTROP

NEWTON & JASPER DRAINAGE PROJECT
FEMA-DR-4269-010

BEFCO JOB NO. 16-6781

DECEMBER 2019

prepared by

BEFCO Engineering, Inc.

Post Office Box 615

485 North Jefferson

La Grange, Texas 78945

(979) 968-6474

FAX - (979) 968-3056

Texas Registered
Engineering Firm #F-2011

www.befcoengineering.com

office@befcoengineering.com



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ADVERTISEMENT AND INVITATION FOR BIDS

Advertisement and Invitation for Bids

The City of Bastrop will receive bids for the Newton & Jasper Drainage Project (FEMA-DR-4269-010) until 10:00 a.m. on Tuesday, January 28, 2020 at City Hall, 1311 Chestnut Street, Bastrop, Texas 78602. The bids will be publicly opened and read aloud at 10:00 a.m. on Tuesday, January 28, 2020 at said office.

Bids are invited for the Newton & Jasper Drainage Project (FEMA project) as described in the plans and specifications, include approximately 400 linear feet of storm sewer (various sizes), storm inlets, street re-construction, channel excavation, miscellaneous utility adjustments, and erosion control.

Bid/Documents, including Drawings and Technical Specifications, are on file at BEFCO Engineering, Inc., 485 N. Jefferson (P. O. Box 615), La Grange, Texas 78945 (979) 968-6474.

Copies of the Bid/Contract Documents may be obtained by contacting BEFCO Engineering, Inc. via email at office@befcoengineering.com. Electronic copies may be obtained at no charge; hard copies may be obtained by payment of a non-refundable deposit of $30.00 for each set.

A bid bond in the amount of 5% of the bid issued by an acceptable surety shall be submitted with each bid. A certified check or bank draft payable to the City of Bastrop may be submitted in lieu of the Bid Bond.

The successful bidder may not discriminate against its employees or applicants for employment on the basis of race, color, religion, sex, age or national origin.

The City of Bastrop reserves the right to reject any or all bids or to waive any minor informalities in the bid documents. **The Contract will be awarded to the lowest responsible bidder.**

Bids may be held by the City of Bastrop for a period not to exceed 60 days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidders qualifications prior to the contract award.

All qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, or national origin. Bidders will be required to comply with the President's Executive Order No. 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

The successful Bidder shall furnish Performance and Payment Bonds on the forms furnished with the Proposal, in the amount of 100% of the total Contract price, from a surety company holding a permit from the State of Texas to act as surety. The surety company must have a minimum Best Key Rating of "B", or the surety company must be eligible to participate in the surety bond guarantee program of the Small Business Administration and must be an approved surety listed in the current U.S. Department of Treasury Circular 570, and must meet all of the related rules and regulations of the Treasury Department. The surety company and the agency or agent issuing the Payment and Performance Bonds must be authorized to issue and sign Payment and Performance Bonds in Texas in an amount equal to or greater than the total Contract price.

Trey Job

Trey Job
Assistant City Manager of Development Services
City of Bastrop

12/20/2019
Date

S:_Projects\Bastrop\16-6761\Spec Book - Bid Documents\03 Adv. to Bid.doc

INFORMATION TO BIDDERS

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The City of Bastrop herein called ("Owner"), invites bids on the bid form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the City of Bastrop at City Hall, 1311 Chestnut Street in Bastrop until 10:00 AM on Tuesday, January 28, 2020 and then at said City Hall publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the City of Bastrop and designated as Newton & Jasper Drainage Project (FEMA-DR-4269-010).

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

Each bid must be submitted on the prescribed form and the sealed envelope shall bear on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope must be enclosed in another envelope and addressed as specified in the bid form.

2. Subcontracts

The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this contract must receive prior approval from the Owner and Engineer.

3. Qualifications of Bidder

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. See items required with bid.

4. Bid Security

Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety company approved by the Owner, in the amount of 5% of the bid. Such cash, checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cash, checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has been made within 90 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

5. Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

6. Time of Completion and Liquidated Damages

Bidder must agree to commence work on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within one hundred twenty (120) calendar days. Bidder must agree also to pay as liquidated damages, the sum of $210 for each consecutive calendar day thereafter as hereinafter provided in the Special Conditions.

7. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretations should be in writing to BEFCO ENGINEERING INC., P.O. BOX 615, LA GRANGE, TEXAS 78945 and to be given consideration must be received as least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to prospective bidders, not later than three days prior to the date fixed for the opening of bids. Addenda so issued may also be faxed to prospective bidders. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

8. **Security for Faithful Performance**

A performance bond or payment bond will not be required if the bid for this contract is less than $25,000. If the bid is $25,000 or more then the contractor shall deliver with the executed contract a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

9. **Power of Attorney**

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

10. **Laws and Regulations**

The bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

11. **Method of Award - Lowest Qualified Bidder**

The Owner reserves the right to waive formalities, to reject any and all bids, to accept bids based on alternate items and quantities specified, and to accept the bid most advantageous to the public interest. Owner also retains right to reduce or increase the total proposal amount by up to 25% by reducing or increasing quantities.

12. **Obligation of Bidder**

At time of the opening of bids, each bidder will be presumed to have inspected the site, and to have read and to be thoroughly familiar with the plans, specifications and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, plan, specification, or document shall in no way relieve any bidder from any obligation in respect to his bid.

13. The following documents will be attached to the bid and made a condition of this Bid:

A. Executed Bidder's Proposal
B. Required Bid Security
C. List of Subcontractors
D. List of Suppliers
E. Contractor's Visit Affidavit
F. Anti-Collusion Affidavit
G. List of references and phone numbers of last 5 projects of $150,000 or more and similar in scope
H. Form 1295
I. Statement of Bidder's Qualifications
J. State Reciprocal Agreement
K. Safety Record Questionnaire
L. Conflict of Interest
M. Chapter 2271 Verification
N. Chapter 2252 Certification

Bidder must acknowledge addendas; however, Bidder is responsible for all addendas issued, whether received or not.

4/18

BID FORMAT

BIDDER'S PROPOSAL

Date _____

Proposal of _____, a corporation organized and existing under the laws of the State of Texas, a partnership consisting of _____, an individual trading as _____.

TO: Ms. Lynda Humble, City Manager
City of Bastrop
1311 Chestnut St. (PO Box 427)
Bastrop, Texas 78602

Gentlemen:

Pursuant to the foregoing Notice to Bidders, the undersigned bidder hereby proposes to do all the work and furnish all necessary superintendence, labor, machinery, equipment, tools and materials, and whatever else may be necessary to complete all the work upon which he bids, as provided by the attached specifications and shown on the plans, and binds himself on acceptance of his proposal to execute a contract and bond, according to the accompanying forms, for performing and completing the said work within the time stated and maintaining same as required by the detailed specifications for the following prices to wit:

CITY OF BASTROP
FEMA-DR-4269-010
NEWTON & JASPER DRAINAGE PROJECT
BEFCO JOB NO. 16-6781

BID SCHEDULE
January 28, 2020

Item No.	Est. Qty.	Units	Description in Words	Unit Price	Total Price
1	450	SY	Demolish and remove existing curb and gutter and asphalt pavement and excavate to top of proposed subgrade for _____ _____dollars and _____ cents per square yard.	$_____	$_____
2	450	SY	Scarify, moisture condition, and re-compact six inches (6") of subgrade for _____ _____dollars and _____ cents per square yard.	$_____	$_____
3	450	SY	Furnish and install 8-inch (8") Type A, Grade 1-2 limestone rock base for _____ _____dollars and _____ cents per square yard.	$_____	$_____
4	180	LF	Furnish and install reinforced concrete curb and gutter for _____ dollars and _____ cents per linear foot.	$_____	$_____
5	13	SY	Furnish and install 6-inch (6") thick reinforced concrete pavement for driveways for _____dollars and _____ cents per square yard.	$_____	$_____
6	40	TON	Furnish and install 2-inch (2") Type 'D' Hot Mix Asphaltic Concrete (HMAC) for _____ _____dollars and _____ cents per ton.	$_____	$_____
7	1	LS	Adjust existing sanitary manhole rim elevation as required for street re-construction for _____dollars and _____cents.	$_____	$_____
8	1	LS	Adjust existing waterline valve elevations as required for street re-construction for _____ _____dollars and _____cents.	$_____	$_____

Item No.	Est. Qty.	Units	Description in Words	Unit Price	Total Price
9	1	LS	Clear and dispose of existing vegetation / brush only as required for installation of channels and storm sewer system for _____ _____dollars and _____cents.	$_____	$_____
10	270	LF	Excavate 5-foot (5') wide channel per details and dispose of all materials for _____ _____dollars and _____cents per linear foot.	$_____	$_____
11	290	LF	Excavate 8-foot (8') wide channel per details and dispose of all materials for _____ _____dollars and _____cents per linear foot.	$_____	$_____
12	1	LS	Lower existing eight-inch (8") waterline as required below proposed 8-foot (8') wide channel for _____ dollars and _____ cents.	$_____	$_____
13	2	EA	Furnish and install reinforced concrete curb inlet with two (2) extensions for _____ _____dollars and _____cents each.	$_____	$_____
14	1	EA	Furnish and install reinforced concrete curb inlet with one (1) extension for _____ _____dollars and _____cents each.	$_____	$_____
15	92	LF	Furnish and install 30-inch (30") diameter ADS HP storm sewer for _____ _____dollars and _____cents per linear foot.	$_____	$_____
16	130	LF	Furnish and install 36-inch (36") diameter ADS HP storm sewer for _____ _____dollars and _____cents per linear foot.	$_____	$_____
17	200	LF	Furnish and install 60-inch (60") diameter ADS HP storm sewer for _____ _____dollars and _____cents per linear foot.	$_____	$_____
18	1	LS	Furnish and install reinforced concrete intake structure for 60-inch (60") storm sewer per details for _____ _____dollars and _____cents.	$_____	$_____

Item No.	Est. Qty.	Units	Description in Words	Unit Price	Total Price
19	1	LS	Furnish and install trench safety protection for all excavation greater than five feet (5') for _____dollars and _____cents.	$_____	$_____
20	80	LF	Furnish and install silt fencing for erosion control for _____ _____dollars and _____cents per linear foot.	$_____	$_____
21	1	LS	Furnish and install sand bags around storm inlets for erosion control for _____ _____dollars and _____cents.	$_____	$_____
22	1	LS	Hydromulch seed all disturbed areas for _____ _____dollars and _____cents.	$_____	$_____

TOTAL BASE BID (Item Nos. 1-22) $_____

The following documents will be attached to the bid and made a condition of this Bid:

A. Executed Bidder's Proposal
B. Required Bid Security
C. Contractor's Site Visit Affidavit
D. Anti-Collusion Affidavit
E. Statement of Bidder's Qualifications
F. Conflict of Interest Questionnaire
G. Safety Record Questionnaire
H. State Reciprocal Agreement
I. Form 1295
J. Chapter 2271 Verification
K. Chapter 2252 Certification
L. List of suppliers, subcontractors
M. List of at least five (5) references of projects greater than $150,000 and similar in scope. References shall include phone numbers for Owner and Engineer.

Bidder must acknowledge addendas; however, Bidder is responsible for all addendas issued, whether received or not.

NOTES:

1. Contractor shall provide all weather access to property owners south and west of MLK / Jasper Street intersection at all times. All weather access may be provided through phasing of intersecton construction or construction of temporary gravel access around construction. City of Bastrop shall review and approve Contractor's plan for all weather access prior to implementation. The means of providing all weather access is considered subsidiary to the project. No separate payment will be made.
2. All traffic control measures are considered subsidiary to the work. As such, any costs associated with traffic control shall be included in the various bid items. No separate payment will be made.
3. Construction time is to start within ten (10) days after receipt of a written "Notice To Proceed." All items shall be substantially complete withinone hundred twenty (120) consecutive calendar days. Failure to complete the items by deadline will result in a penalty of liquidated damages in an amount of $210 per calendar day.
4. Mobilization charges are considered subsidiary to the project and shall be included in the . various bid items. No separate payment will be made.
5. Communications concerning this Bid shall be addressed to the e-mail or business address of Bidder indicated herein.
6. Award of contract shall be based upon lowest, most responsible bid. Owner has right to waive any or all bid informalities.
7. In the event of discrepancies in unit prices quoted by written words or by numerical value, the written words will prevail. The total bid amount will be adjusted based on written words.
8. Contract documents will govern over the drawings. The order of importance will be Contract, Bond Documents, Special Conditions, EJCDC Standard General Conditions and Technical Specifications.
9. Failure to fully complete bid form or submit all forms/attachments with bid may result in the dismissal of bid.

I hereby acknowledge the receipt of the following addenda:

1. _____

2. _____

3. _____

The undersigned bidder agrees to commence work within ten (10) days after the date of written notice to commence work.

Enclosed with this proposal is a cashier's check or certified check in the amount of 5% of the greatest amount bid (5% of G.A.B.) for_____ ($_____) Dollars, or a proposal bond in the sum of _____ $_____) Dollars, which it is agreed shall be collected and retained by the OWNER as liquidated damages in the event this proposal is accepted by the OWNER within ninety (90) days after the date advertised for the receipt of bids and the undersigned fails to execute the contract and the required bond with the OWNER, under the conditions hereof, within five (5) days after the date said proposal is accepted; otherwise, said check or bond shall be returned to the undersigned upon demand.

The undersigned hereby declares that he has visited the site and has carefully examined the contract documents relative to the work covered by the above bid.

Respectfully submitted,

BIDDER:_____SIGNED:_____

ADDRESS:_____TITLE:_____

_____

TELEPHONE:_____

Seal - if the bidder is a corporation

STATEMENT OF MATERIALS AND OTHER CHARGES

MATERIALS INCORPORATED INTO THE PROJECT: $_____

ALL OTHER CHARGES: $_____

*TOTAL: $_____

***This total must agree with the contract amount as shown in the bound contract.**

For purposes of complying with the Texas Tax Code, the Contractor agrees that the charges for any material incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such material to the Contractor.

BID BOND

BID BOND (DAMAGES FORM)

Bidder Name: Address *(principal place of business)*:	**Surety** Name: Address *(principal place of business)*:
Owner Name: **City of Bastrop** Address *(principal place of business)*: **1311 Chestnut Street** **Bastrop, TX 78602**	**Bid** Project *(name and location)*: **Newton & Jasper Drainage Project** **(FEMA –DR-4269-010)** Bid Due Date: **January 28, 2020**
Bond Bond Amount: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder _____ *(Full formal name of Bidder)* By: _____ *(Signature)* Name: _____ *(Printed or typed)* Title: _____ Attest: _____ *(Signature)* Name: _____ *(Printed or typed)* Title: _____	Surety _____ *(Full formal name of Surety) (corporate seal)* By: _____ *(Signature) (Attach Power of Attorney)* Name: _____ *(Printed or typed)* Title: _____ Attest: _____ *(Signature)* Name: _____ *(Printed or typed)* Title: _____
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

EJCDC® C-435, Bid Bond (Damages Form).
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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid, as determined by Owner, for the work required by the Contract Documents, provided that:

    1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the bond amount set forth on the face of this Bond, and

    1.2. In no event will Bidder's and Surety's obligation hereunder exceed the bond amount set forth on the face of this Bond.

    1.3. Recovery under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation will be null and void if:

    3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

    3.2. All Bids are rejected by Owner, or

    3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions will not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond must be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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CONTRACTOR'S VISIT AFFIDAVIT

City of Bastrop
Newton & Jasper Drainage Project
FEMA-DR-4269-010
BEFCO Job No. 16-6781

CONTRACTOR'S VISIT AFFIDAVIT

_____, a representative of
(printed name of representative)

_____ visited the site on this the _____
(printed name of company)

day of _____, 20___ for the above referenced job.

_____
(signature of representative)

ACKNOWLEDGEMENT

The State of _____
County of _____

IN WITNESS WHEREOF the said Representative has executed this instrument this ____ day of _____, 20____.

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____ known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledge to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, 20____.

(SEAL)

_____
Notary Public in and for

_____ County,
Commission expires _____

ANTI-COLLUSION AFFIDAVIT

ANTI-COLLUSION AFFIDAVIT

STATE OF TEXAS §
COUNTY OF _____ §

Before me, the undersigned authority, personally appeared, _____, who, first being duly sworn, deposed and stated as follows:

My name is _____. I am over the age of eighteen and am competent to make this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.

I hereby affirm that that this bid is genuine and not in any manner collusive or a sham. Further, I affirm that I have not colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder or any other person to manipulate the bid, to put in a sham bid, nor have I conspired with another person in order to have another person refrain from bidding. I have not in any manner, directly or indirectly, colluded, conspired, connived or agreed with any person to fix the prices proposed and offered by affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price.

_____
Name

_____
Company

SWORN TO and SUBSCRIBED before me by _____

on _____, 20__.

_____
Notary Public in and for
the State of Texas

My Commission Expires: _____, 20____

FORM 1295

ADDITIONAL CONDITION OF AWARD —

DISCLOSURE OF INTERESTED PARTY FORM:
NEW OBLIGATION OF THE CITY TO RECEIVE INFORMATION FROM WINNING BIDDER

Effective January 1, 2016, pursuant to Texas Government Code, Section 2252.908 (the "Interested Party Disclosure Act"), the City may not award a contract to a bidder unless the bidder submits a Certificate of Interested Parties Form 1295 (the "Disclosure Form") to the City as prescribed by the Texas Ethics Commission ("TEC").

PROCESS FOR COMPLETING THE DISCLOSURE FORM

The Disclosure Form can be found at https://www.ethics.state.tx.us/forms/1295.pdf, and reference should be made to the following information in order to complete it:
(a) item 2 – Name of City ("City of Bastrop, Texas")
(b) item 3 – the identification number ("FEMA-DR-4269-010) and
(c) item 3 – description of the goods or services assigned to this contract by the City ("Newton & Jasper Drainage Project")

You must:

1) complete the Disclosure Form electronically at the TEC's "electronic portal", and
2) print, sign and deliver a copy (scanned and emailed is fine) of the Disclosure Form and Certification of Filing that is generated by the TEC's "electronic portal."

The following link will take you to the electronic portal for filing:
https://www.ethics.state.tx.us/TECCertInt/pages/login/certLogin.jsf

Also, a detailed instruction video may be found here:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Neither the City nor its consultants have the ability to verify the information included in a Disclosure Form, and neither have an obligation nor undertake responsibility for advising any business entity with respect to the proper completion of the Disclosure Form.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

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

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☐

6 **UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Must file online at www.ethics.state.tx.us/File

STATEMENT OF BIDDER'S QUALIFICATIONS

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

Date: _____
Bidder (Legal Name of Firm):_____
Date Organized:_____
Name of Owner(s):_____
Address :_____

_____ :_____
Date Incorporated_____
Federal ID Number: _____
Number of Years in contracting business under present name_____
List all other names under which your business has operated in the last 10 years:

Work Presently Under Contract:

Contract	Amount $	Completion Date

Type of work performed by your company: _____

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):
_____
_____
_____

Have you ever failed to complete any work awarded to you? ☐ Yes ☐ No
(If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract? ☐ Yes ☐ No
(If yes, please attach summary of details on a separate sheet.)

Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five year period or is still in effect? ☐ Yes ☐ No

(If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization.)

List the projects most recently completed by your firm (include project of similar importance):

Project	Amount $	Mo/Yr Completed

Major equipment available for **this** contract: _____
_____
_____

Are you in compliance with all applicable EEO requirements? ☐ Yes ☐ No
(If no, please attach summary of details on a separate sheet.))

Are you a Section 3 business? (see below) □ Yes □ No
Section 3 Business Concerns:
a) Businesses that are 51 percent or more owned by Section 3 residents;
b) Businesses whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the firm were Section 3 residents;
c) Businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the dollar amount of all subcontracts to be awarded to businesses that meet the qualifications described above; or
d) Businesses located within the Grant Recipient's jurisdiction that identifies themselves as Section 3 Business Concerns because they provide economic opportunities for low- and very low income persons.

Bank References
Address: _____ Contact Name: _____
City & State: _____Zip: _____Phone Number: _____
Credit available: $ _____

Has the firm or predecessor firm been involved in a bankruptcy or reorganization? □ Yes □ No
(If yes, please attach summary of details on a separate sheet.)

List on a sheet attached hereto all judgements, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description.

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Signed this _____ day of _____, 20____.

_____
Signature

_____
Printed Name and Title

_____
Company Name

Notary Statement:

_____. being duly sworn, says that he/she is the _____Position/Title _____of_____ (Firm Name), and hereby swears that the answers to the foregoing questions and all statements therein contained are true and correct. He/she hereby authorizes and requests any person, firm, or corporation to furnish any information requested City/County of _____ in verification of the recitals comprising this Statement of Bidder's Qualifications.

Subscribed and sworn before me this _____day of _____, 20____.

Notary Public

_____
Signature

_____
Printed Name
My Commission Expires: _____,

STATE RECIPROCAL AGREEMENT

STATE RECIPROCAL AGREEMENT

City of Bastrop as a governmental agency of the state of Texas, may not award a contract for general construction, supplies, materials, or equipment to a non-resident bidder unless the non-resident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located (article 601G V.T.C.S.). Bidder shall answer all the following questions by encircling the appropriate response or completing the blank provided.

1. Is your principal place of business in the state of Texas? **Yes** **No**

2. If the answer to question 1 is "yes" no further information is necessary; if "no", please indicate:

   a. In which state your principal place of business is located:_____

   b. Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? **Yes** **No**

   c. If "Yes", state the dollar increment or percentage:_____

SAFETY RECORD QUESTIONNAIRE

SAFETY RECORD QUESTIONNAIRE
& STATEMENT OF BIDDER'S SAFETY EXPERIENCE
(To Be Submitted With Bid)

Project: City of Bastrop—(FEMA) Newton & Jasper Drainage Project

Pursuant to Section 252.0435 of the Local Government Code, City of Bastrop will consider the safety records of potential contractors prior to awarding bids on City of Bastrop contracts. The term "Bidder" includes the firm, corporation, partnership, or other legal entity represented by the Bidder or anyone acting for such firm, corporation, partnership or other entity submitting the bid. The definitions and criteria for determining the safety record of a Bidder are:

> *"Citations" include notices of violation, notices of enforcement, suspension/revocations of state or federal licenses or registrations, fines assessed pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, and judicial final judgments. Notice of Violations and Notice of Enforcement received from the TCEQ shall include those classified as major violations and moderate violations under the TCEQ'S regulations for documentation of Compliance History, 30 Texas Administrative Code, Chapter 60.2 (c) (1) and (2)."Environmental Protection Agency" includes, but is not limited to the Texas Commission on Environmental Quality (TCEQ), the U.S. Environmental Protection Agency, the U.S. Fish and Wildlife Service, the U.S. Army Corps of Engineers, the Texas Department of Health, the Texas Parks and Wildlife Department, the Structural Pest Control Service, agencies of local governments responsible for enforcing environmental protection laws or regulations, and similar regulatory agencies of other states of the United States.*

City of Bastrop may consider the responses to each question listed below separately when making a discretionary determination of whether to disqualify a Bidder and it may consider the cumulative impact of the information generated by the Bidder's responses in making the determination.

In order to consider the safety records of potential contractors prior to awarding bids on City of Bastrop contracts, City of Bastrop requires that Bidders answer the following questions and submit them upon request:

QUESTION ONE

Has the Bidder received any Citations for violations of OSHA within the past five (5) years? ❒ Yes ❒ No

QUESTION TWO

Has the Bidder received any Citations for violations of environmental protection laws or regulations within the past five (5) years? ❒ Yes ❒ No

QUESTION THREE

Has the Bidder ever been convicted, within the past ten (10) years, of a criminal offense or has been subject to a judgment for a negligent act or omission, which resulted in serious bodily injury or death? ❒ Yes ❒ No

If the Bidder has indicated "Yes" to any question above, the Bidder must provide to City of Bastrop, with its bid submission, the following information:

Date of Citation or offense and location where violation or offense occurred, type of violation or offense, final disposition of violation or offense, if any, and penalty assessed.

In addition, City of Bastrop will utilize the following information and in its discretion, as additional support to make any discretionary determination of whether to disqualify a Bidder. Accordingly, Bidder must answer the following questions and provide evidence that it meets minimum OSHA construction safety standards and has a lost time injury rate that does not exceed the limits established below:

1. Does the Bidder have a written construction safety program? ❒ Yes ❒ No
2. Does the Bidder conduct regular construction site safety inspections? ❒ Yes ❒ No
3. Does the Bidder have an active construction safety-training program? ❒ Yes ❒ No
4. Does the Bidder or affected subcontractors have competent persons in the following areas (as applicable to the scope of the current Project):

A. Scaffolding	❒ Yes	❒ No	❒ N/A
B. Excavation	❒ Yes	❒ No	❒ N/A
C. Cranes & Hoists	❒ Yes	❒ No	❒ N/A
D. Electrical	❒ Yes	❒ No	❒ N/A
E. Fall Protection	❒ Yes	❒ No	❒ N/A
F. Confined Spaces	❒ Yes	❒ No	❒ N/A
G. Material Handling	❒ Yes	❒ No	❒ N/A
H. Demolition	❒ Yes	❒ No	❒ N/A
I. Steel Erection	❒ Yes	❒ No	❒ N/A
J. Underground Construction	❒ Yes	❒ No	❒ N/A

5. Does the company have a lost time injury rate and a total recordable injury rate of less than or equal to the national average for North American Industrial Classification System (NAICS) Category 23 for each of the past five (5) years? (Attach the Bidder's OSHA 300 and 300A logs for the past five (5) years)
   ❒ Yes ❒ No

6. Does the Bidder have an experience modifier rate of 1.0 or less? (Attach the Bidder's NCCI workers compensation experience rating sheets for the past five (5) years)
   ❒ Yes ❒ No

7. Has the Bidder had any OSHA inspections within the past six (6) months?
   ❒ Yes ❒ No

   (If "YES", provide sufficient documentation to indicate the nature of the inspection, the findings, and magnitude of the issues.)

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF _____

I certify that my responses and the information provided are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Questionnaire, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this questionnaire may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my bid to be rejected.

Bidder's full name and entity status:

_____

Signature, Authorized Representative of Bidder

_____

Title:

_____

Date:

The State of _____
County of _____

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____ known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledge to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, 20____.

(SEAL)

_____
Notary Public in and for

_____ **County,**
Commission expires
_____

CONFLICT OF INTEREST

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CHAPTER 2271 VERIFICATION

Form TGC 2271
VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2271

Contract identifier: _____
Department: _____

By signing below, Company, as defined below, herby verifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

SIGNED BY: _____

Print Name of Person Signing, Title, and Company: _____

_____

Date signed: _____

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned Notary Public on this day personally appeared _____(Name), on behalf of _____ (Company) who being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Chapter 2271 and said statements contained therein are true and correct..

SWORN AND SUBSCRIBED TO before me, this _____ day of _____, 20____.

_____
NOTARY OF PUBLIC,
FOR THE STATE OF TEXAS

My Commission Expires:

_____

Government Code § 2271.002. Provision Required in Contract
Effective: May 7, 2019
Sec. 2271.002. PROVISION REQUIRED IN CONTRACT.
(a) This section applies only to a contract that:
(1) is between a governmental entity and a company with 10 or more full-time employees; and
(2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.
(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:
(1) does not boycott Israel; and
(2) will not boycott Israel during the term of the contract.

The following definitions apply:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

(3) "Governmental entity" means a state agency or political subdivision of this state.

State law requires verification from a Company for contracts involving goods or services (regardless of the amount) before the City can enter into the contract.

CHAPTER 2252 CERTIFICATION

Texas Senate Bill 252
CERTIFICATION

Texas Government Code, Chapter 2252
SUBCHAPTER F. PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES

I, _____, *(Company Representative Name)* the undersigned representative of _____ *(Company or Business Name)*, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is:

1. not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

2. does not have contracts with, provide supplies or services to or are doing business with Iran, Sudan, or a foreign terrorist organization.

Pursuant to Section 2252, 0.001, Texas Government Code

a) "Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.

b) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

_____
Name of Company Representative (Print)

_____ _____
Signature of Company Representative *Date*

NOTICE OF AWARD

NOTICE OF AWARD

Date of Issuance:

Owner:	City of Bastrop	Owner's Project No.:	
Engineer:	BEFCO Engineering, Inc.	Engineer's Project No.:	16-6781
Project:	Newton & Jasper Drainage Project		
Contract Name:	Newton & Jasper Drainage Project (FEMA-DR-4269-010)		
Bidder:			
Bidder's Address:			

You are notified that Owner has accepted your Bid dated _____ for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Newton & Jasper Drainage Project (FEMA-DR-4269-010)

The Contract Price of the awarded Contract is _____ **Dollars ($_____).** Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Four (4) unexecuted counterparts of the Agreement accompany this Notice of Award, and **four (4)** copies of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **four (4)** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Bastrop**

By *(signature)*: _____

Name *(printed)*: Ms. Lynda Humble

Title: City Manager

Copy: Engineer

EJCDC® C-510, Notice of Award.
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STANDARD FORM OF AGREEMENT

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Bastrop** ("Owner") and _____ ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: ***Newton & Jasper Drainage Project (FEMA-DR-4269-010)***

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: ***Newton & Jasper Drainage Project (FEMA-DR-4269-010)***

ARTICLE 3—ENGINEER

3.01 The Owner has retained **BEFCO Engineering, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **BEFCO Engineering, Inc.**

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.03 *Contract Times: Days*

A. The Work will be substantially complete within **one hundred twenty (120)** consecutive days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **one hundred twenty (120)** consecutive days after the date when the Contract Times commence to run.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time.

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Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner **Two Hundred Ten & No/100 ($210.00)** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **Two Hundred Ten & No/100 ($210.00)** for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a lump sum of **(See Bid Schedule)**.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

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B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					**See Bid Schedule**

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) **See Bid Schedule**

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit. **See Bid Schedule**

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **twenty-eighth (28th)** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **Ninety (90)** percent of the value of the Work completed (with the balance being retainage).

1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work

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remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. **Ninety (90)** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **One Hundred (100)** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **Two Hundred (200)** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All amounts not paid when due will bear interest at the rate of ***Zero (0.00)*** percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
   a. Performance bond (together with power of attorney).
   b. Payment bond (together with power of attorney).
   c. Maintenance bond
3. General Conditions.
4. Supplementary (Special) Conditions.
5. Specifications as listed in the table of contents of the project manual.
6. Drawings and pictures (pages 1 to 7, inclusive).
7. Addenda (numbers 0 to 0, inclusive).
8. Exhibits to this Agreement (enumerated as follows):
   a. Contractor's Bid.

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b. Documentation submitted by Contractor prior to Notice of Award.

c. Affidavit of Site Visit.

d. Anti-Collusion Affidavit.

e. ~~House Bill 89~~Chapter 2271 Verification.

f. Chapter 2252 Certification.

g. Form 1295

h. Special Conditions.

9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

a. Notice to Proceed.

b. Work Change Directives.

c. Change Orders.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

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6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

ARTICLE 9—MISCELLANEOUS

9.01 *Independent Contractor*

Contractor is an independent contractor and is not an employee of Owner. Nothing in this Agreement is intended, or should be construed, to, create a partnership, joint venture or employer-employee relationship between Owner and Contractor.

9.02 *No Third-Party Beneficiary*

Nothing contained in this Agreement creates any duties of Contractor or Owner toward any entity or individual not a party to this Agreement, except as expressly provided in this Agreement or in the Contract Documents.

9.03 *Standard of Care:*

Contractor will perform Services under this Agreement with the degree of skill and diligence normally practiced by contractors performing the same or similar services. Except as otherwise provided in this Agreement or by law, Contractor shall have exclusive control over the manner and means of performing the Services, including the choice of place and time and will use its experience, expertise and analytical skills in performing the Services.

9.04 *No Waiver of Immunities*

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the Parties hereto, their past, present, or future council members, officials, officers, employees, or other agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

9.05 *Construction*

This Agreement shall not be construed against either Party on the basis of who drafted the Agreement.

9.06 *Notice*

Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing when delivered personally or five (5) days after mailing by first-class, registered, or certified U.S. mail, return receipt requested, postage prepaid and addressed as follows:

Owner:	City of Bastrop
Attention:	City Manager Lynda Humble
Address:	Personal Delivery:
	1311 Chestnut Street

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Bastrop, Texas 78602

Mail:
P.O. Box 427
Bastrop, Texas 78602

Contractor: _____

Attention: _____, *Title*

Mail: _____

_____

Personal delivery: _____

_____

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

City of Bastrop
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Ms. Lynda Humble
(typed or printed)

Title: City Manager
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

1311 Chestnut St. (PO Box 427)

Bastrop, Texas 78602

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

*(If **Owner** is a corporation, attach evidence of authority to sign. If **Owner** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

Contractor:

_____
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

*(If **Contractor** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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CONSTRUCTION PERFORMANCE BOND

PERFORMANCE BOND

Contractor Name: Address *(principal place of business)*:	**Surety** Name: Address *(principal place of business)*:
Owner Name: **City of Bastrop** Mailing address *(principal place of business)*: **1311 Chestnut St. (PO Box 427)** **Bastrop, TX 78602**	**Contract** Description *(name and location)*: **Newton & Jasper Drainage Project (FEMA-DR-4269-010)** Contract Price: Effective Date of Contract:

Bond

Bond Amount:

Date of Bond:

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

EJCDC® C-610, Performance Bond.
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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:

    3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;

    3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

    3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

    5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

    5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

    5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

    5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

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5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

   7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

   7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

   7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with

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said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

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CONSTRUCTION PAYMENT BOND

PAYMENT BOND

Contractor Name: Address *(principal place of business)*:	**Surety** Name: Address *(principal place of business)*:
Owner Name: **City of Bastrop** Mailing address *(principal place of business)*: **1311 Chestnut Street (PO Box 427)** **Bastrop, TX 78602**	**Contract** Description *(name and location)*: **Newton & Jasper Drainage Project (FEMA-DR-4269-010)** Contract Price: Effective Date of Contract:

Bond

Bond Amount:

Date of Bond:

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond will arise after the following:

    5.1. Claimants who do not have a direct contract with the Contractor

        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).

    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

    7.2. Pay or arrange for payment of any undisputed amounts.

    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

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8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

        16.1.1. The name of the Claimant;

        16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

        16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

        16.1.4. A brief description of the labor, materials, or equipment furnished;

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16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

18. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

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MAINTENANCE BOND

Maintenance Bond

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY**
COUNTY OF_____ § **THESE PRESENTS:**

THAT _____, as Principal, hereinafter called "Contractor," and _____, hereinafter called "Surety," are held and firmly bound unto the City of Bastrop, Texas, a Municipal Corporation, in Bastrop County, Texas, hereinafter called "City," in the penal sum of $_____, the said sum being ___ percent of the total amount of the hereinafter mentioned contract, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, and successors, jointly and severally.

THE CONDITION OF THIS OBLIGATION is such, that WHEREAS, the said Principal has entered into a contract with the City for Newton & Jasper Drainage Project and WHEREAS, the City has requested that said work be guaranteed against failure because of defective workmanship or material, performed, or furnished by said Principal for a full period of two (2) years from the date of final acceptance of the entire project, normal wear and tear excepted.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Principal shall indemnify the City for all loss that the City may sustain by reason of any defective materials or workmanship which become apparent during the said maintenance period, then this obligation to be void, otherwise to remain in full force and effect. PROVIDED, further, that if any legal action be filed on this bond, venue shall lie in Bastrop County, Texas.

IN WITNESS WHEREOF, this instrument is executed in triplicate, each one of which shall be deemed an original.

SIGNED, SEALED, AND DATED this the _____ day of _____, 20___.

PRINCIPAL

_____

By: _____

SURETY

_____

By: _____
ATTORNEY-IN-FACT

ATTEST:

_____
SECRETARY

NOTE: POWER OF ATTORNEY OF SURETY MUST BE ATTACHED. DATE OF BOND MUST NOT BE PRIOR TO DATE OF CONTRACT.

NOTICE TO PROCEED

NOTICE TO PROCEED

Owner:	City of Bastrop	Owner's Project No.:	
Engineer:	BEFCO Engineering, Inc.	Engineer's Project No.:	16-6781
Contractor:		Contractor's Project No.:	
Project:	Newton & Jasper Drainage Project		
Contract Name:	Newton & Jasper Drainage Project (FEMA-DR-4269-010)		
Effective Date of Contract:			

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____ pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The number of days to achieve Substantial Completion is **one hundred twenty (120) consecutive calendar days** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of _____; and the number of days to achieve readiness for final payment is **one hundred twenty (120) consecutive calendar days** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of _____.

Before starting any Work at the Site, Contractor must comply with the following:

Owner:	**City of Bastrop**
By *(signature)*:	
Name *(printed)*:	Ms. Lynda Humble
Title:	City Manager
Date Issued:	

Copy: Engineer

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STANDARD GENERAL CONDITIONS

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by

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Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

d. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or

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communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.

23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

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

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32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part

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thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions and Special Conditions*—The part of the Contract that amends or supplements these General Conditions. Any reference to Supplementary Conditions shall also mean the Special Conditions document attached hereto.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

46. *Technical Data*

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

    c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

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50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

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4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

~~C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.~~

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

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2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

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2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

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3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take

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precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

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ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

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C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions – but only if Contractor is prevented from completing a critical part of the work within the Contract time due to such weather condition. Contractor shall have the duty to demonstrate actual delay in completing the portion of the Work caused by the weather condition;

3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

4. Acts of war or terrorism.

D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.

3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and

5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

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Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein. ~~as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.~~ Note: lands owned by the Owner (City) are not subject to mechanics or construction liens, Payment Bonds are required on public projects instead.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

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2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and

3. Technical Data contained in such reports and drawings.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

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C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;

2. is of such a nature as to require a change in the Drawings or Specifications;

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the

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Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

    b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

    c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

    a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

    b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

    c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

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4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

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4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

    b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

    c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

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5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by

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Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

~~I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.~~

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this

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Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

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6.02 *Insurance—General Provisions*

A. ~~Owner and~~ Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by ~~Owner or~~ Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions or the Agreement, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

~~E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.~~

F. Failure of Owner ~~or Contractor~~ to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner ~~or Contractor~~ to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

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H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If Contractor ~~either party~~ does not purchase or maintain the insurance required ~~of such party~~ by the Contract, Contractor~~such party~~ shall notify the Owner~~other party~~ in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if Contractor~~a party~~ has failed to obtain required insurance, the Owner~~other party~~ may elect (but is in no way obligated) to obtain equivalent insurance to protect ~~such other party~~it's interests at the expense of the Contractor~~party who was required to provide such coverage~~, and the Contract Price will be adjusted accordingly.

L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

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B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

~~B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's~~

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~~risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.~~

~~C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.~~

~~D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.~~

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. ~~Owner and~~ Contractor waives all rights against Owner~~each other~~ and the respective officers, directors, council-members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by ~~Owner or~~ Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of

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the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

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ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

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B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that the proposed item:

1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) has a proven record of performance and availability of responsive service; and

4) is not objectionable to Owner.

b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability.

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No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:

   a. will certify that the proposed substitute item will:

      1) perform adequately the functions and achieve the results called for by the general design;

      2) be similar in substance to the item specified; and

      3) be suited to the same use as the item specified.

   b. will state:

      1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;

      2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

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3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute item from the item specified; and

2) available engineering, sales, maintenance, repair, and replacement services.

d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

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B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

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M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

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7.11 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

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2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

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7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Contractor shall submit the number of copies required in the Specifications.

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b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

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8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

   a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

   b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

   c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

   d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

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7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal;

6. The issuance of a notice of acceptability by Engineer;

7. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

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7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

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E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;
2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and

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proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

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1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

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B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

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10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

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10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

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C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer. Any such amendment must be in writing and signed by duly authorized representatives of Owner and Contractor.

11.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

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11.04 *Field Orders*

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or

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3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:

1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;

b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;

c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and

f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

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B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Owner and Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Owner and Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

   a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

   b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

   The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and Owner will consider any comments or response from ~~Owner~~ Engineer regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. ~~*Engineer's*~~ *Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer and Owner will conduct a full review of each Change Proposal. ~~and, within~~ All Change Proposals regarding Contract Price must be approved by Owner, and any Change Proposals involving a change in Contract Price above or below $50,000 must be submitted to the City Council for approval; however, the original Contract Price shall not be increased by more than 25 percent. Within 30 days after such receipt of the Contractor's supporting data, the Owner shall either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Engineer ~~Owner~~ and Contractor. If ~~Engineer~~ Owner

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does not take action on the Change Proposal within 30 days, then ~~either Owner or~~ Contractor may at any time thereafter submit a letter to the ~~other party~~ Owner indicating that as a result of ~~Engineer's~~ Owner's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: ~~Engineer's~~ Owner's decision is final and binding upon ~~Owner and~~ Contractor, unless ~~Owner or~~ Contractor appeals the decision by filing a Claim under Article 12.

~~C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.~~

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of

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Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer. Any proposed changes in Contract Price above or below $50,000, whether proposed through a Claim, direct negotiations, mediations, or otherwise, must be submitted to the City Council for approval. The original contract price shall not be increased by more than 25 percent.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

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ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

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4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

        1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

    c. *Construction Equipment Rental*

        1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

        2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

        3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

    d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

    e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

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f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:

a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

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b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:

1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.

2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal

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to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

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14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

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C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

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1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

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ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

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b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work;

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

   c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

   d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

   e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

   a. the Work is defective, requiring correction or replacement;

   b. the Contract Price has been reduced by Change Orders;

   c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

   d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

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e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining

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after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of

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the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

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15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

   d. a list of all duly pending Change Proposals and Claims; and

   e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

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C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;

2. correct such defective Work;

3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in

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an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

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B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in

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connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and

2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

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ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered to the notice address provided by each party in the Agreement:

1. in person, by a commercial courier service or otherwise~~, to the recipient's place of business~~; or

2. by registered or certified mail, postage prepaid~~, to the recipient's place of business; or~~

~~3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line~~.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

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18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state of Texas. ~~in which the Project is located.~~ Venue for any cause of action under or arising out of this Contract shall be in Bastrop County, Texas.

18.08 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SPECIAL CONDITIONS

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SPECIAL CONDITIONS

1. CONTRACT GOVERNANCE

In case of conflicts, the order of governance for this contract shall be the Agreement, Bond Documents, General Contract Conditions, these Special Conditions, and Technical Specifications.

2. DESCRIPTION OF WORK

The project will consist of the City of Bastrop Newton & Jasper Drainage Project (FEMA-DR-4269-010). Improvements will include but not to be limited to:

- Storm Sewer
- Storm Inlets
- Street Re-Construction
- Channel Excavation
- Miscellaneous Utility Adjustments
- Erosion Control

The CONTRACTOR shall furnish all labor, materials, equipment, tools, services and supervision necessary to perform all the work shown on the Drawings and described in the Specifications and shall deliver the work complete in all respects and in full accordance with the Contract Documents. All incidental services and materials which may be reasonably inferred as necessary to accomplish the intended end result shall be provided by the CONTRACTOR whether or not specifically shown on the Drawings or itemized in the Specifications. The OWNER may require the CONTRACTOR to dismiss from the Project such employees as the OWNER or the ENGINEER shall deem incompetent, careless or insubordinate.

CONTRACTOR shall be responsible for all work executed by him under this Contract, including proper fitting of the work and coordination of the operation of all trades, subcontractors, and material suppliers.

3. ACCIDENT PREVENTION

No workers employed in the performance of the Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to the health or safety as determined under construction safety and health standard promulgated by the Secretary of Labor. The CONTRACTOR shall exercise proper precaution at all times for the protection of workers and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a results of his performances of the Contract.

The CONTRACTOR shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The CONTRACTOR shall promptly furnish the OWNER with reports concerning these matters.

The CONTRACTOR shall indemnify and hold harmless the OWNER from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this Contract.

The CONTRACTOR shall at all times conduct his work in such a manner as to insure the least possible inconvenience to vehicular & pedestrian traffic, and additionally to all landowners. At the close of the work each day, all streets & driveways where possible in the opinion of the OWNER, shall be opened to the public & landowners in order the give the persons their needed access. Barricades, warning signs, and necessary lighting shall be provided to the satisfaction of the OWNER and ENGINEER at the expense of the CONTRACTOR.

The CONTRACTOR shall be required to have an OSHA-approved Fall & Trench Protection Programs and all other required current OSHA-approved programs.

4. SUPERVISION BY CONTRACTOR

Except where the CONTRACTOR is an individual and gives his personal supervision to the work, the CONTRACTOR shall provide a competent superintendent, satisfactory to the OWNER and ENGINEER, on the job site at all times during working hours with full authority to act for the CONTRACTOR. The CONTRACTOR shall also provide adequate staff and equipment for the proper coordination and expediting of this work. The CONTRACTOR shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

5. CARE OF WORK

The CONTRACTOR shall be responsible for all damages to person(s) or property(ies) that occur as a result of his fault or negligence in connection with the execution of the work and shall be responsible for the proper care & protection of all materials delivered and work performed until completion & final acceptance.

The CONTRACTOR shall provide competent personnel to oversee job site(s), both day and night, including weekends & holidays, from the time the work starts until final acceptance.

For emergencies that affect the safety of life(lives), limb(s) or property(ies), including adjoining property(ies), the CONTRACTOR, without instruction or authorization from the OWNER or ENGINEER is authorized to act at his discretion to prevent such threatened loss or injury, and they shall so act. He shall likewise act if instructed to do so by the OWNER during said emergencies.

The CONTRACTOR shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities, properties and all associated appurtenances, and he shall at his sole expense completely repair any damage to a condition as good or better than before damage occurred or to replace any items damaged by his operations.

The CONTRACTOR shall shore up, brace, underpin, secure, and protect as maybe necessary, all existing structures & entities adjacent to, adjoining, and in the vicinity of the site(s), which may in any way be affected by the operations connected with the Project included in this Contract. The CONTRACTOR shall be responsible for giving of any & all required notices to any adjoining or adjacent property owners or other parties before the commencement of any work. The CONTRACTOR shall indemnify and save harmless the OWNER and ENGINEER from any damages on account of settlements or the loss of lateral support of adjoining property(ies) and from all loss or expense and all damages for which the OWNER and ENGINEER may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

6. TIME OF COMPLETION

Construction time is to start ten (10) days after receipt of a written "Notice to Proceed". All items of work contemplated in these Specifications and the accompanying drawings are to be substantially complete within one hundred twenty (120) calendar days. After the notification of substantial completion and final inspection, CONTRACTOR shall have thirty (30) days to remedy any incomplete or defective work. Failure to complete all items stated above within the required timeframe will result in a penalty for liquidated damages in an amount of $210 per calendar day.

7. LIQUIDATED DAMAGES FOR DELAY

The CONTRACTOR agrees that a delay in substantial completion of the project beyond the total number of days anticipated for substantial completion plus such extensions to the allotted time as may be provided for in the General Conditions shall cause a damage to the OWNER and that the OWNER may withhold, permanently, from the CONTRACTOR'S total compensation, which is dependent upon the Contract Price, the following sum in the Table below:

FOR AMOUNT OF CONTRACT		AMOUNT LIQUIDATED DAMAGES PER CALENDAR DAY
from more than	to and including	
0	25,000	63
25,000	50,000	105
50,000	100,000	154
100,000	500,000	210
500,000	1,000,000	315
1,000,000	2,000,000	420
2,000,000	5,000,000	630
5,000,000	10,000,000	840
10,000,000	20,000,000	1,050
15,000,000	over 20,000,000	1,260
20,000,000	20,000,000	1,500

The CONTRACTOR shall not be charged with liquidated damages for any delays in the completion of the work due to:

- *Any acts of any branch of Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;*
- *Causes not reasonably foreseeable by the parties to this Contract at the time of Contract execution, including, but not limited to, acts of God or the public enemy, acts of another Contractor in the performance of some other contract with the OWNER, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions;*
- *Provided, however, that the CONTRACTOR promptly notifies the OWNER within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the OWNER shall ascertain the facts and the cause & extent of delay. If, upon the basis of the facts and the contract terms, the delay is properly excusable, the OWNER shall extend the time for work completion for a time period commensurate with the period of excusable delay.*

8. ADDENDA

Bidders desiring further information or interpretation of the plans or specifications must make such request for such information to the ENGINEER, at least forty-eight (48) hours before the bid opening. Answers to all such requests will be given in writing to all bidders, in addendum form, and all addenda will be bound with, and made a part of, the Contract Documents. No other explanation or interpretation will be considered official or binding. Should a bidder find discrepancies in, or omissions from, the plans, specifications, or other Contract Documents, or should he be in doubt as to their meaning, he should at once notify the ENGINEER in order that a written addendum may be sent to all bidders. Any addenda issued at least twenty-four (24) hours prior to the opening of bids will be e-mailed, faxed or otherwise delivered to each CONTRACTOR contemplating the submission of a proposal on this work. The proposal as submitted by the CONTRACTOR will be so constructed as to include any addenda, if such are issued by the ENGINEER at least twenty-four (24) hours of the opening of bids.

9. WARRANTY PERIOD

The successful bidder shall provide the City of Bastrop with a guarantee against defective materials and workmanship for a period of two (2) years from the date of issuance of certificate of construction completion. Neither final acceptance nor final payment or any provision in the contract documents will relieve CONTRACTOR of above guarantee. Failure to repair or replace defect upon notice entitles OWNER to repair or replace same and recover reasonable cost thereof from the CONTRACTOR and/or his surety.

10. PERMITS AND RIGHT-OF-WAY

The OWNER will provide right-of-way for the purpose of construction without cost to the CONTRACTOR by securing permits in areas of public dedication or by obtaining easements across privately owned property. It shall be the responsibility of the CONTRACTOR prior to the initiation of construction on easements through private property, or upon areas of public dedication, to familiarize himself with the requirements of the pertinent easement or permit and to abide by all the stated terms of such easements or permits. The CONTRACTOR shall give notice of intent to begin construction on privately owned property or permitted areas as required by the relevant easement or permit but in no case less than forty-eight (48) hours before commencing work.

11. PROPERTY LINES AND MONUMENTS

The CONTRACTOR shall protect all property corner markers, and when any markers or monuments are in danger of being disturbed, they shall be properly referenced and if disturbed shall be reset at the expense of the CONTRACTOR.

12. REFERENCE SPECIFICATIONS

Where reference is made in these specifications to specifications compiled by other agencies, organizations or departments, such reference is made for expediency and standardization from the material supplier's point of view, and such specifications referred to are hereby made a part of these specifications.

Whenever reference is made to the furnishing of materials or testing thereof to conform to the standards of any technical society, organization, or body, it shall be construed to mean the latest standard, code, specification or tentative specification adopted and published at the time of advertisement for bids, even though reference has been made to an earlier standard, and such standards are made a part hereof to the extent which is indicated or intended.

STANDARD ABBREVIATIONS

ASTM.	American Society for Testing Materials.
AASHO.	American Association of State Highway Officials.
ASA.	American Standards Association.
API.	American Petroleum Institute.
AWS.	American Welding Society.
NEMA.	National Electrical Manufacturers Association.
EEI.	Edison Electrical Institute.
IES.	Illuminating Engineering Society.
UL.	Underwriters Laboratory, Inc.
AAN.	American Association of Nurserymen.
AWG.	American Wire Gauge.
BPR.	The United States Bureau of Public Roads.
IMSA.	International Municipal Signal Association.
ITE.	Institute of Traffic Engineers.
NBFU.	National Board of Fire Underwriters.
NEC.	National Electrical Code (Published by NBFU).
AWWA.	American Water Works Association.
AISC.	American Institute of Steel Construction.
ASCE.	American Society of Civil Engineers.
SSPC.	Steel Structures Painting Council.

13. SHOP DRAWINGS

The CONTRACTOR shall supply to the ENGINEER copies of shop and erection drawings, schedules and data sheets covering items of construction and equipment listed below:

(a) Structural and miscellaneous steel, and fabricated piping.

(b) Paint.

(c) Reinforcing steel.

(d) Electrical equipment, including instruments, controls and complete wiring diagrams.

(e) Any item that may deviate from stated design.

(f) Special items, as directed.

Submittals called for in the Contract Documents shall be submitted promptly after contract award and acceptance of the CONTRACTOR'S bonds.

CONTRACTOR will check and approve shop drawings for compliance with requirements of Contract and will so certify by stamp on each drawing prior to submittal to ENGINEER. Any drawings submitted without CONTRACTOR'S stamp of approval will not be considered and will be returned to him for proper submission.

ENGINEER will promptly pass upon drawings submitted, noting necessary corrections or revisions. If ENGINEER rejects drawings, the CONTRACTOR shall resubmit corrected drawings until drawings are acceptable to ENGINEER as being in conformance with design concept of project and in compliance with information given in the Contract Documents. Acceptance of drawings by ENGINEER does not relieve CONTRACTOR of any requirements of terms in Contract. Two (2) copies of approved submittals will be returned to CONTRACTOR.

No such materials or equipment shall be manufactured or delivered to the site, except at the CONTRACTOR'S own risk, until the required samples or certificates have been approved in writing by the ENGINEER. Any delay in the work caused by late, erroneous, or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.

Approval of any materials or equipment shall be general only and shall not constitute a waiver of the OWNER'S right to demand full compliance with the Contract Documents. After actual deliveries, the ENGINEER may employ check test made as they deem necessary in each instance and may reject materials, equipment & accessories for cause, even though such materials and articles have been given general approval. If materials, equipment & accessories which fail to meet the check test have been incorporated in the work, the ENGINEER will have the right to cause their removal & replacement by proper materials or to demand & secure such reparation by the CONTRACTOR as is equitable.

The costs for sampling & testing will be as follows:

- *The CONTRACTOR shall furnish without cost, including packing & delivery charges, all samples required for testing purposes, except those samples taken on the project by the ENGINEER;*
- *The CONTRACTOR shall assume all costs of re-testing materials and re-inspection of workmanship which fail to meet contract requirements;*
- *The CONTRACTOR shall assume all costs of testing materials offered in substitution for those found deficient;*
- *The OWNER will pay all other expenses.*

14. MATERIALS AND EQUIPMENT

Incorporate into work only new materials unless otherwise designated and the best grade of the respective kinds for the purpose. All equipment shall be in working condition and shall be operated by competent personnel. All materials and equipment shall be stored in such a manner so as to protect them from damage.

No materials, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest is retained by the seller or supplier. The CONTRACTOR shall warrant good title to all materials, supplies & equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed by him to the OWNER free from any claims, liens, or charges. Neither the CONTRACTOR nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any law permitting such persons to look to funds due the CONTRACTOR in the hands of the OWNER. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

15. SUBSTITUTION OF MATERIALS

Where a product is specified, followed by the phrase "or equal", the product mentioned is intended to set standards of quality, function and appearance. If the CONTRACTOR desires to substitute a material or method as an equal to a specified item, he shall within ten days after award of contract, request permission from the ENGINEER, in writing, and shall submit such literature, samples, etc., as may be necessary to establish the equal quality of his proposal. If the ENGINEER deems it necessary in order to establish the equality between two or more products, he may require laboratory testing at the CONTRACTOR'S expense in order to obtain

information upon which to base a decision. After consideration of the material submitted, the ENGINEER will advise the CONTRACTOR in writing of his acceptance or rejection. No substitutions will be permitted without ENGINEER'S prior written approval. Machinery, mechanical or other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

16. MATERIALS TESTING

Density, moisture content, and concrete testing may be required on this Project. The CONTRACTOR shall be responsible for supplying materials required for testing and the City shall be responsible for all costs associated with testing. Any re-tests due to failure to meet contract requirements shall be the sole responsibility of the CONTRACTOR.

17. WATER FOR CONSTRUCTION

Water used for the mixing of concrete, jetting or flooding trenches, or testing, or any other purposes incidental to this project, will be furnished by the OWNER to the CONTRACTOR. If water is obtained from the OWNER'S water supply, the CONTRACTOR shall make the necessary arrangements for securing and transporting such water and shall take such water in a manner and at such times that will not produce a harmful drain or decrease pressure in the owner's water system. There will be no charge to CONTRACTOR for water used in the construction of this Project that is obtained from the OWNER; however, CONTRACTOR shall make communication with the OWNER about where, when and how to connect to the OWNER'S water system. CONTRACTOR will also be required to provide the OWNER with an accounting of water used for their record keeping purposes.

18. LINES AND GRADES

All construction staking and layout shall be the responsibility of the CONTRACTOR. CONTRACTOR shall verify all figures and elevations before proceeding with the work and will be responsible for any error resulting from his failure to do so.

19. LOCATION OF AND DAMAGE TO EXISTING UTILITIES

The CONTRACTOR shall notify Texas One Call and all private and public utilities at least 48 hours prior to performing any work in the vicinity of said utilities. Such 48-hour notice shall not include Saturdays, Sundays and Holidays.
The CONTRACTOR shall be solely responsible for all utilities, structures, and appurtenances in regard to protection and replacement or repair of same. The cost of protecting, replacing, or repairing the utilities, structures, and appurtenances covered by this paragraph shall be borne solely by the CONTRACTOR and shall be included in the prices bid for the various affected items in the Contract.

20. SITE MAINTENANCE AND CLEANUP

Maintain the project sites and public rights-of-way during construction neat and free of trash, rubbish or other debris. In cleanup operations, remove from site temporary structures, rubbish and waste materials, and leave site in a neat and presentable condition throughout. CONTRACTOR shall legally dispose of excavated material beyond that which is needed to bring site to required final elevations. Upon completion of the work, the CONTRACTOR shall removal all temporary construction facilities, debris, and unused materials provide for the work, and put the whole site of the work and public rights of way in a neat and clean condition, the same or better than prior to construction.

CONTRACTOR shall provide written manifests to the OWNER regarding proper disposal of said materials.

21. MEASUREMENT AND PAYMENT

Estimated quantities shown in the Contract Documents are provided solely for the purpose of allowing a uniform comparison of submitted bids. Payment will be made on either the basis of actual measured quantities or a lump sum as may be relevant to the particular item. For those items for which payment is based on actual measured quantities, the CONTRACTOR shall verify all measurements at the site and shall be responsible for the correctness of same. Unit prices shall then be used to calculate payment. Methods of measurement shall be given in the Technical Specifications for each measured item.

For those items for which payment is based on "lump sum", the amount of the bid shall be the full compensation for the performance of the particular item of work. It shall be the CONTRACTOR'S full responsibility to satisfy himself of the requirements of the Contract Documents, in regard to the item of work for which a lump sum bid is requested, prior to submitting his bid. No allowances will be made to the CONTRACTOR, by reason of any error on his part due to his neglect to comply with the requirements of this clause.

Changes made in the design, and/or requirements of the contract documents, in regard to an item of work which a lump sum bid is requested after bids have been submitted, shall be paid for in accordance with Article 11 of the General Conditions of the Agreement.

22. PAYMENTS TO CONTRACTOR

The CONTRACTOR shall prepare five (5) copies of pay requests on or about the 28th of the month and submit to the ENGINEER for approval. ELECTRONIC SUBMITTALS WITH COLORED SIGNATURES ARE AN ACCEPTABLE ALTERNATIVE. The amount of payment to the CONTRACTOR shall be determined

by the sum of the total value of work completed to date, value of materials purchased & properly stored on the project site(s), and deducting the applicable retainage & amount of previous payments. The total value of work completed to date shall be based upon the actual quantities of work completed and on unit prices contained in the Contract.

Monthly or partial payments made by the OWNER to the CONTRACTOR are moneys advanced for the purpose of assisting the CONTRACTOR to expedite the work of construction. The CONTRACTOR shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the OWNER. Such payments shall not constitute a waiver of the right of the OWNER to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in the Contract complete and satisfactory to the OWNER in all details.

Each payment to the CONTRACTOR shall be made subject to the submission by the CONTRACTOR of all written certifications required of him and his subcontractors.

The OWNER may withhold any payment, including final payment, due the CONTRACTOR, whatever is deemed necessary to protect the OWNER, and if it so elects, may also withhold any amounts due from the CONTRACTOR to any subcontractors or material suppliers, for work performed or material furnished by them. The foregoing provision shall be construed solely for the benefit of the OWNER and will not require the OWNER to determine or adjust any claims or disputes between the CONTRACTOR and his subcontractors or material providers, or to withhold any moneys for the protection unless the OWNER elects to do so. The failure or refusal of the OWNER to withhold any monies from the CONTRACTOR shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

23. PAYMENT FOR MATERIALS ON SITE

CONTRACTOR shall present to the OWNER with his monthly estimate of production and request for payment a list of all material delivered to the project site, but not installed, with the total invoice cost of that material and the OWNER shall pay to the CONTRACTOR the invoice cost of such material as has been verified by the ENGINEER to be "on site", less retainage. "On site" shall mean on or immediately adjacent to the work area or point of material installation, or a central storage yard or office area that has been set up for the project in the immediate project area. This does not include material in transit to the job site, material stored in yards or areas located in other towns, or materials stored in a manufacturer's warehouse, even though CONTRACTOR may have been invoiced for such material. CONTRACTOR shall be required to provide ENGINEER with copies of all invoices for materials they are requesting to be paid for.

24. STATE SALES TAX

City of Bastrop does qualify as an exempt organization under the Limited Sales Excise Tax Rules and Regulations of the State of Texas. Since the OWNER and the CONTRACTOR shall be exempt from the state sales tax, the state sales tax shall not be included in the Bid. Prior to the execution of the Contract, the CONTRACTOR shall obtain a Limited Sales Tax Permit and shall show evidence of this permit when signing the Contract. The CONTRACTOR shall then issue Resale Certificates in lieu of payment of the sales tax, on material purchased for incorporation into the project. These instructions are in strict compliance with the State Sales Tax Act, Section I, Chapter 20, Title 112A, Taxation General, Revised Civil Statues of Texas, 1925, and the Comptroller's Rulings interpreting said Act. The CONTRACTOR is assumed to be fully aware of the sales tax regulations and agrees to cooperate fully with the OWNER in claiming its lawful exemption from the state sales tax.

25. RETAINAGE

The OWNER will retain from the CONTRACTOR'S monthly estimate the request for payment an amount equal to 10% of the invoiced amount. This 10% shall be retained by the OWNER until final acceptance of the total project and then paid to the CONTRACTOR.

26. FINAL PAYMENT

After final inspection and acceptance by the OWNER of all work under the Contract, the CONTRACTOR shall prepare the final payment which shall be based upon the careful inspection of each work item at the applicable unit prices stipulated in the Contract. The total amount of the final payment due to the CONTRACTOR under this Contract shall be the amount computed as described above in the Payments to Contractor less all previous payments.

The OWNER shall require the CONTRACTOR to furnish notarized releases or receipts from all subcontractors having performed any work and material providers which have provided materials, equipment and services to the CONTRACTOR. Final payment will not be made until the CONTRACTOR has provided the OWNER with a copy of record drawings, Notarized Affidavit of All Bills Paid & Release of Lien, and the Certificate of Construction Completion has been executed by all applicable parties.

Any Liquidated Damages and Claims due to the OWNER shall be deducted from the final payment due the CONTRACTOR.

27. COMPENSATION, PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

Each and every CONTRACTOR performing work at the site of the project shall not commence work until he has obtained all the insurance required under this paragraph

Each and every CONTRACTOR performing work at the site of the project shall not commence work until he has obtained all the insurance required under this paragraph nor shall the CONTRACTOR allow any subcontractor to commence work until he has obtained all similar insurance required of the subcontractor. Each and every CONTRACTOR and subcontractor shall take out and maintain during the course of this project adequate Workmen's Compensation Insurance as shall protect him from any subcontractor's personal injury, including wrongful death, as well as from claims for property damages which may arise from operations under this contract, or in any way connected therewith. The minimum amounts of such insurance shall be as follows:

Workmen's Compensation and Employer's Liability:	Comply in amount with all applicable State of Texas Statutes, but in compliance with amounts listed on Sample Insurance Certificate.
General Liability:	$1,000,000 for injuries to 1 person. $1,000,000 for each occurrence. $2,000,000 for general aggregate.
Property Damage:	$1,000,000.
Automobile Property Damage:	$1,000,000.
Automobile Public Liability:	$1,000,000 for combined single limit.
Umbrella Liability: Excess Liability:	$2,000,000 for each occurrence. $2,000,000 for aggregate.
Property Insurance:	For this project shall be full value of contract.

NOTE: General aggregate limit applies per project, not per policy. Automobile insurance shall cover all automobiles and trucks owned by the CONTRACTOR. See attached sample for required information.

For the terms covered under this contract, the City of Bastrop and BEFCO Engineering Inc. shall be named as additional insured with respect to general liability. City of Bastrop shall be listed as the Certificate Holder.

The CONTRACTOR shall furnish the OWNER with certificates showing the type, amount, class of operations covered, effective date and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after thirty (30) days written notice has been received by the Locality."

28. TRENCH SAFETY REQUIREMENTS

CONTRACTOR shall perform all trench excavation in compliance with OSHA regulations 29 CFR 1926 Subpart P - Excavation, Trenching, and Shoring. In accordance with HG 1569, a separate pay item for trench safety has been included in the Bid Proposal for all force main as well as gravity main or other construction trench excavations. All other applicable requirements of H.B. 1569 shall also be adhered to.

29. TRAFFIC CONTROL

It will be the CONTRACTOR'S responsibility to adequately provide for the safety of the public during the course of the construction of the project. Flagmen, if required, will be provided at the CONTRACTOR'S cost. No separate compensation will be paid to the CONTRACTOR for traffic control.

30. PROJECT MEETINGS

Prior to starting work, the CONTRACTOR shall attend a pre-construction conference to review schedules, to establish procedures for processing applications for payment, and to establish a working understanding between OWNER, ENGINEER and CONTRACTOR. Representatives of all parties shall be in attendance. Other meetings will be scheduled during construction as the need dictates.

31. STORMWATER POLLUTION AND PREVENTION PLAN (SWPPP)

Stormwater pollution prevention plan (SWPPP) will not be required as disturbance will be less than 1 acre.

32. SUBCONTRACTS

The CONTRACTOR shall be responsible for a majority of the work and shall not subcontract more than 50% of the work without written approval of the OWNER. The 50% shall exclude specialty work such as boring, hot taps, and pavement repair. The CONTRACTOR shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in the contract until that subcontractor has been approved by the OWNER and ENGINEER. The CONTRACTOR shall be fully responsible for all acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them. The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the work and required compliance by each subcontractor with the applicable provisions of the contract. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the OWNER.

33. CHANGES IN THE WORK

The OWNER may make changes in the work scope required to be performed by the CONTRACTOR under the Contract without relieving or releasing the CONTRACTOR from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of any bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Additionally, all such change orders must be approved by the OWNER, ENGINEER, CONTRACTOR and FUNDING AGENCY (if applicable). A request for a change order shall include a detailed description of the work change, written pricing from CONTRACTOR for additional bid items not included in the original Contract Documents, changes in contract completion times or dates, statement regarding justification for change, statement that all work in the change shall be performed in accordance with the Contract Documents, and written acknowledgement by all parties.

Except for the purpose of affording protection against any emergency endangering health, lift, limb or property, the CONTRACTOR shall make no changes in the materials used or in the specified construction manner and/or installing the improvements or supply additional labor, service, or materials beyond that actually required for contract execution, unless in pursuance of a written order from the OWNER authorizing the CONTRACTOR to proceed with the change. No claim for Contract Price adjustment will be valid unless so ordered.

For applicable unit prices in the Contract Documents, the OWNER may order the CONTRACTOR to proceed with desired unit prices specified, provided that in the case of a unit price contract the net value of all changes does not increase or decrease the total amount of the Contract by twenty-five percent (25%).

34. ASSIGNMENT OR NOVATION

The CONTRACTOR shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or Contract responsibilities without the written consent of the OWNER; provided, however, that assignments to banks or other financial institutions may be made without OWNER consent. No assignment or novation expressly of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the CONTRACTOR'S rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and material, tools and equipment supplied for the work performance under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supply such materials, tools, or equipment.

35. REQUESTS FOR SUPPLEMENTARY INFORMATION

It is the CONTRACTOR'S responsibility to make timely requests to the OWNER for any additional information not already in his possession which should be furnished by the OWNER under the Contract terms, and which he will require in the planning & work execution. Such requests may be submitted from time to time as the need dictates, but each shall be submitted in writing in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the CONTRACTOR. The first list shall be submitted within two (2) weeks after Contract award and shall be as complete as possible at that time. The CONTRACTOR shall, if requested, furnish promptly any assistance and information the ENGINEER or OWNER may require in responding to these requires of the CONTRACTOR. The CONTRACTOR shall be fully responsible for any work delays or to other arising from his failure to fully comply with the provisions of this section.

36. PERMITS AND CODES

The CONTRACTOR shall give all notices required by and comply with all current applicable laws, ordinances, and codes of the applicable Local, State & Federal Governments. Before installing any work, the CONTRACTOR shall examine the drawings and technical specifications for compliance with these applicable ordinances & codes and shall immediately report any discrepancy to the OWNER. The CONTRACTOR shall at his own expense, secure & pay for all required permits required or any of associated agencies. If the local regulatory body or agency agrees to waive any fees, CONTRACTOR shall be responsible for obtaining written documentation of this waiver and shall still be responsible for implementing all associated work with the Contract Documents in accordance with the applicable laws, ordinances & codes.

The CONTRACTOR shall comply with all current applicable laws, ordinances & codes governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Contract Improvements. CONTRACTOR shall provide written manifests to the OWNER regarding proper disposal of said materials.

The CONTRACTOR shall make arrangements for and pay the water, electrical power, sewer, or other utilities required during construction unless they have received written documentation that the OWNER or applicable utility provider has waived such fees.

37. DUST CONTROL

During project construction, the CONTRACTOR shall use every means possible to control the amount of dust created by construction. Prior to the close of each day's

work, the CONTRACTOR, if directed by the OWNER, shall moisten the bank and surrounding areas to prevent a dusty condition.

38. SANITARY FACILITIES

The CONTRACTOR shall furnish, install & maintain ample sanitary facilities for the workmen. Based upon the number of workers, a sufficient number of enclosed temporary toilets shall be conveniently placed as required. Drinking water shall be provided from an approved regulated source, so piped or transported as to keep it safe & fresh and serviced from single service containers, satisfactory types of sanitary drinking stands, or fountains. All such facilities and services shall be furnished in strict accordance with current existing & governing health regulations.

39. USE OF PREMISES

The CONTRACTOR shall confine his construction equipment, materials, and operations to the contract limits as shown on the drawings and as prescribed by the pertaining ordinances or permits, or as may be desired by the OWNER, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.

40. INSPECTION

All materials and workmanship shall be subject to inspection, examination and/or testing by the OWNER and ENGINEER at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs. The OWNER shall have the right to reject defective material & workmanship or require its correction. All unacceptable workmanship shall be satisfactorily corrected. Rejected materials shall be promptly removed for the project area(s) and replaced with materials of specified quality without charge. If the CONTRACTOR fails to proceed at once with the correction of rejected workmanship or defective materials, the OWNER may contract or otherwise have the defects remedied or rejected materials removed from the project area(s) and charge the cost of the same against any monies which may be due the CONTRACTOR, without prejudice to any other rights or remedies of the OWNER.

The CONTRACTOR shall promptly furnish all materials reasonably necessary for any tests which may be required. All OWNER testing shall be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the technical specifications.

The CONTRACTOR shall notify the OWNER and ENGINEER sufficiently in advance of back filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the OWNER, the CONTRACTOR shall uncover said work for inspection and recover such facilities at his own expense, when

so requested by the OWNER. Should it be considered necessary by the OWNER at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the CONTRACTOR shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to the fault of the CONTRACTOR or his subcontractors, the CONTRACTOR shall defray all the expenses of such examination and satisfactory reconstruction. If, however, the work is found to meet the Contract specifications, the actual cost of labor and material involved in the examination and replacement, shall be allowed the CONTRACTOR and he shall, in addition, if work completion of the entire Contract has been delayed thereby, be granted a suitable time extension on account of the additional work involved.

Neither inspection, testing, approval, nor acceptance of the work in whole or in part, by the OWNER or its agents shall relieve the CONTRACTOR or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract Documents.

When the Contract improvements are substantially completed, the CONTRACTOR shall notify the OWNER in writing that the work will be ready for final inspection on a definitive date which shall be stated in the notice. The OWNER will make the arrangements necessary to have the final inspection commence on the date stated in the notice, or as soon thereafter as is practicable. Final approval for the Project shall be completed until acceptance by the OWNER, ENGINEER, CONTRACTOR, and FUNDING AGENCY (if applicable). Final approval will not be given until the CONTRACTOR has provided the OWNER with a Notarized Affidavit of All Bills Paid/Release of Lien and the Certificate of Construction Completion signed by the OWNER, ENGINEER, CONTRACTOR, and FUNDING AGENCY (if applicable).

41. REVIEW BY OWNER

The OWNER and its authorized representation and agents shall 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 & records pertaining to this Contract. However, all instructions and approval with respect to the work will be given to the CONTRACTOR only by the OWNER through its authorized representatives or agents.

42. DEDUCTION FOR UNCORRECTED WORK

If the OWNER deems it not expedient to require the CONTRACTOR to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the CONTRACTOR and the OWNER and subject to settlement.

43. COMPLIANCE WITH AIR AND WATER ACTS

In compliance with the Clean Air Act, as amended, 41 USC Sec. 7401 et. Eq., and the regulations of the EPA with respect thereto, the CONTRACTOR agrees that:

Any facility to the utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20. He will comply with all requirements of Section 114 of the Clean Air Act, as amended. Materials utilized in the Project shall be free of any hazardous materials, except as may be specifically provided for in the specifications.

If the CONTRACTOR encounters existing material on sites owned or controlled by the OWNER or in material sources that are suspected by visual observation or smell to contain hazardous materials, the CONTRACTOR shall immediately notify the ENGINEER and OWNER. The OWNER will be responsible for testing for and removal or disposition of hazardous materials on sites owned or controlled by the OWNER. The OWNER may suspend the work, wholly or in part during the testing, removal or disposition of hazardous materials on sites owned or controlled by the OWNER.

The CONTRACTOR shall furnish all materials and equipment that is free of asbestos materials. In addition, the CONTRACTOR will submit with final pay request a notarized affidavit that **no** asbestos has been used on the site or project.

44. JOB OFFICES

The CONTRACTOR and his subcontractors may maintain such office and storage facilities on the site as are necessary for proper execution of the work. These shall be located so as to cause no interference to any work to be performed on the site. The OWNER shall be consulted with regard to locations. Upon Project completion or as such times directed by the OWNER, the CONTRACTORS shall remove all such temporary structures and facilities from the site, and leave the site of the work in the condition required by the Contract.

45. PARTIAL USE OF SITE IMPROVEMENTS

The OWNER may give notice to the CONTRACTOR and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with technical specifications and if in its opinion, each such section is reasonably safe, fit and convenient for the use & accommodation for which it was intended, provided:

- *The use of such sections of the improvements shall in no way impede project completion;*

- *The CONTRACTOR shall not be responsible for any damages or maintenance costs due directly to the use of such sections;*
- *The period of guarantee shall not begin to run until the date of final acceptance of all work which the CONTRACTOR is required to construct under this Contract.*

04/18

SAMPLE INSURANCE CERTIFICATE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): MM/DD/YYYY

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

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

PRODUCER	CONTACT NAME: Agent Name	
Agency Name 123 Sample Street Anywhere, TX 78700 Phone Number	PHONE (A/C, No, Ext): Agent Phone	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Sub-Contractor Address City, State, Zip	INSURER A : TBD	
	INSURER B : TBD	
	INSURER C : TBD	
	INSURER D : TBD	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC			TBD	TBD	TBD	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			TBD	TBD	TBD	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $10000			TBD	TBD	TBD	EACH OCCURRENCE AGGREGATE $	$2,000,000 $2,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TBD	TBD	TBD	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $100,000 $100,000 $500,000
D	Installation Fltr			TBD	TBD	TBD	Per Contract Limits	

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

As per policy provision, Certificate Holder and Owner are listed as additional insured in regard to the auto and general liability policies as provided by additional insured endorsement. A waiver of subrogation endorsement is provided to the Certificate Holder and Owner in regard to the auto, general liability and workers compensation policies as per policy provision. General liability, auto and workers compensation policies include(s) a 30 Days Notice of Cancellation endorsement providing 30 days advance notice if policy (See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
Sample Certificate for Sub-Contractor	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

is canceled by the company other than for nonpayment of premium, or direct cancellation by named insured as per policy provision.

TECHNICAL SPECIFICATIONS

Technical Specification No. 7

Concrete

GENERAL

All concrete to be used will be 4,000-psi strength in twenty-eight (28) days.

MATERIALS

Materials shall conform to the following specifications or standards:

A. **Cement:** ASTM C-150; Portland Cement, Type I, as indicated on the plans.

B. **Aggregates:** Coarse Aggregate - AASHTO M 80-70
Fine Aggregate - AASHTO M 6-65

1. **Coarse Aggregate:** Coarse aggregate shall consist of crushed stone, gravel, crushed gravel or a combination of these. Gravel and crushed gravel shall consist of clean, hard, durable particles, free from adherent coating, thin or elongated pieces, soft or disintegrated particles, dirt, organic or injurious matter. Crushed stone shall consist of the clean, dustless product resulting from crushing stone. There shall be no adherent coatings, clay, loam, organic or injurious matter.

Coarse aggregate shall have a wear of not more than forty-five (45) percent when tested according to AASHTO designation T-96 and when tested by standard laboratory methods shall meet the following grading requirements:

Sieve Designation	Percent Retained on Sieve
1 ¾" sieve	0%
1 ½" sieve	0% - 5%
¾" sieve	30% - 60%
⅜" sieve	70% - 90%
No. 4 sieve	95% - 100%

Nominal maximum size of coarse aggregate shall not be larger than:

- *1/5 the narrowest dimension between side of forms, nor*
- *1/3 the depth of slabs, not*
- *¾ the minimum clear spacing between individual reinforcing bars.*

2. **Fine Aggregate:** Fine aggregate shall consist of sand or mixture of sands with or without a mineral filler. The sand mixture or mixture of sands in fine aggregate shall consist of clean, hard, durable, uncoated grains and shall be free from injurious material and shall not contain more than 0.5 percent by weight of clay lumps.

   The fine aggregate, including mineral filler, if used shall meet the following grading requirements:

Sieve Designation	Percent Retained on Sieve
⅜" sieve	0%
No. 4 sieve	0% - 5%
No. 16 sieve	15% - 30%
No. 30 sieve	35% - 75%
No. 50 sieve	70% - 90%
No. 100 sieve	90% - 100%
No. 200 sieve	97% - 100%

C. **Water:** Questionable water shall be tested in accordance with AASHTO Method T-26.

D. **Admixtures:** Admixtures as recommended by manufacturer shall not be used without written permission of the ENGINEER.

E. **Steel Reinforcement:** All bars shall be new, Grade 60 billet-steel bars which conform the ASTM A-615, latest edition, except that all bars shall be surface deformed bars of intermediate grade steel, as manufactured by the open hearth process. Surface deformation of bars shall conform to ASTM A-305, latest edition.

Wire mesh reinforcement shall be welded steel wire fabric, conforming to ASTM A-185, latest edition. (See Section on Steel Reinforcement)

F. **Expansion Joint Material:** Expansion joint material shall be preformed expansion joint filler of the bituminous type that conforms to the requirements of ASTM D-994, latest edition. Dimensions shall be as shown on the drawings (if thickness is not indicated, furnish ½ inch material).

G. **Joint Sealing Compound:** Joint sealing compound shall be the hot-poured elastic type, which conforms to the requirements of ASTM D-1190, latest edition.

H. **Waterstops:** Waterstops shall be Greenstreak Dumbell Type 748 Waterstop, polyvinylchloride material sealtight Type No. 6 DS, as manufactured by W. R. Meadows, Inc., Type No. 6 wide flange (PVC), as manufactured by Dur-O-Wal; or Type CB 1/8, as manufactured by Williams Products, Inc., or approved equal.

STRENGTH

A. **Mix Design:** The concrete mix shall be a uniform and workable mix, designed with the intention of producing a compressive strength of 4,000 psi at twenty-eight (28) days and 3,000 psi seven (7) days unless noted on plans. The concrete mix shall contain not more than six (6)-U. S. gallons of water per sack of cement and shall have not less than five (5.0) sacks per cubic yard. Methods and equipment shall be approved by the ENGINEER.

B. **Tests:**

1. **Initial Mix Design:** Before any concrete is used on the project, the CONTRACTOR must prove by tests or other established methods, that the mixes he proposes to furnish will meet the strength and other requirements of the specifications. He shall also establish the relationship between the seven (7) and twenty-eight (28) day strengths of the concrete for the guidance of the CONTRACTOR and ENGINEER and control of the quality of the concrete during the construction period.

2. **Field Test Cylinders:** The CONTRACTOR shall prepare a minimum of four (4) cylinders for each one-hundred (100)

cubic yards of concrete or for each days pour in the main structures, if the quantity poured in a day is less than one-hundred (100) cubic yards. These cylinders shall be made and cured in accordance with ASTM C-31. The CONTRACTOR shall have each set of four (4) test cylinders tested for strength by a commercial testing laboratory; two (2) at the age of seven (7) days and two (2) at the age of twenty-eight (28) days. If any cylinder tests below the specified strength requirements, the ENGINEER shall have the right to require changes in proportions, require additional curing time, and take other measures outlined by the Joint Committee Report on Standard Specifications for Concrete and Reinforced Concrete entitled "Recommended Practice and Standard Specifications for Concrete and Reinforced Concrete". Tests to be paid for by CONTRACTOR. Any other requirements by OWNER/ENGINEER for failed cylinders shall be performed by CONTRACTOR for NO charge.

3. **Slump Test:** The CONTRACTOR shall perform slump tests on each batch of concrete delivered to the job site. Maximum permissible slump shall be as follows:

Types of Construction	Maximum
Reinforced foundation walls & footing	4"
Plain footings, caissons & substructure walls	3"
Slabs, beams, and reinforced walls	4"
Building columns	4"

4. **Contractor's Responsibility:** It shall be the responsibility of the CONTRACTOR to produce concrete of the strength, durability, workability and finish specified; furnish representative materials for specimens in quantities required by the Testing Laboratory; take samples of materials for testing; check proportions of mix and immediately notify the ENGINEER if the proportions appear improper in any respect. CONTRACTOR shall comply with testing laboratory findings and the ENGINEER'S decisions. CONTRACTOR shall pay for redesign of mix due to change in source of material.

FORMS

A. **General**: Forms shall conform to the shape, lines and dimensions of the members as indicated on the drawings, and shall be substantial and sufficiently tight to prevent leakage of mortar. They shall be properly braced or tied together so as to maintain position and shape. Forms shall be cleaned of dirt, chips, etc., and thoroughly wetted with water or coated with nonstaining mineral oil immediately before placing of concrete. Temporary openings shall be provided at the base of forms when necessary to facilitate cleaning and inspection of forms immediately before placing concrete. All exposed corners shall be chamfered ¾ inch, using strips dressed on all faces, except where radii are shown on exposed corners.

B. **Form Lumber**: Form lumber used for exposed surfaces shall be sound, well-seasoned lumber, dressed four (4) sides to a uniform thickness and width, free from warps, twists, loose knots, splits, or other defects. Undressed lumber may be used for unexposed surfaces. Moisture resistant form plywood (Not less than five (5) ply and at least 9/16" in thickness) may be used. Joints in forms shall be horizontal or vertical.

C. **Metal Forms**: Metal or other type forms shall be of an approved type that will produce surfaces equal to those produced by the specified wood forms.

D. **Ties**: Form ties for exposed work shall be threaded rod type, using a threaded rod at least 1½" shorter than the wall thickness, so as to provide a minimum break-back of ¾ inch from the wall face, leaving a small clean hole to be grouted. The use of wire ties without providing break-back will not be permitted where the concrete surface will be exposed to weathering, or at any point where discoloration will be objectionable.

E. **Form Removal**: The removal of supporting forms or shores shall not be started until the concrete members have acquired sufficient strength to support safely their weight and any construction live loads, and in any case, such forms shall not be removed for at least three (3) curing days. Forms for walls, side of beams, etc., may be removed after three (3) curing days. Removal of all forms shall be subject to the approval of the ENGINEER.

PLACING CONCRETE

Concrete shall be placed only upon a subgrade or surface approved by the ENGINEER and before placing concrete, all forms shall be cleaned of dirt and construction debris, and water drained. Concrete shall be handled from mixer to transport vehicle to place of final deposit in a continuous manner, as rapidly as practicable, and without segregation or loss of ingredient until the approved unit of operation is completed. Concrete that has attained its initial set or has contained its mixing water for more than forty-five (45) minutes shall not be placed in the work. Placing will not be permitted when, in the opinion of the ENGINEER, the sun, heat, wind, or limitations of facilities furnished by the CONTRACTOR prevent proper finishing and curing of the concrete. Forms or reinforcement shall not be splashed with concrete in advance of pouring. Concrete shall be placed in the forms in uniform layers as nearly as practicable in final position. Immediately after placing, concrete shall be compacted by thoroughly agitating in an approved manner. Special care shall be taken in placing and spading concrete against the forms and all the joints to prevent the forming of voids and honeycombs. Tapping or other external vibration of forms will not be permitted. Concrete shall not be placed on concrete sufficiently hard to cause formations of seams and planes of weakness within the section. Concrete shall not be allowed to drop freely more than five (5) feet in unexposed work; no more than three (3) feet in exposed work; where greater drops are required, a tremie or other approved means shall be employed. The discharge of the tremies shall be controlled so that the concrete may be effectively compacted into horizontal layers not more than twelve (12) inches thick, and the spacing of the tremies shall be such that cavities do not occur. Concrete to receive other construction shall be screeded to proper level to avoid excessive shimming or grouting.

COMPACTION

Concrete shall be placed in layers not more than twelve (12) inches deep. Special care shall be taken to thoroughly puddle the concrete in forms and to work it around the steel. The CONTRACTOR shall furnish and maintain mechanical vibrators (of approved type) that shall be used to compact and consolidate concrete in the forms. Vibrators shall not be used to transport concrete inside forms. Use of form vibrators will not be permitted. Internal vibrators shall maintain a speed of not less than 5,000 impulses per minute when submerged in the concrete.

At least one spare vibrator or sufficient parts for repairing vibrators shall be maintained at the site at all times. The vibrator shall not be inserted into lower courses that have begun to set.

FINISH

A. **Finish of Formed Surfaces:** All work that is defective shall be remedied upon the request of the OWNER, or its representative, whose instructions in such matters shall be strictly complied with. Any surfaces or tie-rod holes shall be patched with mortar of the same consistency as the mortar from which the concrete is made. For example, if a 1:3:6 concrete is used, the mortar shall be 1:3. Such mortar shall be well troweled and then floated to remove trowel marks. All such repairs shall be dense, well bonded and properly cured, and when made on surfaces that remain exposed, shall be finished to blend with surrounding concrete. After all forms are removed and all honeycomb and other defective places properly patched and repaired, all exposed surfaces shall be finished by removing protruding fins, or other such projections. Form marks and chamfered edges on all exposed surfaces shall be smoothed by grinding and surface rubbing.

B. **Slab Finish:** Floor slabs at structures and bottom slabs shall receive monolithic steel trowel finish unless otherwise specified. Slabs to receive trowel finish shall first be screeded and wood-floated to a true even plane with no coarse aggregate visible. Sufficient pressure shall be used on the wood floats to bring moisture to the surface. The concrete shall then be hand-troweled to produce smooth impervious surface free from trowel marks. Replaced concrete slabs and sidewalks shall be finished by tamping the concrete with special tools to force the coarse aggregate away from the surface, screeding and floating to bring the surface to the required finish level, steel-troweling to an even smooth surface, and brooming with a soft fiber-bristle brush in a direction transverse to that of the main traffic.

CURING

All concrete placed under this Specification shall be cured by protecting it against loss of moisture, rapid temperature change and from rain, flowing water and mechanical injury for a period of not less than seven (7) days from the beginning of the curing operation except as hereinafter noted:

- Formed surfaces shall be cured by leaving the forms on for not less than seventy-two (72) hours after placing concrete.

- Concrete pavements shall be moist cured for a period not less than seventy-two (72) hours after curing operation begins. Waterproofed

paper or membrane curing film shall be kept intact for five (5) days in lieu of seventy-two (72) hours wet curing.

The curing operations shall begin immediately after the finishing operations have been completed and the concrete has hardened sufficiently to prevent marring of surfaces. Curing by proper application of cotton mats or clean granular sand kept wet continuously or by proper application of waterproofed paper or membrane curing compound will be acceptable. The membrane-curing compound shall be any commercial curing compound that will provide no less than eighty-five (85) percent water retention when tested in accordance with ASTM C-156 and which will not permanently discolor the concrete.

The CONTRACTOR shall inform the ENGINEER fully of the methods and procedures proposed for curing the concrete prior to placing the concrete.

STEEL REINFORCEMENT

All steel reinforcement shall be open-hearth new billet steel of structural or intermediate grade (Grade 60) and conform to ASTM Designation A-615. Bars shall be deformed and shall have a nominal area and weight per foot as follows:

SIZE	NOMINAL AREA SQUARE INCH	WEIGHT PER FOOT POUND
# 2	0.05	0.167
# 3	0.11	0.376
# 4	0.20	0.668
# 5	0.31	1.043
# 6	0.44	1.502
# 7	0.60	2.044
# 8	0.79	2.670
# 9	1.00	3.400
#10	1.27	4.303
#11	1.56	5.313

Wire for fabric reinforcement shall be cold drawn from rods hot rolled from open hearth billets and shall conform to ASTM Designation A-82. Wire for fabric reinforcement shall be #4 gauge or have a nominal diameter of .2253 inch.

Steel reinforcement shall be stored above ground upon platforms or other supports and shall be protected as far as practicable from mechanical injury and rust. When placed in the work, it shall be free of dirt, scale, dust, paint, oil or other

foreign material. Reinforcement shall be bent cold to the shapes indicated on the plans with a minimum internal bend radius of six (6) bar diameters. Stirrups and ties shall be cold bent with a minimum internal bend radius of four (4) bar diameters. Bends shall be true to the shapes indicated and irregularities in bending shall be cause for rejection. Unless otherwise shown on the plans, bends for stirrups or ties shall be made around a pin having a diameter of not less than two (2) times the bar size. Hooks shall be a complete semicircular turn of diameter equal to six (6) times the bar diameter, plus an extension at least four (4) bar diameters at the free end of the bar. **Bending shall not be done in the field.**

Splicing of bars will not be permitted without the written approval of the ENGINEER. Where splicing is unavoidable, the number of splices shall be kept to a minimum and the length of splice shall not be less than thirty (30) bar diameters. (Use 4,000-psi concrete and steel as specified above or strength as noted on plans). When practicable, splices in adjacent bars shall be staggered. Welded splices are not allowed.

Steel reinforcing shall be placed in the position shown on the plans and held securely in place during the pouring of concrete. All slab reinforcement shall be supported with chairs or masonry briquettes at not more than six (6) feet on center. Vertical stirrups shall always pass around the main tension members and be securely attached thereto.

The following minimum concrete cover shall be provided for reinforcement for cast-in-place concrete construction:

Concrete cast against and permanently exposed to earth	*3 inches*
Concrete exposed to Earth or weather	
No. 6 thru No. 18 Bars	*2 inches*
No. 5 Bars and Smaller	*1.5 inches*
Concrete not exposed to weather or in contact with ground	
Slabs, Walls & Joists	
No. 14 & No. 18 Bars	*1.5 inches*
No. 11 Bars and Smaller	*0.75 inches*
Beams & Columns	
Primary Reinforcement, Ties, Stirrups & Spirals	*1.5 inches*

The minimum clear spacing between parallel bars in a layer shall be the diameter of the bar, but not less than one (1) inch.

The reinforcing steel in all concrete walls shall be spaced its proper distance from the face of the forms by means of approved galvanized metal spacers or approved pre-cast mortar or concrete block. Pre-cast mortar or concrete blocks shall be cast in individual molds, in the form of a frustum of a cone or pyramid, with a suitable tie wire to be used for anchoring the block to the steel. The pre-cast blocks shall be properly cured and aged before use in spacing the steel.

All reinforcing steel shall be securely wired together at all intersections. Before any concrete is poured, the steel shall be cleaned of all mortar and scale.

Where wire mesh is used, the mesh shall overlap each other sufficiently to maintain a uniform strength and shall be securely fastened at the ends and edges. The ENGINEER shall inspect all reinforcing and the placement before any concrete may be deposited in the forms.

FINAL CLEANUP

After all concrete work has been completed; the CONTRACTOR will remove all debris, trash, surplus material, forms, and equipment from the job site. All surplus excavated material shall be spread as directed by the ENGINEER.

When completed, the entire area shall be left in a smooth condition, suitable for mowing with standard mowing equipment.

03/17

SPECIAL SPECIFICATION
ITEM 10
HYDRAULIC SEEDING

The work of Hydraulic Seeding shall be governed by the provisions of Texas Department of Transportation Item 164 Seeding For Erosion Control, Item 166 Fertilizer and Item 168 Vegetative Watering) except as noted below.

From March 2 to September 14, seeding shall be with hulled Bermuda at a rate of 3 pounds per 1000 square feet. From September 15 to March 1, seeding shall be a combination of 1 pound per 1000 square feet of unhulled Bermuda and 7 pounds per 1000 square feet of Winter Rye. Seed shall have a purity of 95% with 85% germination.

Fertilizer shall be a pelleted or granular slow release with an analysis of 15-15-15 to be applied once at planting and once during the period of establishment at a rate of 1.5 pounds per 1000 square feet.

Mulch type shall be hay, straw or mulch applied at a rate of 45 pounds per 1000 square feet, with self-tackifier at a rate of 1.4 pounds per 1000 square feet.

The seeded area shall be irrigated or sprinkled in a manner that will not erode the soil, but will sufficiently soak the soil to a depth of six inches. The irrigation or sprinkling shall occur at a minimum ten-day interval during the first two months. Rainfall occurrences of 1/2 inch or more shall postpone the watering schedule for one week. The City of Bastrop will provide reuse water at WWTP site.

Restoration shall be acceptable when the grass has grown at least 1-1/2 inches high with 95% coverage, provided no bare spots larger than 15 square feet exist.

Measurement for Hydraulic Seeding will be by the square yard complete in place.

Payment for the work performed and materials furnished in accordance with this Item and measured as provide under "Measurement" will be paid for at the unit price for "Hydraulic Seeding". This price will be full compensation for furnishing all materials, including water for seed-fertilizer slurry and hydraulic mulching, tacking agents and for performing all operations necessary to complete the work.

Technical Specification No. 21

Water Supply Lines

DESCRIPTION OF WORK

The work to be performed under this Specification shall consist of furnishing all labor, equipment and materials needed in performing all operation in connection with the laying of water lines as shown in the Plans, and as specified herein.

PROTECTION OF EXISTING UTILITIES

It shall be the responsibility of the CONTRACTOR to verify the existence and location of all underground utilities along the route of the work. The omission from or the inclusion of utility locations on the Plans is not to be considered as the nonexistence of, or a definite location of existing underground utilities.

All excavation shall be unclassified and will not be measured or paid for as a separate bid item. The cost of excavation shall be included in the contract price for the related items of the Bid Proposal.

The CONTRACTOR will take the necessary precautions to protect existing utilities from damage due to his operations. Any damage to the utilities will be repaired at the CONTRACTOR'S expense.

EXCAVATION

A. **General:** Excavation shall include the removal of any trees, stumps, brush, debris or other obstacles that may obstruct the line of work, and the excavation and removal of all earth, rock or other materials to the extent necessary to install the pipe and appurtenances in conformance with the line and grades shown in Plans, or as specified.

B. **Maximum and Minimum Width of Trenches:** The sides of all trenches shall be cut as nearly vertical as possible. Unless otherwise specified on the Plans, the minimum width of trench in which the pipe may be installed shall not be less than eight inches plus the outside diameter of the pipe, and the maximum width shall not be more than twenty inches plus the outside diameter of the pipe, measured at an elevation in the trench which is twelve inches above the top of the pipe when it is laid to grade.

Whenever the prescribed maximum trench width is exceeded, except as such excess may be necessary for compliance with the Plans and Specifications, the pipe shall be cradled with Class 2000 concrete as directed by the ENGINEER, and at the expense of the CONTRACTOR.

C. **Dewatering Excavations:** The CONTRACTOR shall immediately remove all surface or seepage water from sewers, drains, ditches, and other sources which may accumulate during the excavation and the construction work, by providing the necessary underdrains or otherwise, and by doing the necessary pumping, bailing or draining. The CONTRACTOR shall have available at all times sufficient equipment in proper working order for doing the work herein required. All water removed from excavations shall be disposed of in an approved manner, so as not to create unsanitary conditions, nor to cause injury or damage to persons or property, or damage to the work in progress, nor to interfere unduly with the use of streets, private driveways or entrances. Pumping, bailing and draining, underdrains, ditches, etc., shall be considered as incidental work and will not be paid for as separate items, but their cost shall be included in such contract prices as are provided in the contract.

D. **Subgrade in Rock:** If the bottom of the excavation for the pipeline is found to be in rock or other hard material that cannot be excavated to a true subgrade and shaped to provide uniform bearing for the pipe barrel, the rock or other material shall be removed to a depth not less than three inches below subgrade and the bottom of the trench brought to true subgrade elevations by filling with pea gravel or suitable rock cuttings and shavings from the excavation and compacting by means of tamping until a firm and uniformly unyielding foundation is obtained, as specified by the ENGINEER.

E. **Disposal of Excavated:** Suitable excavated materials shall be piled adjacent to the work to be used for backfilling. Excavated materials unsuitable for the backfilling, or in excess of that required for backfilling, shall be disposed of by the CONTRACTOR at locations designated on the Plans or approved by the ENGINEER. Desirable top soil, sod, etc., shall be carefully piled separately in its original position when required. Excavated materials shall be handled at all times in such a manner as to cause a minimum inconvenience to public travel and to permit safe and convenient access to private and public property adjacent to or along the line of the work. In parkways and easements where it is necessary to deposit excavated materials on lawns during the work, burlap or similar materials shall be placed on the lawn to prevent contact between excavated materials and the lawn.

F. **Private Road Crossings:** Where the pipeline crosses private or farm roads, the CONTRACTOR shall so conduct his work as to cause the least inconvenience to the property owner involved, and, upon completion of backfilling, shall restore the road to a condition as good as, or better than, that in which it was originally, as determined by the ENGINEER.

G. **Street, Roadway and Railroad Crossing Excavation:** Where the pipeline crosses a street, roadway, driveway, highway or railroad the method of excavation shall meet the requirements set forth herein and as shown on the Plans.

1. **Open Cut** - Where open cuts are allowed through roadways the side of the trench shall be kept as nearly vertical as possible and, where necessary, shall be sheeted and braced to prevent caving. The trenches shall be backfilled as shown on the Plans and compacted to 95 replacement will be of the same type and quality as the original surface as shown on the Plans or as specified below.

   Paved roadways will not be open cut, unless specifically noted on the Plans. In all cases when open cuts are allowed through pavements, the methods of construction must meet the requirements of the appropriate agency in all respects, including deviation from these requirements and Plans.

2. **Boring, Jacking or Drilling** - Where indicated on the Plans and/or as directed, the pipe will be pushed or jacked under roadways; or the pipe will be installed in a casing that has been placed under the roadway by boring, jacking or drilling.

BACKFILLING

Backfilling shall include the refilling and consolidating of the fill in trenches and excavations up to the surrounding ground surface or road grade or crossings.

Backfilling shall be done with good earth, sand or gravel and shall be free from large rocks or hard lumpy materials unless the rocks or lumps are not more than approximately four (4) inches in greatest diameter and are scattered in the spoil. No material of a perishable, spongy, or otherwise nature shall be used in backfilling. See Detail Sheet for sand bedding.

Excavated material which is unsuitable for backfilling, and excess material shall be disposed of in a manner approved by the ENGINEER. Except in cultivated fields, surplus spoil may be neatly distributed and spread on the right-of-way which shall be left in a clean and sightly condition.

Where construction enters the limits of State or County right-of-way, and special requirements of these agencies with respect to backfilling shall be complied with.

USE OF EXPLOSIVES

Should the CONTRACTOR elect to use explosives in the prosecution of the work, they shall be used with the utmost precaution, and no blasting shall be done within one-hundred (100) feet of the completed work or exposed pipes, conduits, etc., and the CONTRACTOR shall assume all liability for any injury or damage to persons or property resulting from such usage. All necessary precautions shall be taken by the CONTRACTOR, and provisions shall be made for the protection of the new work, and all blasting shall be so conducted as not to endanger persons or property. Only a sufficient quantity of explosives for the immediate day's work shall be kept on hand by the CONTRACTOR. Caps, exploders and explosives shall be stored separately. The CONTRACTOR shall be responsible for, and shall make good any damage caused by blasting or accidental explosion.

GENERAL REQUIREMENTS FOR WATER LINES

Manufacturers of Piping shall be members in good standing with the Uni-Bell PVC Pipe Association, Ductile Iron Pipe Research Association and Plastic Pipe Institute.

A. Applicable Specifications

1. Pending-Commercial Standards:

CS 256-63 SDR 21 PVC-IPS Plastic Pipe, 200 psi
CS 256-63 SDR 26 PVC-IPS Plastic Pipe, 160 psi
Type 1, Grade 2, improved
ANSI/AWA C900 Plastic Pipe

2. National Sanitation Foundation:

The pipe shall meet the requirements of ANSI/NSF 61 "Drinking Water System Components-Health Effects".

B. Plastic Pipe Materials

1. PVC plastic pipe shall be manufactured from virgin unplasticized polyvinyl chloride resin, ASTM Type 1, Grade 2, IPS designations 1220. The pipe shall bear the NSF seal of approval indicating that the pipe is suitable for conveying potable water.

2. The pressure rating shall be based on static water pressure at 73 degrees F. using a long-term minimum design stress of 2000 psi with a 2 to 1 design safety factor. The pipe shall be 20 feet in length and shall meet pending commercial standard CS 25663, SDR-26 for 160 psi and CS 256-63, SDR-21 for 200 psi. Class 900 pipe shall meet AWWA C900 Standard Specification for Polyvinyl Chloride pressure pipe for working pressures of 150 or 200 psi as specified by Engineer.

3. PVC plastic fittings shall be of the same class as the pipe in which they are to be installed.

Note: The Contractor shall submit to the Engineer for approval a complete set of Specifications and manufacturer's installation recommendations prior to shipment of these materials.

C. Installation

The manufacturer's recommendations shall be followed in the storage, handling, cutting and installation of water main piping.

1. Making Tie-in or Branch Connections:

Compact ductile iron fittings with mechanical joints shall be used in all tie-ins and branch connections. In addition to standard concrete thrust blocking, all such joints to have mega-lug joint restraints, or equal.

2. Water Service Connections: See detail in plans.

3. Laying Plastic Pipe:

Manufacturer's recommendations shall be followed in the laying of all PVC pipe. See standard bedding detail on plans.

a. **Highway and Railroad Crossings:**

Place pipe in specified casing. Casing spacers (insulators) and pre-formed rubber casing end seals must be used as shown on plans.

b. **Thrust Blocks:**

Suitable blocks shall be placed at all changes of direction (tees, ells, etc.) on pipes 2" in diameter or greater.

c. **Supporting Valves:**

Heavy iron valves shall be independently and fully supported. Valves may be blocked up from undisturbed trench bottom.

d. **Deflecting Pipe:**

Bending pipe induces stresses. However, gradual curves can be made safely. Minimum radius of curvature shall not exceed 100 feet on sizes through 2" and 200 feet on larger sizes.

FIELD INSPECTION OF PIPE DELIVERIES

Each load of pipe delivered to the job site will be checked by the CONTRACTOR to assure that it meets specifications before unloading. The pipe shall be transported to the job site by acceptable transportation methods and the front of the pipes shall be covered with a tarp to prevent foreign materials from entering pipes. If the pipe does not meet specification, it shall be immediately removed and replaced by the CONTRACTOR at no additional cost to the OWNER.

APPLICABLE SPECIFICATIONS

The following specifications and standard, of the issues listed below but referred to thereafter by basic designation only, form a part of this Specification to the extent indicated by references thereto:

A. FEDERAL SPECIFICATIONS:

0-C-114a Calcium Hypochlorite, Technical and Chlorinated Lime, Technical.

WW-P-421a Pipe, Cast-Iron, Bell and Spigot, Water.

WW-P-521c Pipe-Fittings; Malleable-Iron Wrought Iron, and Steel (Screwed) 150 Pound.

WW-T-799a Tubing, Copper, Seamless (for Use with Solder-Joint or Flared Fittings).

WW-V-54 Valves, Bronze, Gate; 125 and 250 Pound, Screwed and Flanged (for Land Use).

WW-V-58 Valves, Cast-Iron, Gate, 125 and 250 Pound, Screwed and Flanged (for Land Use).

B. AMERICAN SOCIETY FOR TESTING MATERIALS:

A-120-57T Black and Hot Dipped Zinc-coated (Galvanized) Welded and Seamless Steel Pipe for Ordinary Usage.

C. AMERICAN WATER WORKS ASSOCIATION:

C-110-52 Cast-Iron Pressure Fittings, Ring-Tite.

C-500-52 Gate Valves for Ordinary Water Works Service.

D. AMERICAN STANDARD SPECIFICATIONS:

ASA 21.6 Cast-Iron Pipe Centrifugally Cast in Metal Molds.

ASA 21.8 Cast-Iron Pipe Centrifugally Cast in Sand Molds.

DUCTILE - IRON PIPE

A. **Materials:** Ductile - iron pipe and fittings shall conform to ANSI/AVWA - C111/A21.11 standard and ANSI/AWWA - C151/A21.51 standard. The ductile iron pipe shall be cement-mortar lined in accordance with ANSI/AWWA C 104/A21.4 standard, except lining shall be 1/8 inch thick.

B. **Installation:** Installation shall be as recommended by ductile iron pipe supplier.

MECHANICAL JOINTS

The mechanical joint for ductile iron pipe has four parts: a flange cast integrally with the bell of the pipe; a rubber gasket fitting a recess in the socket; a gland, or follower ring, to compress the gasket; and tee head bolts and nuts for tightening the joint. The assembly of the joint is very simple and requires the use of only one tool-an ordinary ratchet wrench.

MECHANICAL-JOINT ASSEMBLY

A. Wipe clean the socket and the plain end. Lubrication and additional cleaning should be provided by brushing both the gasket and plain end with soapy water or an approved pipe lubricant meeting the requirements of Section 11-7.4 of ANSI/AWWA C111/A21.11, just prior to slipping the gasket onto the plain end for joint assembly. Place the gland on the plain end with the lip extension toward the plain end, followed by the gasket with the narrow edge of the gasket toward the plain end.

B. Insert the pipe into the socket and press the gasket firmly and evenly onto the gasket recess. Keep the joint straight during assembly.

C. Push the gland toward the socket and center it around the pipe with the gland lip against the gasket. Insert bolts and hand tighten nuts. Make deflection after joint assembly but before tightening bolts.

D. Tighten the bolts to the normal range of bolt torque as indicated in the table below while at all times maintaining approximately the same distance between the gland and the face of the flange at all points around the socket. This can be accomplished by partially tightening the bottom bolt first, then the top bolt, next the bolts at either side, and finally the remaining bolts. Repeat the process until all bolts are within the appropriate range of torque. In large sizes (30 inches through 48 inches), five or more repetitions may be required.

MECHANICAL JOINT BOLT TORQUE

Pipe Size (in.)	Bolt Size (in.)	Range of Torque (ft.-lb.)
3	5/8	45-60
4-24	3/4	75-90
30-36	1	100-120
42-48	$1^1/_4$	120-150

For mechanical joint pipe, the bolts should be partially tightened before the length of pipe is deflected. Deflections are listed in the following tables. These are maximum deflections and should not be exceeded. For design purposes, deflections should be limited to 80 percent of values shown.

MAXIMUM DEFLECTION

MECHANICAL JOINT PIPE

Size of Pipe	Deflection Angle (Deg.)	Maximum Deflection		Approx. Radius of Curve Produced by Succession of Joints-ft.	
		18-ft.	20-ft.	18-ft.	20-ft.
3	8-18	31	35	125	140
4	8-18	31	35	125	140
6	7-7	27	30	145	160
8	5-21	20	22	195	220
10	5-21	20	22	195	220
12	5-21	20	22	195	220
14	3-35	13%	15	285	320
16	3-35	$13^{1}/_{2}$	15	285	320
18	3-0	11	12	340	380
20	3-0	11	12	340	380
24	2-23	9	10	450	500
30	2-23	9	10	450	500
36	2-5	8	9	500	550
42	2-0	$7^{1}/_{2}$	8	510	570
48	2-0	$7^{1}/_{2}$	8	510	570

ORIGIN OF PIPE

Pipe shall be of a domestic origin. Each joint shall have been tested as specified above and shall bear the stamp of the manufacturer or testing laboratory. Mill reports and certification of compliance with applicable specifications herein specified shall accompany each shipment of pipe. All pipe not so stamped and certified shall be rejected.

INSTALLATION

All pipe shall have a cover of at least 36 inches with sand bedding or granular bedding, where applicable, as shown on Detail Sheet. Fill sand of granular bedding shall be free of lumpy clay. For rural water projects and cross-country excavations, native spoil free of rocks can be used for backfill materials. Backfill under pavements shall be per details in the plans.

WATER SERVICE TUBING

Water service tubing shall be $^{3}/_{4}$" HDPE, SDR-9 (200 PSI) as shown on Detail Sheet. Joints for underground work shall be compression-type and shall be made with fittings meeting approved standards. Such joints shall be made in accordance with manufacturer's recommendations.

COLD WATER METERS

The cold water meters shall conform to AWWA Standard C-700-61T. See Detail Sheet for brand and type. The manufacturer or vendor shall furnish the OWNER an affidavit that the meters furnished under the contract shall comply with all applicable requirements of this standard.

GATE VALVES

Gate valves shall be designed for a working pressure of not less than 150 pounds per square inch. Valves shall have bell or spigot ends or screw joints as required for the piping in which they are installed. Gate valves have a clear waterway equal to the full nominal diameter of the valve, and shall be opened by turning counterclockwise. The operating nut or wheel shall have an arrow, cast in the metal, indicating the direction of opening. Each valve shall have the maker's initials, pressure rating, and year of manufacture cast on the body. Prior to shipment from the factory each valve shall be tested by hydraulic pressure equal to twice the specified water working pressure. Valves 2 inches and larger shall be iron-body, brass mounted, double disc, non-rising screw and shall conform to the requirements of the AWWA Standard C500, or to Federal Specification WW-V-58, Class A. Smaller valves shall be brass. Gate valves to be Mueller Mechanical Joint Resilient Seat Gate Valve, Series 2361, Open Left.

MISCELLANEOUS VALVES

Flush, blow-off, air relief, pressure reducing, and pressure regulating valves shall be of types and sizes as shown on Detail Sheet and at the location shown on the Plans. Pressure regulating valves shall be of quality to provide the utmost protection for service lines.

VALVE BOXES

Valve boxes shall be cast iron Risers as shown on the Detail Sheet complete with cover/lid. Boxes shall be installed over each outside gate valve to the depth of cover required over the pipe at the valve location. Valve box covers/lids to have "WATER" or "W' imprinted on them.

FIRE HYDRANTS

Fire hydrants, if installed for this project, shall be AVWA compression type, 150 psi working pressure, traffic model, dry top, 5-1/4" valve opening, and shall be Mueller Super Centurion 250, A423, or Equal as shown on the Plans.

INSTALLING VALVES, VALVE BOXES, AND FIRE HYDRANTS

Valves, valve boxes, and fire hydrants shall be installed where shown on the drawings directed by the ENGINEER, and shall be set plumb. Valve boxes shall be centered on the valves. Earth fill shall be carefully tamped around each valve box to a distance of 4 feet on all sides of the box, or to the undisturbed trench face, if less than 4 feet.

TRACER WIRE

The tracer wire, if called for on the plans, shall be installed in the same trench with nonmetallic pipe during pipe installation. The wire shall be vinyl coated fourteen (14) gauge (minimum) solid-core copper, or equal as approved by ENGINEER. It shall be secured to the pipe as required to insure that the wire remains adjacent to the pipe. The tracer wire shall be securely bonded together at all wire joints to provide electrical continuity, and it shall be accessible at all tracer wire risers/valve boxes and meter boxes. All tracer wire splices shall be spliced with wire nuts and encapsulated in a 3M Direct Bury Splice Kit (Part No. 09964). Tracer wire to be brought up adjacent to every valve box in conduit or at distances not to exceed 1,000 feet. In addition, all piping in TxDOT Right of Way shall have tracer wire installed with the pipe.

TESTS FOR WATER LINES

A. Hydrostatic Pressure Test: After the pipe is laid, the joints completed, and the trench backfilled, the newly-laid piping or any valved section of piping shall, unless otherwise specified, be subjected to a four (4) hour test at a hydrostatic pressure test of 50 pounds per square inch in excess of the anticipated static pressure at the points of reading when the system is put in operation. In no case should the testing pressure exceed the rating of the pipe, valves, fittings, or any other appurtenances.

Exposed pipe, joints, fittings, and valves shall be carefully examined during this initial line charge. Joints showing seepage or slight leakage shall be cut out and

replaced as directed. Cracked or defective pipe, fittings, or valves, discovered in the pressure test shall be replaced by the CONTRACTOR with sound material, and the test shall be repeated until the test results are satisfactory to the ENGINEER or OWNER. Where an actual visual inspection of each joint cannot be made because of the necessity for immediate backfilling, or where the line is laid below water level and it is impracticable to lower the water level by pumping, suitable means shall be provided by the CONTRACTOR for determining the quantity of water lost by leakage under normal operating pressure. No piping installation will be acceptable until the piping meets the leakage allowance of current AWWA Standards. The allowable leakage in PVC water pipe is in accordance with the equation: $Q = LD (P^{1}/_{2}) / 148000$, where Q = allowable leakage in gallons per hour, L = length of pipe section being tested in feet, D = nominal diameter of pipe being tested, P = average test pressure in pounds per square inch. The allowable leakage for Ductile or Cast Iron water pipe is in accordance with the following equation: $Q= SD (P^{1}/_{2}) / 148000$ where S = length of pipe being tested in feet. Water lines shall be subjected to a four (4) hour test at a hydrostatic pressure test of 50 pounds per square inch (psi) in excess of the anticipated static pressure at the points of reading when the system is put in operation. In no case shall testing pressure exceed the pressure rating of the pipe being tested. Testing forms are located in the back of the Specifications Book. CONTRACTOR may use "in-house" testing forms, if approved by the ENGINEER and OWNER.

ALL PRESSURE TESTING WILL BE PERFORMED BY THE CONTRACTOR UNDER TECHNICAL SUPERVISION OF THE ENGINEER AND VISUAL OBSERVATION OF THE INSPECTOR. COSTS ASSOCIATED WITH TESTING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE INCLUDED IN UNIT PRICE FOR LINE WORK.

CONTRACTOR shall be responsible for installation of taps, valves, etc. that may be required for testing of lines. Said appurtenances shall be installed in accordance with the plans and specifications and costs associated with such items shall be included in price for line work. Some or all of those additional items shall be removed, at no additional cost, by the CONTRACTOR if requested by OWNER or ENGINEER.

B. Sterilization: Water lines and associated appurtenances shall be thoroughly disinfected on accordance with current AWWA standard C651 and then flushed and sampled before being placed in service.

Each unit of completed supply line and distribution system shall be sterilized with chlorine and tested by a TCEQ-approved facility before acceptance for domestic operation. The chlorinating material shall conform to the requirements of Federal Specification 0-C-114a, Type 1 and inspected/approved by the OWNER/INSPECTOR.

The amount of chlorine applied shall be such as to provide a dosage of not less than 50 parts per million. The chlorinating material shall be introduced to the water lines and distribution systems in a manner approved by the ENGINEER or INSPECTOR. After a contact period of not less than 24 hours, the system shall be flushed with clean water until the total chlorine content is not greater than the total chlorine content of the water supplied. **ALL FLUSHING OF NEW AND EXISTING LINES SHALL BE DONE BY CONTRACTOR UNDER JURISDICTION/ SUPERVISION OF THE OWNER. CONTRACTOR SHALL NOTIFY INSPECTOR AND/OR OWNER AT LEAST TWENTY-FOUR (24) HOURS IN ADVANCE BEFORE CONDUCTING ANY FILLING OR FLUSHING OPERATORS. THE CONTRACTOR SHALL REPORT ALL WATER UTILIZED FOR PROJECT CONSTRUCTION, FLUSHING, TESTING AND SAMPLING TO THE OWNER FOR WATER ACCOUNTING PURPOSES ON THE WATER LOSS LOG PROVIDED WITH THESE CONTRACT DOCUMENTS.**

All valves in the lines being sterilized shall be opened and closed several times during the contact period. TCEQ tests are required and acceptances of lines are subject to these results.

Each fire hydrant shall be sterilized with five pounds of chlorinating material, filled with water, and allowed a contact period of 24 hours, minimum. The fire hydrant shall be flushed for one hour and blocking valve worked several times.

Samples shall be collected for microbiological analysis to check the effectiveness of the disinfection procedure which shall be repeated if contamination persists. Samples shall be collected and submitted at a rate of one (1) water sample per 1,000 feet of finished line for bacteriological analysis to a laboratory certified by the TCEQ. OWNER and ENGINEER shall receive copies of successful test results prior to placing line in service.

ALL BACTERIOLOGICAL SAMPLING WILL BE PERFORMED BY THE CONTRACTOR UNDER TECHNICAL SUPERVISION OF THE ENGINEER AND UNDER JURISDICTION OF THE INSPECTOR. COSTS ASSOCIATED WITH SAMPLING AND TESTING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE INCLUDED IN THE UNIT PRICE FOR LINEWORK.

CONTRACTOR shall be responsible for installation of taps on water lines that may be required to obtain water samples. Such taps shall be in compliance with the plans and specifications and costs associated with such items shall be included in price for line work. Some or all of those additional items shall be removed, at no additional cost, by the CONTRACTOR if required by OWNER or ENGINEER.

SITE CLEANLINESS AND FINAL CLEAN-UP

CONTRACTOR shall clean up all job sites daily of all debris. Upon completion of the installation of the water lines, distribution systems, and appurtenances, all debris, including PVC scraps resulting from trenching through abandoned distribution system piping, shall be removed from work areas and disposed of by the CONTRACTOR. In addition, all aboveground structures of abandoned valve clusters shall be removed and disposed of by CONTRACTOR. Reusable meter boxes, valve signs, risers, riser tops and valve lids in locations of abandoned valve clusters shall be given to OWNER. Scraps shall not be buried on private, county, or state properties. This does not relieve the CONTRACTOR of the responsibility of ongoing and routine clean-up operations related to the line laying work. All surplus excavated materials resulting from the work shall be removed from the site or spread on site as directed by ENGINEER / OWNER / STATE. Excess materials shall be mounded along trench lines in order to channel water away from fresh pipe trenches. Excess materials in areas of steep grades shall be utilized to channel water away from trench lines and constructing terracing berms to prevent erosion. When completed, the entire area shall be left in a condition suitable for mowing with standard mowing equipment. ALL disturbed areas in TxDOT R-O-W shall be seeded according to the Seeding Rate Section of this Specifications Book. The costs associated with seeding and final clean-up shall be included in the line item bid prices of the CONTRACTOR. Retainage will not be released until the final cleanup is completed and accepted by the OWNER & ENGINEER.

UPDATED 07/2018

Technical Specification No. 49

Trench Excavation Safety Systems

SCOPE

This Item governs trench excavation safety systems to be used in conjunction with the installation of utility lines and underground structures. Trench excavation safety systems shall be employed to protect personnel in an excavation from cave-ins, except when excavations are made entirely in stable rock, or when excavations are less than five (5) feet in depth and examination of the ground by a competent person provides no indications of a potential cave-in.

DESCRIPTION

A. CONTRACTOR shall develop, design, and implement the trench excavation safety system, and shall bear the sole responsibility for the adequacy of the trench excavation safety system and providing "a safe place to work" for the workman.

B. Trench excavation safety protection system shall be as prescribed in the Texas Health and Safety Code Section 756.023 and the current Occupational Safety and Health Standards - Excavations (29 CFR Part 1926, Subpart P). This shall be the minimum governing requirement of the item, and is hereby made a part of this item.

C. There are no special shoring requirements of the OWNER that are over and above the requirements as prescribed in the current Occupational Safety and Health Standards - Excavations (29 CFR Part 1926, Subpart P).

D. CONTRACTOR shall, in addition, comply with all other applicable federal, state and local rules, regulations, and ordinances.

E. **CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, IT'S OFFICERS AND EMPLOYEES, FROM ANY AND ALL DAMAGES, COSTS (INCLUDING, WITHOUT LIMITATION, LEGAL FEES, COURT COSTS, AND THE COST OF INVESTIGATION), JUDGEMENTS OR CLAIMS BY ANYONE FOR INJURY OR DEATH OF PERSONS RESULTING FROM THE COLLAPSE OR FAILURE OF TRENCHES OR EXCAVATIONS CONSTRUCTED UNDER THIS CONTRACT.**

F. **CONTRACTOR ACKNOWLEDGES AND AGREES THAT THIS INDEMNITY PROVISION PROVIDES INDEMNITY FOR THE OWNER IN THE EVENT THAT THE CONTRACTOR WAS NEGLIGENT EITHER BY ACT OR OMISSION IN PROVIDING FOR TRENCH SAFETY, INCLUDING, BUT NOT LIMITED TO SAFETY PROGRAM AND DESIGN REVIEWS, INSPECTIONS, FAILURES TO ISSUE STOP WORK ORDERS, AND THE HIRING OF ANY ENGINEER OR SUBCONTRACTOR.**

G. A copy of the geo-technical information obtained by the OWNER for use on the Project is made available to CONTRACTOR with the Contract Documents, if such information was developed.

H. Conduct daily inspections by CONTRACTOR or CONTRACTOR'S independently retained consultant, of the trench safety systems to ensure that the installed systems and operations meet OSHA 29CFR and other personnel protection regulations and requirements.

I. If evidence of possible cave-ins or slides is apparent, immediately stop work in the trench and move personnel to safe locations until necessary precautions have been taken to safeguard personnel.

J. Maintain a permanent record of daily trenching and/or shoring inspections.

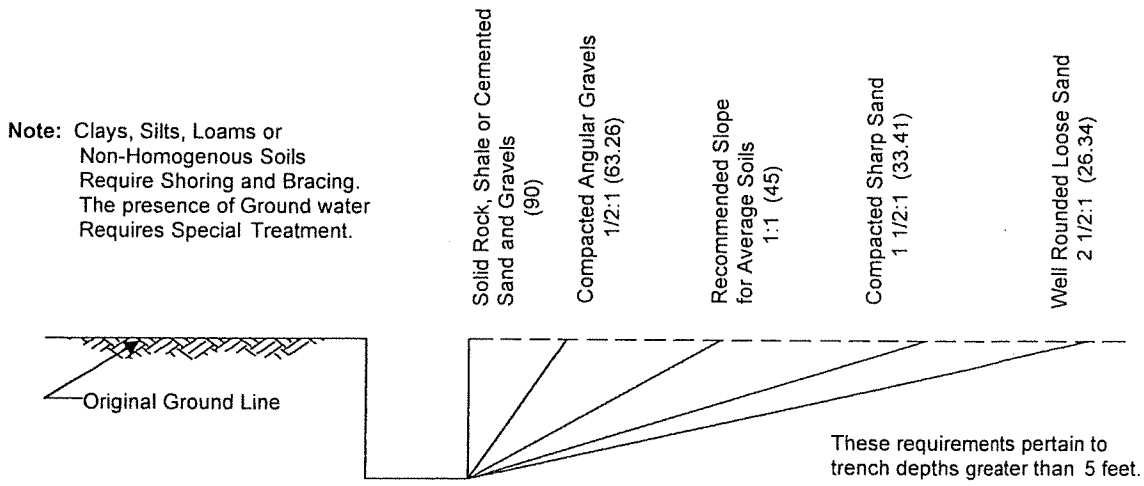
MEASUREMENT

Measurement for trench excavation safety system shall be compensated as a unit price bid item.

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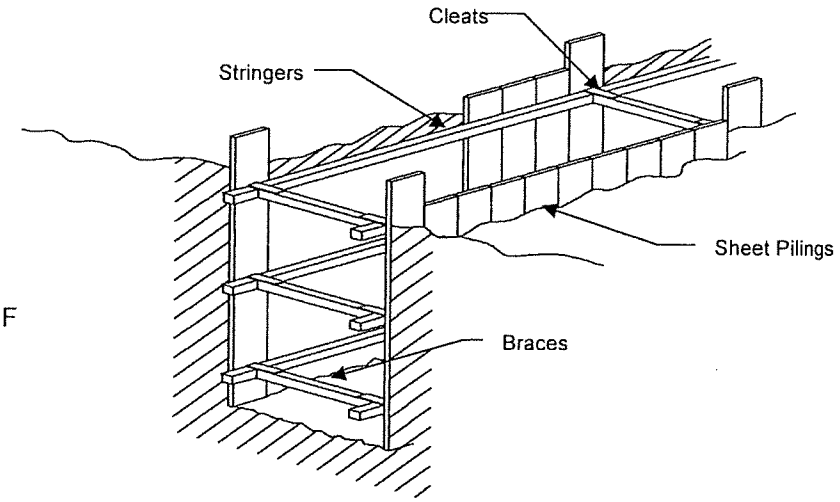
Angle Of Repose

One method of ensuring the safety and health of workers in a trench or excavation is to slope the sides of the cut to the "angle of repose," the angle closest to the perpendicular at which the soil will remain at rest. The angle of repose varies with different kinds of soil, and must be determined on each individual project.



Soils Identified

Soil survey publications for most counties are available. They are especially useful to engineers, builders, contractors and others interested in construction hazards and in identifying soils that have a high shrink-swell potential.



ONE EXAMPLE OF SEVERAL TYPES OF SHEETING

Where To Get Help

For a copy of a soil survey, contact the local office of the U.S. Department of Agriculture's Soil Conservation Service, or write the Texas state office, 101 South Main Street, Temple, TX 76501-7682. For additional information about shoring or sloping, contact OSHA, 1425 W. Pioneer Drive, Suite 230, Irving, TX 75061-7181.

ADS HP STORM 12"- 60" PIPE SPECIFICATION

Scope
This specification describes 12- through 60-inch (300 to 1500 mm) ADS HP Storm pipe for use in gravity-flow storm drainage applications.

Pipe Requirements
ADS HP Storm pipe shall have a smooth interior and annular exterior corrugations.
- 12- through 60-inch (300 to 1500 mm) pipe shall meet ASTM F2881 or AASHTO M330
- Manning's "n" value for use in design shall be 0.012

Joint Performance
Pipe shall be joined using a bell & spigot joint meeting the requirements of ASTM F2881 or AASHTO M330. The joint shall be watertight according to the requirements of ASTM D3212. Gaskets shall meet the requirements of ASTM F477. Gasket shall be installed by the pipe manufacturer and covered with a removable, protective wrap to ensure the gasket is free from debris. A joint lubricant available from the manufacturer shall be used on the gasket and bell during assembly. 12- through 60-inch (300 to 1500 mm) diameters shall have an exterior bell wrap installed by the manufacturer.

Fittings
Fittings shall conform to ASTM F2881 or AASHTO M330. Bell and spigot connections shall utilize a welded or integral bell and valley or inline gaskets meeting the watertight joint performance requirements of ASTM D3212.

Field Pipe and Joint Performance
To assure watertightness, field performance verification may be accomplished by testing in accordance with ASTM F1417 or ASTM F2487. Appropriate safety precautions must be used when field-testing any pipe material. Contact the manufacturer for recommended leakage rates.

Material Properties
Polypropylene compound for pipe and fitting production shall be impact modified copolymer meeting the material requirements of ASTM F2881, Section 5 and AASHTO M330, Section 6.1.

Installation
Installation shall be in accordance with ASTM D2321 and ADS recommended installation guidelines, with the exception that minimum cover in traffic areas for 12- through 48-inch (300 to 1200 mm) diameters shall be one foot (0.3 m) and for 60-inch (1500 mm) diameter the minimum cover shall be 2 ft. (0.6 m) in single run applications. Backfill for minimum cover situations shall consist of Class 1 (compacted), Class 2 (minimum 90% SPD), or Class 3 (minimum 95%) material. Maximum fill heights depend on embedment material and compaction level; please refer to Technical Note 2.04. Contact your local ADS representative or visit our website at www.ads-pipe.com for a copy of the latest installation guidelines.

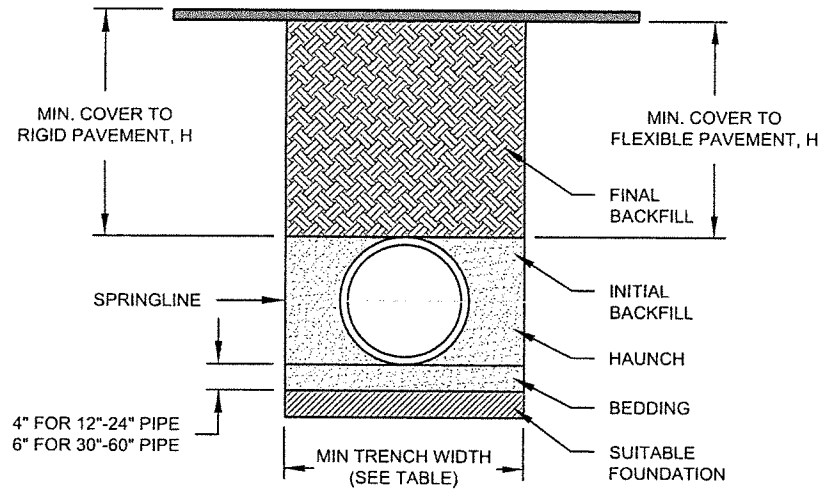
Pipe Dimensions

Nominal Pipe I.D. in (mm)	12 (300)	15 (375)	18 (450)	24 (600)	30 (750)	36 (900)	42 (1050)	48 (1200)	60 (1500)
Average Pipe I.D. in (mm)	12.2 (310)	15.1 (384)	18.2 (462)	24.1 (612)	30.2 (767)	36.0 (914)	42.0 (1067)	47.9 (1217)	59.9 (1521)
Average Pipe O.D. in (mm)	14.5 (368)	17.7 (450)	21.4 (544)	28.0 (711)	35.5 (902)	41.5 (1054)	47.4 (1204)	54.1 (1374)	67.1 (1704)
Minimum Pipe Stiffness * @ 5% Deflection #/in./in. (kN/m^2)	75 (517)	60 (414)	56 (386)	50 (345)	46 (317)	40 (276)	35 (241)	35 (241)	30 (207)

*Minimum pipe stiffness values listed; contact a representative for average values.

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HP STORM TRENCH INSTALLATION DETAIL



NOTES:

1. ALL PIPE SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ASTM D2321, "STANDARD PRACTICE FOR UNDERGROUND INSTALLATION OF THERMOPLASTIC PIPE FOR SEWERS AND OTHER GRAVITY FLOW APPLICATIONS", LATEST ADDITION, WITH THE EXCEPTION THAT THE INITIAL BACKFILL MAY EXTEND TO THE CROWN OF THE PIPE. SOIL CLASSIFICATIONS ARE PER THE LATEST VERSION OF ASTM D2321. CLASS IVB MATERIALS (MH, CH) AS DEFINED IN PREVIOUS VERSIONS OF ASTM D2321 ARE NOT APPROPRIATE BACKFILL MATERIALS.

2. MEASURES SHOULD BE TAKEN TO PREVENT MIGRATION OF NATIVE FINES INTO BACKFILL MATERIAL, WHEN REQUIRED.

3. FOUNDATION: WHERE THE TRENCH BOTTOM IS UNSTABLE, THE CONTRACTOR SHALL EXCAVATE TO A DEPTH REQUIRED BY THE ENGINEER AND REPLACE WITH SUITABLE MATERIAL AS SPECIFIED BY THE ENGINEER. AS AN ALTERNATIVE AND AT THE DISCRETION OF THE DESIGN ENGINEER, THE TRENCH BOTTOM MAY BE STABILIZED USING A GEOTEXTILE MATERIAL.

4. BEDDING: SUITABLE MATERIAL SHALL BE CLASS I, II, III, OR IV. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION FOR MATERIAL SPECIFICATION TO ENGINEER. COMPACTION SHALL BE SPECIFIED BY THE ENGINEER IN ACCORDANCE WITH TABLE 3 FOR THE APPLICABLE FILL HEIGHTS LISTED. UNLESS OTHERWISE NOTED BY THE ENGINEER, MINIMUM BEDDING THICKNESS SHALL BE 4" (100mm) FOR 12"-24" (300mm-600mm) DIAMETER PIPE; 6" (150mm) FOR 30"-60" (750mm-1500mm) DIAMETER PIPE. THE MIDDLE 1/3 BENEATH THE PIPE INVERT SHALL BE LOOSELY PLACED. PLEASE NOTE, CLASS IV MATERIAL HAS LIMITED APPLICATION AND CAN BE DIFFICULT TO PLACE AND COMPACT; USE ONLY WITH THE APPROVAL OF A SOIL EXPERT.

5. INITIAL BACKFILL: SUITABLE MATERIAL SHALL BE CLASS I, II, III, OR IV IN THE PIPE ZONE EXTENDING TO THE CROWN OF THE PIPE. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION FOR MATERIAL SPECIFICATION TO ENGINEER. MATERIAL SHALL BE INSTALLED AS REQUIRED IN ASTM D2321, LATEST EDITION. COMPACTION SHALL BE SPECIFIED BY THE ENGINEER IN ACCORDANCE WITH TABLE 3 FOR THE APPLICABLE FILL HEIGHTS LISTED. PLEASE NOTE, CLASS IV MATERIAL HAS LIMITED APPLICATION AND CAN BE DIFFICULT TO PLACE AND COMPACT; USE ONLY WITH THE APPROVAL OF A SOIL EXPERT.

6. MINIMUM COVER: MINIMUM COVER, H, IN NON-TRAFFIC APPLICATIONS (GRASS OR LANDSCAPE AREAS) IS 12" (300mm) FROM THE TOP OF PIPE TO GROUND SURFACE. ADDITIONAL COVER MAY BE REQUIRED TO PREVENT FLOTATION. FOR TRAFFIC APPLICATIONS; CLASS I OR II MATERIAL COMPACTED TO 90% SPD AND CLASS III COMPACTED TO 95% SPD IS REQUIRED. FOR TRAFFIC APPLICATIONS, MINIMUM COVER, H, IS 12" (300mm) UP TO 48" (1200mm) DIAMETER PIPE AND 24" (600mm) OF COVER FOR 60" (1500mm) DIAMETER PIPE, MEASURED FROM TOP OF PIPE TO BOTTOM OF FLEXIBLE PAVEMENT OR TO TOP OF RIGID PAVEMENT.

7. FOR ADDITIONAL INFORMATION SEE TECHNICAL NOTE 2.04.

TABLE 1, RECOMMENDED MINIMUM TRENCH WIDTHS

PIPE DIAM.	MIN. TRENCH WIDTH
12" (300mm)	30" (762mm)
15" (375mm)	34" (864mm)
18" (450mm)	39" (991mm)
24" (600mm)	48" (1219mm)
30" (750mm)	56" (1422mm)
36" (900mm)	64" (1626mm)
42" (1050mm)	72" (1829mm)
48" (1200mm)	80" (2032mm)
60" (1500mm)	96" (2438mm)

TABLE 2, MINIMUM RECOMMENDED COVER BASED ON VEHICLE LOADING CONDITIONS

PIPE DIAM.	SURFACE LIVE LOADING CONDITION	
	H-25	HEAVY CONSTRUCTION (75T AXLE LOAD) *
12" - 48" (300mm - 1200mm)	12" (305mm)	48" (1219mm)
60" (1500mm)	24" (610mm)	60" (1524mm)

* VEHICLES IN EXCESS OF 75T MAY REQUIRE ADDITIONAL COVER

TABLE 3, MAXIMUM COVER FOR ADS HP STORM PIPE, ft

	CLASS I	CLASS II			CLASS III		CLASS IV
PIPE DIA	COMPACTED	95%	90%	85%	95%	90%	95%
12" (300mm)	41 (12.5m)	28 (8.5m)	21 (6.4m)	16 (4.9m)	20 (6.1m)	16 (4.9m)	16 (4.9m)
15" (375mm)	42 (12.8m)	29 (8.8m)	21 (6.4m)	16 (4.9m)	21 (6.4m)	16 (4.9m)	16 (4.9m)
18" (450mm)	44 (13.4m)	30 (9.1m)	21 (6.4m)	16 (4.9m)	22 (6.7m)	17 (5.2m)	16 (4.9m)
24" (600mm)	37 (11.3m)	26 (7.9m)	18 (5.5m)	14 (4.3m)	19 (5.8m)	14 (4.3m)	14 (4.3m)
30" (750mm)	39 (11.9m)	27 (8.2m)	19 (5.8m)	14 (4.3m)	19 (5.8m)	15 (4.6m)	14 (4.3m)
36" (900mm)	28 (8.5m)	20 (6.1m)	14 (4.3m)	10 (3.0m)	14 (4.3m)	11 (3.4m)	10 (3.0m)
42" (1050mm)	30 (9.1m)	21 (6.4m)	14 (4.3m)	10 (3.0m)	15 (4.6m)	11 (3.4m)	10 (3.0m)
48" (1200mm)	29 (8.8m)	20 (6.1m)	14 (4.3m)	9 (2.7m)	14 (4.3m)	10 (3.0m)	10 (3.0m)
60" (1500mm)	29 (8.8m)	20 (6.1m)	14 (4.3m)	9 (2.7m)	14 (4.3m)	10 (3.0m)	9 (2.7m)

FILL HEIGHT TABLE GENERATED USING AASHTO SECTION 12, LOAD RESISTANCE FACTOR DESIGN (LRFD) PROCEDURE WITH THE FOLLOWING ASSUMPTIONS:
NO HYDROSTATIC PRESSURE
UNIT WEIGHT OF SOIL (γs) = 120 PCF

REV.	DESCRIPTION	BY	MM/DD/YY	CHK'D
6	REV. MAXIMUM COVER HEIGHTS	RWD	01/11/17	

© 2016 ADS, INC.

ADVANCED DRAINAGE SYSTEMS, INC. ("ADS") HAS PREPARED THIS DETAIL BASED ON INFORMATION PROVIDED TO ADS. THIS DRAWING IS INTENDED TO DEPICT THE COMPONENTS AS REQUESTED. ADS HAS NOT PERFORMED ANY ENGINEERING OR DESIGN SERVICES FOR THIS PROJECT, NOR HAS ADS INDEPENDENTLY VERIFIED THE INFORMATION SUPPLIED. THE INSTALLATION DETAILS PROVIDED HEREIN ARE GENERAL RECOMMENDATIONS AND ARE NOT SPECIFIC FOR THIS PROJECT. THE DESIGN ENGINEER SHALL REVIEW THESE DETAILS PRIOR TO CONSTRUCTION. IT IS THE DESIGN ENGINEERS RESPONSIBILITY TO ENSURE THE DETAILS PROVIDED HEREIN MEETS OR EXCEEDS THE APPLICABLE NATIONAL, STATE, OR LOCAL REQUIREMENTS AND TO ENSURE THAT THE DETAILS PROVIDED HEREIN ARE ACCEPTABLE FOR THIS PROJECT.

TRENCH INSTALLATION DETAIL (HP STORM)

DRAWING NUMBER: STD-101D

ADS ADVANCED DRAINAGE SYSTEMS, INC.

4640 TRUEMAN BLVD
HILLIARD, OHIO 43026

DRAWN BY:	JAB
DATE:	01/29/09
CK'D BY:	
SCALE:	NTS
SHEET	1 OF 1

ADS WATERSTOP™ GASKET SPECIFICATION

Scope

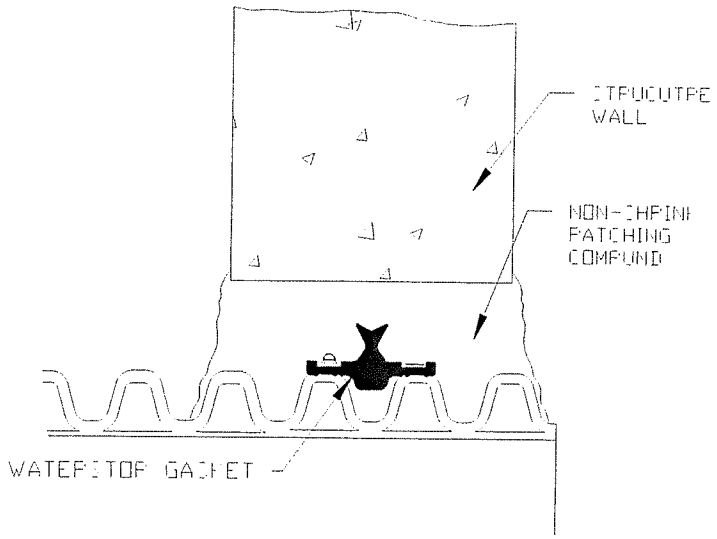
This specification describes the ADS WaterStop gasket available in 12- to 60- inch (300 to 1500 mm) diameters and used for a field installed seal that prevents water infiltration or exfiltration at manhole connections.

Material Properties

The ADS WaterStop gasket is made of a polyisoprene compound which meets the physical property requirements of ASTM C923.

Installation

Installation shall be in accordance with ADS recommended installation instructions. Contact your local ADS representative or visit www.ads-pipe.com for a copy of the latest installation guidelines.



Nominal Pipe I.D., in.	Recommended Minimum Hole Diameter, in.	Minimum Distance Pipe Invert to Structure Invert, in
12	19.5	3.7
15	23	4
18	26.5	4.2
24	33.3	4.5
30	40.5	5.2
36	47	5.5
42	53	5.7
48	59	5.7
54*	65	6.4
60	72	6.4

* Check with Sales Representative for availability

© ADS, Inc., February 2017

ATTORNEY'S REVIEW CERTIFICATE

BOJORQUEZ LAW FIRM, PC
TexasMunicipalLawyers.com

12325 Hymeadow Drive
Suite 2-100
Austin, Texas 78750

Phone: (512) 250-0411
Fax: (512) 250-0749
TexasMunicipalLawyers.com

_____, 2020

Mr. Trey Job
Director of Public Works
City of Bastrop
P.O. Box 384
Bastrop, Texas

Regarding: Newton & Jasper Drainage Project (FEMA – DR – 4269-010)

Dear Mr. Job:

As the duly authorized and acting legal advisor to the City of Bastrop, Texas ("City"), I have been asked by City officials to evaluate the bid package created by BEFCO Engineering, Inc., the bid from _____, and the accompanying surety bonds and insurance forms for the City.

Accordingly, I, the undersigned, do hereby certify to the City as follows:

1. I have reviewed the following Bid Documents (which were in the form provided to me by the City through the engineer Tim Sanders) related to this endeavor:

    a. Invitation to Bid.
    b. Instructions to Bidders.
    c. Bid Bond Form.
    d. Payment Bond Form.
    e. Performance Bond Form.
    f. Maintenance Bond Form.
    g. Agreement Between Owner and Contractor for Construction Contract.
    h. General Conditions
    i. Special Conditions.
    j. Payment Bond from _____.
    k. Performance Bond from _____.
    l. Maintenance Bond from _____.
    m. Insurance Certificate.
    n. Bid from _____

2. The Bid Documents are in the proper form to create a construction contract that is a valid and legally binding obligation upon the Parties executing the Agreement.

3. The City is a home rule municipality, located in Bastrop County, Texas, duly created and existing under the Constitution and laws of the State of Texas.

DRAFT

4. The City is lawfully capable of entering into the Agreement under Section 2.01 of the Charter of the City of Bastrop, and the City has complied with the legal mandates of the Texas Open Meetings Act, Texas Government Code Chapter 551. Based on the assurances I've received from you and BEFCO, the City has complied with the procurement provisions of Texas Local Government Code Chapter 252.

5. The City has the full power and authority to execute the Agreement in accordance with the powers conveyed by Texas Local Government Code Chapter 51, and the authority to perform its obligations under the Agreement.

6. The performance bond, payment bond, maintenance bond, and insurance documents are in a form that is acceptable for the purposes of this project, based on the assurance I've received from you and BEFCO.

This certification is provided to the City in reliance on the materials given to the undersigned by the City through BEFCO. The undersigned relies on the assurances and statements provided by the City and BEFCO. This certification is limited to information as it exists today and shall not be construed to apply to after-occurring events, subsequent changes in the applicable statutory provisions, administrative agency rulings, or case law. Interested persons other than the City are encouraged to consult their own legal advisors for independent assessment of the Bid Documents, related documents, and the process the City utilized to arrive at the terms and conditions of the Bid Documents and Agreement.

Sincerely,

Alan Bojorquez
City Attorney
for the City of Bastrop

AB

cc: Lynda Humble, City Manager
Tim Sanders

BEFCO ENGINEERING, INC.
Consulting Engineering/Land Surveying
P.O. BOX 615 485 NORTH JEFFERSON
LA GRANGE, TEXAS 78945-0615
979 / 968-6474 FAX 979 / 968-3056
www.befcoengineering.com E-mail: office@befcoengineering.com
Texas Registered Engineering Firm F-2011 Texas Licensed Surveying Firm #10001700

January 31, 2020

Mr. Trey Job
Interim City Manager
City of Bastrop
P.O. Box 427
Bastrop, Texas 78602

RE: Bid Award Recommendation
Newton & Jasper Drainage Project
BEFCO Job No. 16-6781

Dear Mr. Job:

The bid opening for the Newton & Jasper Drainage Project was held on Tuesday, January 28, 2020. The City received six (6) bids for the project (see attached bid tally) ranging from $174,510.00 to $318,940.00. The lowest submitted bid price was from 304 Construction LLC; however, their bid submittal package was declared incomplete as they neglected to submit the Certificate of Interested Parties Form 1295 with their submittal as required in the bid package. Thus, their bid submittal has been disqualified in accordance with City of Bastrop standards.

The second lowest bidder for the project is M & C Fonseca Construction Company of Granite Shoals with a bid of $225,600.00. Based on our review of their bid submittal, they did submit a complete bid package; and therefore are the lowest, most responsive bidder. As such, BEFCO Engineering recommends the City award the contract for the Newton & Jasper Drainage Project to M & C Fonseca in the amount of $225,600.00.

Should you have any questions or require more information, please advise. Thank you for the opportunity to provide engineering services for this project.

Sincerely,

BEFCO Engineering, Inc.

1-31-20

STATE OF TEXAS
TIMOTHY L. SANDERS
95880
LICENSED
PROFESSIONAL ENGINEER

Tim Sanders, P.E.

Attachments: Bid Tab Summary

TLS:bms

CITY OF BASTROP
FEMA-DR-4269-010
NEWTON & JASPER DRAINAGE PROJECT
BEFCO JOB NO. 16-6781
JANUARY 28, 2020

Item No.	Est. Qty.	Units	Description in Words	304 Construction LLC 1083 FM 812 Suite I-9 Cedar Creek, TX 78612		M&C Fonseca Construction Co., Inc. 1901 Prairie Creek Rd. Granite Shoals, TX 78654		Smith Paving, Inc. PO Box 1055 Manchaca, TX 78652	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	450	SY	Demolish and remove existing curb and gutter and asphalt pavement and excavate to top of proposed subgrade	$30.00	$13,500.00	$33.00	$14,850.00	$32.00	$14,400.00
2	450	SY	Scarify, moisture condition, and re-compact six inches (6") of subgrade	$10.00	$4,500.00	$18.00	$8,100.00	$20.00	$9,000.00
3	450	SY	8-inch (8") Type A, Grade 1-2 limestone rock base	$10.00	$4,500.00	$60.00	$27,000.00	$25.00	$11,250.00
4	180	LF	reinforced concrete curb and gutter	$30.00	$5,400.00	$30.00	$5,400.00	$25.00	$4,500.00
5	13	SY	6-inch (6") thick reinforced concrete pavement for driveways	$90.00	$1,170.00	$120.00	$1,560.00	$125.00	$1,625.00
6	40	TON	2-inch (2") Type 'D' Hot Mix Asphalt Concrete (HMAC)	$400.00	$16,000.00	$300.00	$12,000.00	$350.00	$14,000.00
7	1	LS	Adjust existing sanitary manhole rim elevation		$1,000.00		$800.00		$1,800.00
8	1	LS	Adjust existing waterline valve elevations		$750.00		$500.00		$1,800.00
9	1	LS	Clear and dispose of existing vegetation / brush		$10,000.00		$3,000.00		$34,000.00
10	270	LF	Excavate 5-foot (5') wide channel	$75.00	$20,250.00	$30.00	$8,100.00	$90.00	$24,300.00
11	290	LF	Excavate 8-foot (8') wide channel	$100.00	$29,000.00	$40.00	$11,600.00	$100.00	$29,000.00
12	1	LS	Lower existing eight-inch (8") waterline as required below proposed 8-foot (8') wide channel		$4,500.00		$6,300.00		$10,000.00
13	2	EA	Reinforced concrete curb inlet with two (2) extensions	$5,000.00	$10,000.00	$11,500.00	$23,000.00	$8,005.00	$16,010.00
14	1	EA	Reinforced concrete curb inlet with one (1) extension	$4,000.00	$4,000.00	$8,500.00	$8,500.00	$7,005.00	$7,005.00
15	92	LF	30-inch (30") diameter ADS HP storm sewer	$90.00	$8,280.00	$120.00	$11,040.00	$150.00	$13,800.00

Item No.	Est. Qty.	Units	Description in Words	304 Construction LLC 1083 FM 812 Suite I-9 Cedar Creek, TX 78612 Unit Price	 Total Price	M&C Fonseca Construction Co., Inc. 1901 Prairie Creek Rd. Granite Shoals, TX 78654 Unit Price	 Total Price	Smith Paving, Inc. PO Box 1055 Manchaca, TX 78652 Unit Price	 Total Price
16	130	LF	36-inch (36") diameter ADS HP storm sewer	$60.00	$7,800.00	$145.00	$18,850.00	$110.00	$14,300.00
17	200	LF	60-inch (60") diameter ADS HP storm sewer	$100.00	$20,000.00	$215.00	$43,000.00	$240.00	$48,000.00
18	1	LS	Reinforced concrete intake structure for 60-inch (60") storm sewer		$10,000.00		$13,000.00		$9,000.00
19	1	LS	Trench Safety Protection		$1,000.00		$3,500.00		$3,000.00
20	80	LF	Silt fencing for erosion	$2.00	$160.00	$5.00	$400.00	$5.00	$400.00
21	1	LS	Sand bags around storm inlets for erosion control		$200.00		$600.00		$500.00
22	1	LS	Hydromulch seed all disturbed areas		$2,500.00		$4,500.00		$10,000.00
			TOTAL BASE BID (Item Nos. 1-22)		**$174,510.00**		**$225,600.00**		**$277,690.00**

Item No.	Est. Qty.	Units	Description in Words	C3 Environmental Specialties 132 Nell Deane Blvd. Schertz, TX 78154		Aaron Concrete Contractors, LP 4108 Nixon Ln. Austin, TX 78755		Pro Dirt Services, LLC PO Bos 59 Georgetown, TX 78627	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	450	SY	Demolish and remove existing curb and gutter and asphalt pavement and excavate to top of proposed subgrade	$35.00	$15,750.00	$66.00	$29,700.00	$10.00	$4,500.00
2	450	SY	Scarify, moisture condition, and re-compact six inches (6") of subgrade	$30.00	$13,500.00	$31.00	$13,950.00	$5.00	$2,250.00
3	450	SY	8-inch (8") Type A, Grade 1-2 limestone rock base	$40.00	$18,000.00	$50.00	$22,500.00	$56.00	$25,200.00
4	180	LF	reinforced concrete curb and gutter	$45.00	$8,100.00	$34.00	$6,120.00	$50.00	$9,000.00
5	13	SY	6-inch (6") thick reinforced concrete pavement for driveways	$320.00	$4,160.00	$622.00	$8,086.00	$100.00	$1,300.00
6	40	TON	2-inch (2") Type 'D' Hot Mix Asphalt Concrete (HMAC)	$75.00	$3,000.00	$459.00	$18,360.00	$350.00	$14,000.00
7	1	LS	Adjust existing sanitary manhole rim elevation		$2,600.00		$3,106.00		$3,500.00
8	1	LS	Adjust existing waterline valve elevations		$750.00		$397.00		$1,500.00
9	1	LS	Clear and dispose of existing vegetation / brush		$7,200.00		$26,768.00		$20,000.00
10	270	LF	Excavate 5-foot (5') wide channel	$63.00	$17,010.00	$88.00	$23,760.00	$86.00	$23,220.00
11	290	LF	Excavate 8-foot (8') wide channel	$46.00	$13,340.00	$75.00	$21,750.00	$121.00	$35,090.00
12	1	LS	Lower existing eight-inch (8") waterline as required below proposed 8-foot (8') wide channel		$11,000.00		$7,187.00		$10,000.00
13	2	EA	Reinforced concrete curb inlet with two (2) extensions	$15,000.00	$30,000.00	$8,060.00	$16,120.00	$10,000.00	$20,000.00
14	1	EA	Reinforced concrete curb inlet with one (1) extension	$13,225.00	$13,225.00	$6,971.00	$6,971.00	$9,000.00	$9,000.00
15	92	LF	30-inch (30") diameter ADS HP storm sewer	$90.00	$8,280.00	$161.00	$14,812.00	$190.00	$17,480.00

Item No.	Est. Qty.	Units	Description in Words	C3 Environmental Specialties 132 Nell Deane Blvd. Schertz, TX 78154		Aaron Concrete Contractors, LP 4108 Nixon Ln. Austin, TX 78755		Pro Dirt Services, LLC PO Bos 59 Georgetown, TX 78627	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
16	130	LF	36-inch (36") diameter ADS HP storm sewer	$130.00	$16,900.00	$135.00	$17,550.00	$220.00	$28,600.00
17	200	LF	60-inch (60") diameter ADS HP storm sewer	$250.00	$50,000.00	$306.00	$61,200.00	$300.00	$60,000.00
18	1	LS	Reinforced concrete intake structure for 60-inch (60") storm sewer		$26,250.00		$12,391.00		$9,500.00
19	1	LS	Trench Safety Protection		$6,500.00		$3,080.00		$7,500.00
20	80	LF	Silt fencing for erosion	$2.00	$160.00	$6.00	$480.00	$10.00	$800.00
21	1	LS	Sand bags around storm inlets for erosion control		$6,500.00		$535.00		$1,500.00
22	1	LS	Hydromulch seed all disturbed areas		$8,280.00		$2,677.00		$15,000.00
			TOTAL BASE BID (Item Nos. 1-22)		**$280,505.00**		**$317,500.00**		**$318,940.00**

I certify that this is correct and true to the best of my knowledge and belief

BEFCO Engineering, Inc. (F-2011)

1-28-20

Tim Sanders, P.E.
Registration No. 95880
January 28, 2020

STATE OF TEXAS
TIMOTHY L. SANDERS
95880
LICENSED
PROFESSIONAL ENGINEER

Notes:

1. 304 Construction LLC did not sign and deliver with their bid submittal a copy of their Certificate of Interested Parties Form 1295 that is generated by the Texas Ethic Commission's electronic portal.
2. Mathematical error found in Smith Paving's bid. In Line Item No.'s 13 and 14, written unit price does not match numerical value unit price.
3. C3 Environmental Specialties did not complete Conflict of Interest Questionnaire or provide a list of subcontractors and suppliers.

STAFF REPORT

MEETING DATE: February 25, 2020 **AGENDA ITEM**: 9E

TITLE:
Consider action to approve Resolution No. R-2020-22 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with Ranch Road Development LLC for Section two of Pecan Park 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:
Trey Job, Acting City Manager

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 final plat lots within the approved section of the subdivision prior to the completion of all public improvements.

POLICY EXPLANATION:
Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or policy regulations that are for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City.

FUNDING SOURCE:
N/A

RECOMMENDATION:
Consider action to approve Resolution No. R-2020-22 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with Ranch Road Development LLC for Section two of Pecan Park 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-2020-22
- Draft Public Improvement Plan Agreement

RESOLUTION NO. R-2020-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A PUBLIC IMPROVEMENT PLAN AGREEMENT WITH RANCH ROAD DEVELOPMENT LLC FOR SECTION TWO OF PECAN PARK 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 appointed the Acting City Manager as the Chief Administrative Officer of the City; and

WHEREAS, The Acting City Manager is responsible for the proper administration of all affairs of the City; and

WHEREAS, The City Council understands the importance of making housing available in a timely manner; and

WHEREAS, The City Council also understands the importance 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 once an engineering estimate is approved by the City Engineer and upon posting the fiscal surety to complete any and all Public Improvements.

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, and it is resolved

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 25th day of February, 2020.

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 2~~INSERT PROJECT NAME~~

The State of Texas

County of Bastrop

WHEREAS, Ranch Road Development LLC~~*INSERT OWNER NAME*~~ hereinafter referred to as, "Developer", is the developer of the following described property and desires to make certain improvements to the following lots and blocks in Pecan Park – Section 2~~*INSERT PROJECT NAME*~~**,** a proposed addition to the City of Bastrop, Texas: being ***INSERT LOTS AND BLOCKS***; 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,~~*INSERT OWNER REPRESENTATIVE,*~~ its duly authorized officer, and the City, acting herein by and through Trey Job~~INSERT CITY MANAGER~~ it's Acting 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 park/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 2~~*INSERT PROJECT NAME*~~ approved by the City on Novembe~~October~~r 8, 2019~~*INSERT DATE OF PUBLIC IMPROVEMENT PLAN APPROVAL*~~.

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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 2 ~~*INSERT PROJECT NAME*~~ 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.

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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~~Intentially deleted.~~ ~~The Developer is responsible to fully comply with the City's Tree Preservation Ordinance during all phases of construction. The Developer~~

~~submitted a tree protection plan and protected tree survey on ***Insert Date,*** showing the protected trees on site and the measures of tree protection to be employed during construction prior to any site work on the project. The Developer submitted landscape, hardscape, irrigation, and materials plans that were approved by the City on ***INSERT DATE*** and these plans have been included in the final Public Improvement Plans which were approved on ***INSERT DATE*.**

2.00 Infrastructure (Development) Improvement Costs

All infrastructure (development) improvement costs are the full responsibility of the Developer unless otherwise noted.~~d, or unless otherwise funded with *public improvement district revenue, tax increment reinvestments zone revenue, or a Chapter 380 grant pursuant to a separate agreement.~~ 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:~~

~~ON-SITE IMPROVEMENTS:~~

Commented [RM1]: Will there be language for upsizing requirements if the line is on a CIP plan, but the development does not need that size line to serve the development?

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	Full Project Cost	Developer's Assurance Amount	City Participation
Sanitary Sewer Facilities	$563,859.82	$563,859.82	$0.00
Other Related Facilities	$0.00	$0.00	$0.00
Total Construction Cost	$563,859.82	$563,859.82	$0.00

Field Code Changed

~~OFF-SITE IMPROVEMENTS: ***DELETE IF NOT NEEDED***~~

	Full Project Cost	Developer's Assurance Amount	City Participation
~~Sanitary Sewer Facilities~~	~~$1,000,000.00~~	~~$1,000,000.00~~	~~$0.00~~
Other Related Facilities	$0.00	$0.00	$0.00
Total Construction Cost	$1,000,000.00	$1,000,000.00	$0.00

2.20 Street and Storm Drainage Improvements

Commented [RM2]: There's not a section for waterlines?

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

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Field Code Changed

2.30 Water System Improvements

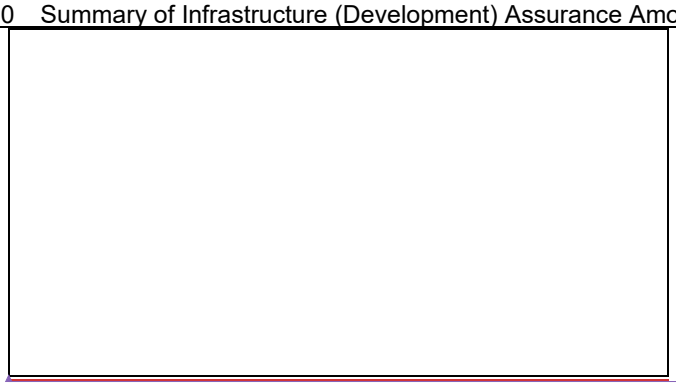
Commented [RM3]: There's not a section for waterlines?



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2.30 Summary of Infrastructure (Development) Assurance Amounts



Field Code Changed

ALL ASSURANCE FEES HAVE BEEN PAID IN FULL AS OF THE DATE OF THIS AGREEMENT.~~TO BE PAID PRIOR TO PRE-CONSTRUCTION MEETING*:~~



Field Code Changed

The final construction amount is $2,048423.32.32~~*INSERT DOLLAR AMOUNT*~~, and the final assurance amount is $***71,694.82***~~*INSERT DOLLAR AMOUNT*~~ (the "Final Assurance Amount").

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RECOMMENDED:

Date

Tony Buonodono~~Jerry Palady~~, P. E.

City~~Director of~~ Engineer~~ing~~

3.00 Miscellaneous Improvements

3.10 Drainage Operation and Maintenance Plan

Maintenance agreement approved on February 11, 2020 by Resolution # 2020-13~~Intentially deleted.~~

~~The developer will provide the City with a Drainage Operation and Maintenance Plan (plan) in accordance with the Stormwater and Drainage Manual. The plan shall provide detailed information regarding the obligation of responsible parties for any drainage system, stormwater system, or other improvement which will not be dedicated to the City as part of this agreement. Pproof 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.~~

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 2~~INSERT DEVELOPMENT NAME~~ as shown on the approved Public Improvement Plans ~~, as required by the Master Transportation Plan, and~~ and as approved ~~by the Regulating Plan~~ by the City on November 8, 2019~~*INSERT DATE.*~~ All sidewalks shall be in compliance with the City's Master Transportation Plan, ~~-~~and conform to the City of Bastrop Standard Construction Details. ~~** **INSERT LANGUAGE AS NEEDED, Ex:** The Developer shall also be responsible for installing a ten-foot (10') trail within the dedicated open space along the eastern property boundary that extends from the southern boundary along Agnes St., to the northern boundary along HWY 71 West.*~~

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3.20 Screening Wall, Landscaping, and Irrigation

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

~~Intentially deleted.~~

~~The Developer shall be responsible for installing screening walls, retaining walls, landscaping, and irrigation in accordance with the approved Public Improvement Plans, landscape plans approved on ***INSERT DATE***, and Regulating Plan as approved by the City on ***INSERT DATE***.~~

3.30 Street Lights and Street Name and Regulatory Signs

The Developer is responsible for the initial installation and maintenance of all street lights. Street name and regulatory signs shall be installed by the Developer at the Developer's expense at locations specified on the approved Section 2 Pubic Improvement Plans~~by the City's Director of Public Works per the signage regulations on ***INSERT CONTROLLING DOCUMENT*** of the City of Bastrop Standard Construction Details~~. 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 not be responsible or obligated to maintain and/or replace any non-standard street light poles, sign poles, street name signs or regulatory signs. Developer shall provide proof of payment to Blue Bonnet Electric Coop for the i~~I~~nstallation ~~shall be completed~~ of streetlights prior to the acceptance of the subdivision.

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~~**FEES TO BE PAID UPON EXECUTION OF THE DEVELOPER AGREEMENT: WOULD REQUIRE AN ORDINANCE AMENDMENT**~~

	Quantity	Unit Cost	Participation Payment to the City
~~Power for Streetlights~~	~~25~~	~~$25.00 per pole per month~~ for 24 months	~~$15,000.00~~
Payment to the City			**$15,000.00**

RECOMMENDED:

Trey Job Date
Assistant City Manger~~Managing Director of Public Works & Leisure Services~~

3.50 Land Dedication

All Public Open Space requirements for the Pecan Sections 2, 1B & 7 have been fulfilled via the land dedication of xxx 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,

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~~The Developer shall dedicate to the City the area shown as public open space on the ***INSERT PLAN NAME*** attached to Ordinance 201***X-XX*** (the "Public Open Space"), including, but not limited to, the ***INSERT DESCRIPTION*** parcel identified on the Parcel Plan attached to Ordinance 201***X-XX***. A private home owners association or property owners association shall maintain the Public Open Space. ****INSERT LANGUAGE AS NEEDED, Ex.*** *This dedication shall be credited to the Developer in the amount of $75,000.00. In no case shall the amount of dedicated open space to the City be less than 1.50 acres.*~~

~~The following table identifies the Park Development Fees due by the Developer for this project at the time of single family building permit issuance, subject to a credit reduction as described above in this Section 3.50:~~

~~Number of Lots~~	~~Fee Per Lot~~	~~Total Amount of Park Development Fees Owed (Subject to Credits)~~
~~10~~	~~$500.00~~	~~$5,000.00~~

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

~~***OR***~~

~~The following table identifies the Park Land Dedication by the final plat:~~

~~Lots~~	~~Blocks~~	~~Acres~~
~~1~~	~~A~~	~~7.0046~~
~~1~~	~~C~~	~~30.4158~~

RECOMMENDED:

~~Matthew Jones~~ Date
Director of Planning and Development

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 2 ~~***DEVELOPMENT NAME***~~ 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:

RECOMMENDED:

Trey Job Date
Assistant City Manager~~Managing Director of Public Works & Leisure Services~~

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4.00 Miscellaneous Provisions

4.10 Bonds

The Developer or the homebuilder agrees ~~rees to require the contractor(s) to~~ 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~~contract~~ cost~~s~~ exceed~~s~~ $25,000.00. The payment and performance bonds shall be submitted prior to the City issuing the Notice to Proceed.

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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 (125%) 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

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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

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

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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

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 ~~release of~~ up to fifty~~ten~~ percent (5~~1~~0%) of the total residential building permits for the lots listed on pg. 1 of this agreement along with the amenity center permit upon ~~completion of the~~ recordation of the Final Plat and

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completion public streets, sanitary sewer, water system, stormwater drainage facilities and proof of payment for the ~~to include~~ street lights. ~~, and final acceptance of the sanitary sewer and underground stormwater drainage facilities that are not deemed private.~~ Building permits for all lots will be released upon final acceptance of all public ~~and private~~ infrastructure improvements~~, park and trail construction, screening walls, retaining walls, landscaping, irrigation, and tree mitigation~~ in accordance with the Public Improvement Plans that were approved by the City on November 8, 2019~~INSERT APPROVAL DATE~~.

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4.50 Dedication of Infrastructure Improvements

Upon final acceptance of Pecan Park – Section 2 ~~***INSERT DEVELOPMENT NAME***~~, the public streets, sanitary sewer, and underground stormwater drainage facilities shall become the property of the City.

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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 be come 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 ~~Development~~ Memorandum of Understanding for Development of Land ("MOU") ~~Agreement~~ between the City of Bastrop and Ranch Road Development LLC ~~***INSERT DEVELOPER NAME***~~ effective December 12th, 2013 ~~***INSERT DATE***~~ ~~(the "Development Agreement")~~, this~~e~~ agreement~~MOU Development Agreement~~ shall control. ~~In the event of a conflict between this agreement and that certain ***MUD, PID, 380*** agreement between the City of Bastrop and ***INSERT DEVELOPER NAME*** effective ***INSERT DATE*** (the "***MUD,PID,380*** Reimbursement Agreement"), the ***PID, MUD, 380*** Reimbursement Agreement shall control. Nothing in this agreement shall be construed as amending the Development Agreement or the PID Reimbursement Agreement.~~

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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 **XX** day of **February ~~XXXXXXXXX~~**, **2020~~—~~**.

Pecan Park – Section 2~~INSERT DEVELOPMENT NAME~~
City of Bastrop, Texas

Scott Miller ~~Developer Name~~
Job~~Lynda Humble~~
Ranch Road Development, LLC~~Company Name~~

Trey
Acting
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

STAFF REPORT

MEETING DATE: February 25, 2020 **AGENDA ITEM**: 9F

TITLE:
Consider action to approve the Certification of Unopposed Candidates for the City of Bastrop's May 2, 2020 Election.

STAFF REPRESENTATIVE:
Ann Franklin, City Secretary

POLICY EXPLANATION:

Texas Election Code

Subchapter C. Election of Unopposed Candidate

Sec. 2.051. Applicability of Subchapter.
(a) Except as provided by Sections 2.055 and 2.056, this subchapter applies only to an election for officers of a political subdivision other than a county in which write-in votes may be counted only for names appearing on a list of write-in candidates and in which each candidate for an office that is to appear on the ballot is unopposed, except as provided by Subsection (b). For purposes of this section, a special election of a political subdivision is considered to be a separate election with a separate ballot from:

(1) a general election for officers of the political subdivision held at the same time as the special election; or

(2) another special election of the political subdivision held at the same time as the special election.

(b) In the case of an election in which any members of the political subdivision's governing body are elected from territorial units such as single-member districts, this subchapter applies to the election in a particular territorial unit if each candidate for an office that is to appear on the ballot in that territorial unit is unopposed and no at-large proposition or opposed at-large race is to appear on the ballot. This subchapter applies to an unopposed at-large race in such an election regardless of whether an opposed race is to appear on the ballot in a particular territorial unit.

Sec. 2.052. Certification of Unopposed Status.
(a) The authority responsible for having the official ballot prepared shall certify in writing that a candidate is unopposed for election to an office if, were the election held, only the votes cast for that candidate in the election for that office may be counted.

(b) The certification shall be delivered to the governing body of the political subdivision as soon as possible after the filing deadlines for placement on the ballot and list of write-in candidates.

(c) A certification may be made under Subsection (a) following the filing of a withdrawal request by a candidate after the deadline prescribed by Section 145.092 if:

(1) the withdrawal request is valid except for the untimely filing;

(2) ballots for the election have not been prepared; and

(3) the conditions for certification under Subsection (a) are otherwise met.

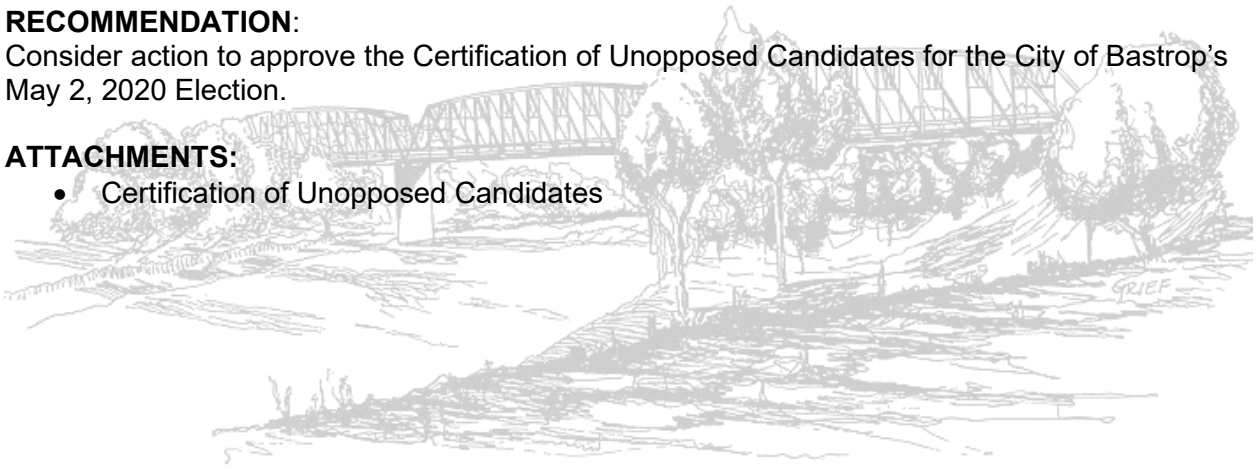
(d) A certification described by Subsection (c) shall be delivered to the governing body of the political subdivision as soon as possible.

FUNDING SOURCE:
N/A

RECOMMENDATION:
Consider action to approve the Certification of Unopposed Candidates for the City of Bastrop's May 2, 2020 Election.

ATTACHMENTS:

- Certification of Unopposed Candidates



CERTIFICATION OF UNOPPOSED CANDIDATES FOR
OTHER POLITICAL SUBDIVISIONS (NOT COUNTY)

To: Presiding Officer of Governing Body

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 2, 2020.

Offices	**Candidates**
Mayor	Connie Schroeder
Place 3	Lyle Nelson

Ann Franklin, City Secretary

February 25, 2020
Date

(Seal)

CERTIFICACIÓN DE CANDIDATOS ÚNICOS
PARA OTRAS SUBDIVISIONES POLITICAS (NO EL CONDADO)

Al: Presidente de la entidad gobernante

Como autoridad a cargo de la preparación de la boleta de votación official, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el 2 de mayo de 2020.

Cargos	***Candidatos***
Mayor	Connie Schroeder
Place 3	Lyle Nelson

Ann Franklin, City Secretary

February 25, 2020
Date

(Seal)

STAFF REPORT

MEETING DATE: February 25, 2020 **AGENDA ITEM**: 9G

TITLE:
Consider action to approve the first reading of Ordinance No. 2020-04 of the City Council of the City of Bastrop, Texas, cancelling the May 2, 2020 General Election and declaring each unopposed candidate elected to office; providing a severability clause; providing an effective date; and move to include on the Consent Agenda of the March 10, 2020 City Council meeting.

STAFF REPRESENTATIVE:
Ann Franklin, City Secretary

POLICY EXPLANATION:
Texas Election Code

Chapter 2. Vote Required for Election to Office

Sec. 2.053. Action on Certification.

(a) On receipt of the certification, the governing body of the political subdivision by order or ordinance may declare each unopposed candidate elected to the office. If no election is to be held on election day by the political subdivision, a copy of the order or ordinance shall be posted on election day at each polling place used or that would have been used in the election.

(b) If a declaration is made under Subsection (a), the election is not held.

(c) The ballots used at a separate election held at the same time as an election that would have been held if the candidates were not declared elected under this section shall include the offices and names of the candidates declared elected under this section listed separately after the measures or contested races in the separate election under the heading "Unopposed Candidates Declared Elected." The candidates shall be grouped in the same relative order prescribed for the ballot generally. No votes are cast in connection with the candidates.

(d) The secretary of state by rule may prescribe any additional procedures necessary to accommodate a particular voting system or ballot style and to facilitate the efficient and cost-effective implementation of this section.

(e) A certificate of election shall be issued to each candidate in the same manner and at the same time as provided for a candidate elected at the election. The candidate must qualify for the office in the same manner as provided for a candidate elected at the election.

FUNDING SOURCE:
N/A

RECOMMENDATION:
Consider action to approve the first reading of Ordinance No. 2020-04 of the City Council of the City of Bastrop, Texas, cancelling the May 2, 2020 General Election and declaring each unopposed candidate elected to office; providing a severability clause; providing an effective date; and move to include on the Consent Agenda of the March 10, 2020 City Council meeting.

ATTACHMENTS:

- Ordinance – English
- Ordinance – Spanish
- Certification of Unopposed Candidates – ENGLISH
- Certification of Unopposed Candidates – SPANISH

ORDINANCE NO. 2020-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, CANCELLING THE MAY 2, 2020 GENERAL ELECTION AND DECLARING EACH UNOPPOSED CANDIDATE ELECTED TO OFFICE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with the laws of the State of Texas and the City of Bastrop, a General Election has been ordered for May 2, 2020 for the purpose of electing the Mayor and Councilmember for Place 3 to serve on the City Council in the City of Bastrop; and

WHEREAS, no proposition is to appear on the ballot in that election; and

WHEREAS, the City Clerk has certified in writing that each candidate on the ballot is unopposed for election to office; and

WHEREAS, the filing deadlines of February 14, 2020 for placement on the ballot and February 18, 2020 for declaration of write-in candidacy have passed; and

WHEREAS, in these circumstances Subchapter C of Chapter 2 of the Election Code authorizes a governing body to declare each unopposed candidate elected to office and cancel the election.

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

Section 1. That the Certification of Unopposed Candidates executed by the City Clerk is hereby accepted as presented in the attached Exhibit "A".

Section 2. That the following candidates, who are unopposed in the May 2, 2020 General Election, are hereby declared elected to the City Council, and shall serve a term of three years to said respective offices:

Mayor	Connie Schroeder
Place 3	Lyle Nelson

Section 3. That each candidate is subject to issuance of Certificates of Election; their signing of the Statement of Elected Officer, and to the taking of their Oath of Office after the May 2nd election date and no earlier than May 5th, the first day of the period for the official canvass.

Section 4. That in accordance with the Election Code, the City Council of the City of Bastrop hereby cancels the General Election scheduled to be held on May 2, 2020.

Section 5. That the City Clerk shall post a copy of this Ordinance on election day at each polling place used or that would have been used in the election.

Section 6. If any provision of this Ordinance is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect.

Section 7. This ordinance shall be effective immediately upon adoption.

READ & APPROVED on First Reading on the 25th day of February 2020.

READ & ADOPTED on the Second Reading on the 10th day of March 2020.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

ORDENANZA NO. 2020-04

UNA ORDENANZA DEL CONSEJO MUNICIPAL DE LA CIUDAD DE BASTROP, TEXAS QUE CANCELA LA ELECCIÓN GENERAL DEL 2 DE MAYO, 2020 Y DECLARA QUE CADA CANDIDATO SIN OPOSICIÓN ES ELECTO AL PUESTO; PROPORCIONANDO UNA CLÁUSULA DE DIVISIBILIDAD; Y PROPORCIONANDO UNA FECHA DE ENTRADA EN VIGENCIA.

POR CUANTO, bajo las leyes del Estado de Texas y de la Ciudad de Bastrop, una Elección General se ha ordenado para el 2 de mayo, 2020 con el propósito de elegir el Alcalde y a un Concejal para el Puesto 3 del Consejo Municipal de la Ciudad de Bastrop; y

POR CUANTO, no hay ninguna proposición que sería incluida en la boleta de dicha elección; y

POR CUANTO, la Secretaria de la Ciudad ha certificado por escrito que cada candidato incluido en la boleta no tiene oposición para ser electo al puesto; y

POR CUANTO, las fechas límite del 14 de febrero, 2020 para ser incluido en la boleta y del 18 de febrero, 2020 para declarar candidaturas por escrito han pasado; y

POR CUANTO, en dichas circunstancias el Subcapítulo C del Capítulo 2 del Código Electoral autoriza que el cuerpo gubernamental declare que cada candidato sin oposición sea electo al puesto y que la elección sea cancelada.

AHORA POR LO TANTO QUE SE ORDENE POR EL CONSEJO MUNICIPAL DE LA CIUDAD DE LA CIUDAD DE BASTROP, TEXAS:

Sección 1. Que la Certificación de Candidatos sin Oposición ejecutada por la Secretaria de la Ciudad es por lo presente aceptada de acuerdo con su presentación en el Adjunto “A”.

Sección 2. Que los siguientes candidatos, sin oposición en la Elección General del 2 de mayo, 2020, por lo presente son declarados electos al Consejo de la Ciudad, y que ocuparán sus respectivos puestos por un plazo de tres años:

Alcalde	Connie Schroeder
Puesto 3	Lyle Nelson

Sección 3. Que cada candidato está sujeto a la emisión de Certificados de Elección; a firmar la Declaración de Oficial Electo, y a la toma de juramento del puesto después de la fecha de la elección del 2 de mayo y no antes del 5 de mayo que es el primer día del periodo de revisión oficial de los resultados.

Sección 4. Que, de acuerdo con el Código Electoral, el Consejo de la Ciudad de Bastrop por lo presente cancela la Elección General programada para el 2 de mayo, 2020.

Sección 5. Que la Secretaria de la Ciudad deberá fijar copia de esta Ordenanza el día de la elección en cada sitio de votación usado o que se hubiera usado en dicha elección.

Sección 6. Si cualquier parte de esta Ordenanza se encuentra inválida por una corte de jurisdicción competente, el resto de las provisiones de esta Ordenanza permanecerán en vigencia y en efecto.

Sección 7. Esta ordenanza entrará en vigencia inmediatamente después de ser adoptada.

LEÍDA Y APROBADA en primera lectura el 25th día de febrero, 2020.

LEÍDA Y ADOPTADA en segunda lectura el 10th día de marzo, 2020.

APROBADO:

_____
Connie B. Schroeder, Alcalde

CERTIFICO:

_____
Ann Franklin, Secretaria de la Ciudad

APROBADA LA REDACCIÓN:

_____
Alan Bojorquez, Fiscal de la Ciudad

EXHIBIT A

CERTIFICATION OF UNOPPOSED CANDIDATES FOR
OTHER POLITICAL SUBDIVISIONS (NOT COUNTY)

To: Presiding Officer of Governing Body

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 2, 2020.

Offices	**Candidates**
Mayor Place 3	Connie Schroeder
	Lyle Nelson

Ann Franklin, City Secretary

February 25, 2020
Date

(Seal)

EXHIBIT A

CERTIFICACIÓN DE CANDIDATOS ÚNICOS
PARA OTRAS SUBDIVISIONES POLITICAS (NO EL CONDADO)

Al: Presidente de la entidad gobernante

Como autoridad a cargo de la preparación de la boleta de votación official, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el 2 de mayo de 2020.

Cargos	***Candidatos***
Mayor	Connie Schroeder
Place 3	Lyle Nelson

Ann Franklin, City Secretary

February 25, 2020
Date

(Seal)

STAFF REPORT

MEETING DATE: February 25, 2020 **AGENDA ITEM**: 9H

TITLE:
Consider action to approve Resolution No. R-2020-24 of the City Council of the City of Bastrop, Texas, establishing the Cultural Arts Master Plan Ad Hoc Working Group; providing for the working group's duties, composition, initial membership (attached as Exhibit A), quorum, and rules of procedure; providing for findings of fact and providing for an effective date.

STAFF REPRESENTATIVE:
Trey Job, Acting City Manager

BACKGROUND/HISTORY:
The Texas Commission on the Arts designated the City of Bastrop as a Cultural Arts District in 2012. Bastrop Comprehensive Plan 2036, adopted November 22, 2016, established the need to create a long-term strategy for placement of visual and performing arts. On September 24, 2019, the City Council adopted the Bastrop Cultural Arts Master Plan. City Council desires to establish an ad hoc working group in order to review the Cultural Arts Master Plan and make recommendations to the City Council.

RECOMMENDATION:
Consider action to approve Resolution No. R-2020-24 of the City Council of the City of Bastrop, Texas, establishing the Cultural Arts Master Plan Ad Hoc Working Group; providing for the working group's duties, composition, initial membership (attached as Exhibit A), quorum, and rules of procedure; providing for findings of fact and providing for an effective date.

ATTACHMENTS:
- Resolution R-2020-24
- Exhibit A

RESOLUTION NO. R-2020-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ESTABLISHING THE CULTURAL ARTS MASTER PLAN AD HOC WORKING GROUP; PROVIDING FOR THE WORKING GROUP'S DUTIES, COMPOSITION, INITIAL MEMBERSHIP (ATTACHED AS EXHIBIT A), QUORUM, AND RULES OF PROCEDURE; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop, Texas (the "City") is a Home-Rule City acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City was designated by the Texas Commission on the Arts as a Cultural Arts District in 2012; and

WHEREAS, Bastrop Comprehensive Plan 2036, adopted November 22, 2016, established the need to create a long-term strategy for placement of visual and performing arts; and

WHEREAS, on September 24, 2019, the City Council adopted the Bastrop Cultural Arts Master Plan; and

WHEREAS, the City Council desires to establish an ad hoc working group in order to review the Cultural Arts Master Plan and make recommendations to the City Council; and

WHEREAS, the Working Group shall consist of six members appointed by the Mayor, subject to confirmation by the City Council, and one nonvoting *ex-officio* Council Member who shall serve as the Chairperson; and

WHEREAS, the Working Group shall not be subject to Article 1.04 of the Bastrop Code of Ordinances; and

WHEREAS, the City Council of the City of Bastrop ("City Council") finds it to be in the public interest, and necessary for the public health, safety and welfare to establish a Cultural Arts Master Plan Working Group for the purposes described herein.

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

Section 1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

Section 2. The City Council of the City of Bastrop hereby establishes the Cultural Arts Master Plan Ad Hoc Working Group as follows:

Established

The City of Bastrop Cultural Arts Master Plan Ad Hoc Working Group (the "Working Group") is an advisory, temporary board whose purpose shall be to review the City's Cultural Arts Master Plan and make recommendations to the City Council for the implementation of the goals and objectives of the Cultural Arts Master Plan.

The Working Group shall not be subject to Article 1.04 of the City of Bastrop Code of Ordinances. The Working Group will automatically dissolve upon the delivery of its final recommendation to the City Council or upon completion of the duties outlined in this Resolution, unless dissolved earlier by vote of the City Council.

Membership, Qualifications, and Term

The Working Group shall be composed of six (6) voting members appointed by the Mayor, subject to confirmation by the City Council, and one nonvoting *ex-officio* Council Member.

Authority

The Working Group is authorized to gather information, conduct an analysis, and make recommendations to the City Council regarding the implementation of the goals and objectives of the Cultural Arts Master Plan in the City of Bastrop.

Quorum and Voting

A majority of the voting membership shall constitute a quorum for the conduct of business.

Vacancies

In the event of the vacancy, the Mayor shall fill the vacancy by appointment, subject to confirmation by the City Council.

Meetings

The Working Group may conduct meetings to discuss matters within the concern of the Working Group.

The City Secretary or designee shall record minutes of the Working Group's meetings.

Rules of Procedure

The Working Group may adopt its own rules for the conduct of business before it. Should the Working Group fail to adopt its own rules of procedure, the conduct and procedure of the Working Group meetings shall conform to and be governed by the City Charter, the City Code, and Robert's Rules of Order, Revised.

Section 3. The initial membership of the Working Group is hereby confirmed as presented in the attached Exhibit "A."

Section 4. This Resolution shall become effective from and after its adoption.

Section 5. The meeting at which this Resolution 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 Texas Open Meetings Act.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 25th day of February, 2020.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

STAFF REPORT

MEETING DATE: February 25, 2020 **AGENDA ITEM**: 9I

TITLE:
Consider action to approve Resolution No. R-2020-25 of the City Council of the City of Bastrop, Texas approving an agreement between the City of Bastrop and Bastrop river company providing for a five year lease of a .52 acre portion of a11 Bastrop town tract, acres 5.100 (city park) located in Fisherman's Park for an annual rent of ten thousand two hundred dollars and zero cents ($10,200.00) with an option to renew for one additional five-year term upon mutual agreement; authorizing the city manager to execute said lease agreement on behalf of the city; and declaring an effective date.

STAFF REPRESENTATIVE:
Trey Job, Acting City Manager

BACKGROUND/HISTORY:
The Bastrop City Council was approach by the Bastrop River Company requesting consideration to lease a small tract of land within Fisherman's Park as a test to the determine if business within the City of Bastrop Parks system is a possible fit for the City of Bastrop. After much consideration and discussion about the subject it was determined that this met the intend of previous parks board discussions and meets the goals set forth during a previous joint Parks board and City Council meeting where the Parks Board was tasked with finding additional funding for the City of Bastrop's Parks system.

POLICY EXPLANATION:
Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or policy regulations that are for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City.

FUNDING SOURCE:
N/A

RECOMMENDATION:
Consider action to approve Resolution No. R-2020-25 of the City Council of the City of Bastrop, Texas approving an agreement between the City of Bastrop and Bastrop river company providing for a five year lease of a .52 acre portion of a11 Bastrop town tract, acres 5.100 (city park) located in Fisherman's Park for an annual rent of ten thousand two hundred dollars and zero cents ($10,200.00) with an option to renew for one additional five-year term upon mutual agreement; authorizing the city manager to execute said lease agreement on behalf of the city; and declaring an effective date.

ATTACHMENTS:
- Resolution No. R-2020-25
- Draft Lease

RESOLUTION NO. R-2020-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF BASTROP AND BASTROP RIVER COMPANY PROVIDING FOR A FIVE YEAR LEASE OF A .52 ACRE PORTION OF A11 BASTROP TOWN TRACT, ACRES 5.100 (CITY PARK) LOCATED IN FISHERMANS PARK FOR AN ANNUAL RENT OF TEN THOUSAND TWO HUNDRED DOLLARS AND ZERO CENTS ($10,200.00) WITH AN OPTION TO RENEW FOR ONE ADDITIONAL FIVE-YEAR TERM UPON MUTUAL AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID LEASE AGREEMENT ON BEHALF OF THE CITY; AND DECLARING AN EFFECTIVE DATE.

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

Section 1. The attached Lease Agreement between the City of Bastrop and Bastrop River Company, (the "Agreement") is hereby approved.

Section 2. The City Manager is hereby authorized to execute the Agreement on behalf of the City.

Section 3. This Resolution shall become effective immediately upon adoption.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 25th day of February, 2020.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

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LEASE OF BASTROP PARK PREMISES

This lease agreement (this "Lease") is made between the City of Bastrop, Texas, a municipal corporation (the "Lessor") and Bastrop River Company (the "Lessee").

WHEREAS, the LESSOR owns a certain parcel of real property that is located at Fisherman's Park in Bastrop, Bastrop County, Texas, and more particularly shown in Exhibit "A", attached hereto and incorporated herein by this reference ("Premises"); and

WHEREAS, Lessee wishes to enter into a five (5) year lease with a renewal option for the Premises to manage and operate a River Outfitting Company.

WHEREAS, the City of Bastrop deems it advantageous to itself and to its operations to lease and demise certain rights, privileges and uses of the Premises as hereinafter contained; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee (hereinafter "Parties") hereby agree as follows:

Article 1. Lease of Premises; Acceptance of Existing Conditions; Compliance with Regulations

1.1. Leased Premises: In consideration of the obligation of the Lessee to pay rent and in consideration of the other terms, covenants and conditions of this Lease, the Lessor leases to the Lessee, and the Lessee leases from the Lessor that approximately 22,651 square foot portion INSERT DESCRIPTION OF LEASED AREA as shown in Exhibit "A", attached hereto and made a part hereof for all purposes (the "Leased Premises") in Bastrop County, Texas. The Lessor agrees that the Lessee shall also have access to and shared use of the public parking lot adjacent to the leased Premises and the public restrooms in the City Recreation Building, all as shown in Exhibit "A", subject to Lessor's exclusive control and management of said public facilities.

1.2. No Warranty: The Lessee acknowledges that 1) the Lessor makes no representations or warranties regarding the suitability of the Leased Premises for the Lessee's intended purposes, or the presence of environmental, geologic, or other site conditions that may affect the Lessee's use of the Leased Premises; 2) the Lessee accepts full responsibility for determining the

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suitability of the Leased Premises for its intended purposes; and 3) the Lessee has inspected the Leased Premises to satisfy itself as to the suitability of the Leased Premises for its intended purposes.

1.3. Compliance with Rules: In addition to other requirements in this Lease, Lessee agrees to comply with all ordinances, rules and regulations governing City Park within which the Leased Premises are located.

Article 2. Term and Rent

2.1. Term: Subject to and upon the terms and condition set forth in this Lease, this Lease shall be in force for a term of five (5) years, with one five (5) year renewal option upon mutual agreement of Lessor and Lessee. The renewal option shall be exercised by providing the Lessor sixty (60) days written notice of Lessee's desire to renew. Renewal shall be subject to City Council approval and be denied at Council's discretion.

2.2. Rent: The Lessee agrees to pay to the Lessor a fixed rental in the sum of $ 10,200.00 per year. Rent for the first year shall be due on or before _____, 2020 and, thereafter, shall be paid annually by September 30 at the place designated for notices below. Unless otherwise agreed at the time of any renewal under paragraph 2.01, the annual rent during any renewal period shall be as follows:

_____, 2020 through _____, 2025 $_____

_____, 2025 through _____, 2030 $_____

2.3. Lessee shall collect on behalf of and remit to the City any fees, assessments or charges arising by virtue of or related to its activities under this Lease as may be required by any ordinance, law, order or regulation. Additionally, the City may submit an invoice or invoices to Lessee for the above mentioned or other fees, assessments or charges due and payable to the City. Such invoice or invoices must be paid by the Lessee with the next annual rent payment, except when earlier payment may be due under applicable ordinance, law, order or regulation.

2.4. Late Payment: If the Lessee fails to pay any rent or any other sum payable to the Lessor under the terms of this Lease when due, then interest at the rate of five percent per annum shall accrue from the date on which the sum became due and payable.

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2.5. Termination: Lessee shall surrender and vacate the Leased premises on the last day of the term of this Lease. Upon termination of the lease, Lessee shall also remove all personal property, equipment from the Leased premises within 14 days. Lessor may retain, destroy, or dispose of any property left on the Leased Premises at the end of the Term.

Article 3. Use and Care of Premises

3.1. The use of the Leased Premises by the Lessee shall be restricted to conducting an inner tube rental operation, together with the activities of selling snacks, non-alcoholic beverages, T-shirts and other items related to river recreation. Use of the Leased Premises for any purpose other than permitted by this Lease without prior written consent of the Lessor shall constitute a default.

3.2. The Lessee shall not place or keep anything on the Leased Premises or use the Leased Premises for any purpose which increases the insurance premium cost or invalidates any insurance policy carried on the Leased Premises without the Lessor's prior written consent. The Lessee agrees that the risk of loss and damage for all property kept, stored or maintained by it within the Leased Premises shall be the Lessee's.

3.3. The Lessee shall not use or permit the use of the Leased Premises in any manner that results in waste of the Leased Premises, or constitutes a nuisance, or violates any statute, ordinance, rule or regulation that applies to the Leased Premises.

3.4. The Lessee shall keep the Leased Premises used by Lessee, neat, clean, and free from dirt and trash at all times.

3.5. The Lessor shall be responsible for cleaning and maintaining the public restrooms in the City Recreation Building to be used by Lessee in connection with its authorized activities according to Lessor's usual and customary cleaning schedules and standards, as determined by Lessor in its sole discretion. Although Lessor has primary responsibility to clean and maintain the restrooms, Lessee agrees to and will clean the restrooms on an as needed basis between the Lessor's regular cleanings. The Lessor shall provide trash bin liners, paper towels, and toilet paper to the Lessee, and the Lessee shall replace these items in the public restrooms as necessary.

3.6. The Lessee shall store all equipment, materials and supplies within the confines of the Leased Premises. Outside storage is specifically prohibited without the advance written consent of the Lessor.

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3.7. Failure to use the Leased Premises for any purpose other than permitted by this Lease shall constitute a default.

3.8. The Lessee shall give prompt notice to the Lessor of any accident on the Leased Premises, and of defects in the Leased Premises of which the Lessee is aware.

3.9. Lessee agrees to allow Lessor to enter the Leased Premises to perform Lessor's obligations, inspect the Leased Premises. When the Premises are not in use by Lessee, the Lessor may conduct activities in the Premises that do not interfere with the Permitted Uses with prior written consent from the Lessee.

Article 4. Maintenance and Repair of Premises

4.1. The Lessee shall keep the Leased Premises in good, clean condition and will maintain the personal property, removable fixtures, and equipment owned or controlled by Lessee in good repair and condition. The Lessee shall comply with all governmental laws, ordinances and regulations that apply to the Leased Premises, at its sole cost and expense. At the expiration of this Lease, the Lessee shall surrender the Leased Premises in good condition, reasonable wear and tear excepted.

4.2. Lessee shall repair and pay for any damage to the Leased Premises caused by negligence of Lessee or Lessee's directors, officers, employees, contractors, agents, invitees or guests. Lessor shall have no obligation to clean, maintain, repair, or replace any portion of the Premises or any alterations made by Lessee, and Lessee accepts the Leased Premises in its "AS IS", "WHERE-IS" condition, with all faults and without any warranty or representation (express or implied) by the Lessor as to the condition of the Leased Premises or its fitness or suitability for any purpose.

4.3. Lessee shall at its sole expense clean, maintain, replace and repair the Leased Premises, including, without limitation, windows, doors, interior walls, floors and floor coverings.

Article 5. Alterations and Fixtures

5.1. The Lessee shall not make any alterations, modifications, additions, or improvements, (including, but not limited to, structural, electrical, plumbing and painting) to the Leased Premises without the prior written consent of Lessor.

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5.2. The Lessee shall ensure that no lien or similar obligation is imposed upon the Leased Premises for any alteration, repair, labor performed or materials furnished to the Leased Premises, and the Lessee shall immediately discharge any lien or charge after the lien occurs or charges become due and payable. The Lessee shall hold harmless, indemnify and defend the Lessor, its officers, agents and employees from and against any claims, demands or suits related to such liens or obligations.

5.3. The Lessee shall not install any exterior lighting, shades or awnings, or any exterior decorations or paintings on the Leased Premises or erect, install or change any signs, window or door lettering, placards, decorations, or advertising media of any type without the prior written approval of the Lessor.

Article 6. Utilities/faxes

6.1. The Lessee shall promptly pay all charges for electricity, telephone service, and other utilities furnished to the Leased Premises. No such utilities shall be connected or installed until the Lessor approves the location and specifications for such connections and installations.

6.2. The Lessor shall not be liable for any interruption or impairment whatsoever in utility services to the Leased Premises.

6.3. The Lessee shall pay when due all taxes and assessments, if any, against the Leased Premises or underlying real property attributable to the Lessee's use of the Leased Premises under this Lease. The Lessee shall pay when due all sales, excise, income and other taxes, if any, levied upon its business operations on the Leased Premises.

Article 7. Insurance and Indemnity

7.1. Insurance: Lessee shall be responsible for providing, at Lessee’s own expense, insurance coverage insuring Lessee’s goods, furniture or property against loss or damage from fire or other causes. Lessee’s coverage shall provide a waiver of subrogation for the benefit of the Lessor.

The Lessee will purchase and maintain in full force and effect during the term of the lease insurance as provided below, proof of which will be in a form acceptable to the Lessor:

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A. Commercial General Liability Insurance in an amount of not less than One Million Dollars ($1,000,000) per occurrence, combined single limit, written on an occurrence form, and an annual aggregate not less than Two Million Dollars ($2,000,000);

B. Commercial Automobile Liability insurance at minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage, written on an occurrence form; and

C. Workers compensation insurance within statutory limits, if applicable.

All of this insurance shall be primary over any other insurance coverage the Lessor may have and shall be written so that the Lessee and the Lessor will be notified in writing at least 30 calendar days in advance in the event of cancellation, restrictive amendment or non-renewal. Commercial general liability and business automobile insurance coverage will be written with the City of Bastrop, Texas as an additional insured and will be endorsed to provide a waiver of the carrier's right of subrogation against the City of Bastrop.

7.2. Approval Before Occupancy: The Lessee will submit certificates of insurance to the Lessor for approval prior to taking occupancy of the Premises.

7.3. Continuing Responsibility: In any event, the Lessee is fully responsible for all losses arising out of, resulting from or connected with operations under this Lease whether or not the losses are covered by insurance. The Lessor's acceptance of insurance certificates that do not comply with these requirements will not release the Lessee from compliance with these provisions.

7.4. Indemnity, Hold Harmless, and Waiver of Claims:

A. TO THE FULLEST EXTENT PERMITTED BY LAW, LESSEE AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF BASTROP, TEXAS, TOGETHER WITH ITS RESPECTIVE OFFICERS, DIRECTORS, FORMER AND PRESENT ELECTED AND APPOINTED OFFICIALS, LEGAL REPRESENTATIVES, AGENTS, SERVANTS, EMPLOYEES (IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES), VOLUNTEERS, SUCCESSORS, AND ASSIGNS (HEREINAFTER COLLECTIVELY *BASTROP*), OF, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEFENSE COSTS, OR LIABILITY OF ANY KIND OR NATURE (COLLECTIVELY REFERRED TO HEREINAFTER AS "CLAIMS") ASSERTED BY ANY PERSON OR ENTITY AGAINST

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BASTROP **WHETHER ARISING OUT OF, TOUCHING UPON OR IN ANY WAY RELATING TO LESSEE'S (OR LESSEE'S CONTRACTORS', SUBCONTRACTORS', AGENTS', EMPLOYEES', SERVANTS', INVITEES', OR LICENSEES') (I) ACTS, ERRORS, OR OMISSIONS, (II) PERFORMANCE OR FAILURE TO PERFORM, (III) GOODS OR SERVICES PROVIDED, (IV) WORK PERFORMED BY, OR ON BEHALF OF LESSEE, OR (V) USE OF THE LEASED PREMISES, RELATIVE TO THIS LEASE, EXCEPT ANY SUCH CLAIMS, DAMAGES, CAUSES OF ACTION, COSTS AND EXPENSES ARISING OUT OF THE SOLE NEGLIGENCE OR WILLFUL ACT OF *BASTROP*, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES.**

B. The Lessee shall use the Leased Premises and use, occupy and store property on the Leased Premises at its own risk, and the Lessee agrees to hold harmless and release the Lessor, and its officers, agents and employees from all claims, suits and actions by the Lessee for loss of life, personal injury or property damage resulting therefrom.

C. In case the Lessor is made a party to any litigation commenced by or against the Lessee that is covered by this paragraph, then the Lessee shall hold the Lessor harmless from and pay all costs and expenses of the Lessor related to the litigation, including the fees of attorneys and expert witnesses.

D. Waiver of Claims. Anything in this Lease to the contrary notwithstanding and the extent permitted by applicable law, Lessee hereby releases and waives all claims, rights of recovery and causes of action that such party or any party claiming by, through, or under such party (including Lessee's insurers), by subrogation or otherwise, may now or hereafter have against Lessor or any of Lessor's directors, officers, employees, contractors or agents for any loss or damage that may occur to the Property, or any of the contents by reason of fire, act of God, the elements, or any other cause, excluding gross negligence or willful misconduct, but including negligence of the Lessor or its directors, officers, employees, or agents, that could have been insured against under the terms of customary fire and extended coverage insurance policies. Lessor shall not be liable to Lessee for any inconvenience or loss to Lessee in connection with any repair, maintenance, damage, destruction, restoration, or replacement referred to in this Lease. Lessor shall not be obligated to insure any of Lessee's goods, furniture, or otherwise be liable for any damage to or destruction of any of the foregoing.

Article 8. Hotel Occupancy Data

Lessee agrees to record at the point of tube rental, in a method and on a form approved by the City Manager of the Lessor: a) the number of tube renters staying in Bastrop hotels, motels, tourist homes, tourist houses, tourist courts, lodging houses, inns, rooming houses, or bed and breakfasts (collectively, "Hotels"); and b) the number of room nights such tube renters are staying in such Hotels.

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Article 9. River Clean Up

The Lessee shall assist in the cleanup of the Bastrop River in and around the area of the City recreation building during City of Bastrop designated river cleanup events.

Article 10. Condemnation

10.01. **Total**: If the whole of the Leased Premises is taken by eminent domain, then this Lease shall terminate as of the date the title vests in the proceeding.

10.2 **Partial:** If a portion of the Leased Premises is taken by eminent domain, and the partial taking renders the remaining portion unsuitable for the business of the Lessee, then this Lease shall terminate. If the partial taking is not extensive enough to render the premises unsuitable for the business of the Lessee, then this Lease shall continue in effect, except that the fixed annual rental shall be reduced and adjusted in an appropriate manner.

10.3 **Rent Payments:** If this Lease is terminated as provided in this section, rent shall be paid up to the date that possession is taken by the condemning authority, and the Lessor shall make an equitable refund of any rent paid by the Lessee in advance.

10.4 **Division of Award:** The Lessor and the Lessee shall each be entitled to receive and retain separate awards, or portions of lump sum awards, as are allocated to their respective interests in the condemnation proceeding. The termination of this Lease under this Paragraph shall not affect the rights of the respective parties to such awards.

Article 11. Damage by Casualty

11.1. The Lessee shall give immediate verbal notice, and prompt written notice to the Lessor of any damage caused to the Leased Premises by fire or other casualty.

11.2. If the Leased Premises are damaged by casualty and can be restored within 30 days, Lessor will, at its expense, restore the Leased Premises to substantially the same condition that existed before the casualty and Lessee will, at its expense, replace any of its damaged furniture, fixtures, and personal property and restore any authorized leasehold improvements installed by Lessee. If Lessor fails or is unable to complete the portion of the restoration for which Lessor is responsible within 30 days from the date of written notification by Lessee to Lessor of the

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casualty, Lessee may terminate this lease by written notice delivered to Lessor before Lessor completes Lessor's restoration obligations.

11.3. To the extent the Premises are untenantable after the casualty, the Rent will be prorated for the period of time that the premises cannot be used by Lessee.

11.4. Any insurance or risk pool coverage against casualty loss which may be carried by either the Lessor or the Lessee shall be under the sole control of the party carrying the insurance or risk pool coverage, and the other party shall have no interest in any proceeds thereof. Lessor and Lessee expressly waive any cause of action or right of recovery which either of them may have against the other for any loss or damage to the Leased Premises or to the contents caused by fire, explosion, or other risk covered by the casualty insurance or risk pool coverage.

Article 12. Assignment and Subletting

Lessee may not assign this Lease or sublet the Leased Premises without prior written consent of the Lessor. Any such unauthorized assignment or subletting shall constitute a default.

Article 13. Events of Default and Remedies

13.1. Default: The following events shall be events of default by the Lessee under this Lease:

A. The Lessee fails to pay when due any rental or any other sums or charges due under this Lease.

B. The Lessee fails to comply with any other term, provision, or covenant of this Lease, and does not cure the failure within 30 days after written notice to the Lessee. For any subsequent default by the Lessee for the same or any other reason, the Lessor may terminate the Lease if that subsequent default continues for more than three days after notice of the subsequent default.

C. The Lessee commences, or another party commences against the Lessee, proceedings in bankruptcy, for reorganization, or for the readjustment or arrangement of its debts under the bankruptcy laws of the United States or under any other law. The acceptance by the Lessor of the Lessee's monthly payments subsequent to the

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occurrence of this event of default, or that set forth in subparagraph E below, shall be as compensation for use and occupancy of the Leased Premises, and shall in no way constitute a waiver by the Lessor of its right to exercise any remedy provided for any event of default.

D. A receiver or trustee is appointed for all or substantially all of the assets of the Lessee.

E. The Lessee abandons or vacates all or any substantial portion of the Leased Premises for more than 30 consecutive days during the periods of conducting its authorized activities under paragraph 3.01.

13.2. Remedies: Upon the occurrence of any of the events of default, the Lessor shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

A. Terminate this Lease. In this event the Lessee shall immediately surrender the Leased Premises to the Lessor, and if the Lessee fails to do so, the Lessor may enter and take possession of the Leased Premises and remove the Lessee and any other person occupying the premises, without prejudice to any other remedy it may have for possession or arrearages in rent, and without being liable for any resulting damages. The Lessee agrees to pay to the Lessor the amount of all resulting costs, losses and damages incurred by the Lessor within 30 days of the Lessor's issuance of a statement to the Lessee.

B. Relet the Leased Premises to any lawfully approved tenant and receive the rent. The Lessee agrees to pay to the Lessor any resulting costs, and any deficiency that may arise by reason of reletting, within 30 days of the Lessor's issuance of a statement to the Lessee.

C. The Lessor's pursuit of any of these remedies will not preclude pursuit of any other remedies provided under this Lease or by law, nor will pursuit of any remedy constitute a waiver of any rent due to the Lessor or of any damages caused to the Lessor by any violation of this Lease by the Lessee. Any failure by the Lessor to enforce a remedy upon an event of default shall not be deemed to constitute a waiver of the default or of the Lessor's right to insist on strict compliance with this Lease.

13.3. Attorney Fees: If it becomes necessary for the Lessor to employ an attorney to enforce or defend any of the Lessor's rights or remedies because of any breach or default by the Lessee

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under this Lease, the Lessee agrees to pay all reasonable attorney's fees incurred by the Lessor, within 30 days of the Lessor's issuance of a statement for the fees to the Lessee.

Article 14. Prohibited Use.

Lessee shall not use or permit any other party to use any part of the Leased Premises for any purpose not authorized in this Lease. Lessee shall not do or permit anything to be done in or about the Leased Premises, or bring or keep or permit anything to be brought to or kept therein, which is prohibited by or which will in any way conflict with City's insurance, any law, statute, ordinance or governmental rule or regulation now in force or hereafter enacted or promulgated. Lessee shall not cause, maintain, or permit any nuisance in, on or about the Leased Premises or commit or suffer to be committed any waste to, in or about the Leased Premises. Lessee additionally agrees that the Leased Premises shall only be used in compliance with this Lease, and in the interest of avoidance of waste. Lessee further agrees that should Lessee for whatever reason allow the Leased Premises to remain in a state of abandonment, the penalty of such shall be rescission of this lease.

Article 15. Landlord's Lien

The Lessee grants to the Lessor a valid first security interest upon all of the Lessee's goods, chattels, furniture, trade fixtures, inventory and other property upon the Leased Premises to secure all rents and other sums due or to become due to the Lessor. The Lessee expressly waives all exemption laws in favor of this security interest; and it is agreed that this express security interest shall be in addition to, and not as a waiver of or substitute for any statutory or other liens of the Lessor. In connection with this security interest, it is agreed that in the event of a breach or default by the Lessee, the Lessor may exercise all rights and remedies provided to a secured party after default under the Uniform Commercial Code ("UCC"), as adopted and amended in Texas, with respect to all such property, including, without limitation, the right to take and retain possession of the property and to sell it at public or private sale, or to use it in any other manner authorized or provided in the UCC. Upon request by the Lessor, the Lessee agrees to execute and deliver UCC Financing Statements to the Lessor from time to time as the Lessor deems necessary to perfect the Lessor's security interest in the property, and proceeds thereof under the provisions of the UCC.

Article 16. Holding Over

If Lessee does not vacate the Leased Premises following termination of this Lease, Lessee will become a tenant at will and must vacate the Premises on receipt of notice from Lessor. No holding over by Lessee, whether with or without the consent of Lessor, will extend the Term. During the period of holding over the Lessee shall be liable for the payment of rent on a

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prorated basis equal to two times the annual rent in effect as of the last lease term before the lease termination date.

Article 17. Mechanic's Liens.

Lessee shall not permit a mechanic's lien or other lien to be placed upon the Leased Premises or the improvements constituting a part thereof.

Article 18. City's Access.

Lessor shall have the right, at all reasonable times during the Term of the Lease or any extension to enter the Leased Premises to inspect the condition thereof, to determine if Lessee is performing its obligations, to cure any defaults of Lessee hereunder that Lessor elects to cure, and to remove any improvements or property placed on the Leased Premises in violation of this Lease.

Article 19. Legal Interpretation and Severability.

Each paragraph and provision hereof is severable from the entire Lease and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect. Any clause or provision of this Lease found to be illegal, invalid, or unenforceable; under the present or future laws effective during the term of this Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable. All obligations of either party requiring any performance after the expiration of the Term shall survive the expiration of the Term and shall be fully enforceable in accordance with those provisions pertaining thereto. Section titles are for convenient reference only and shall not be used to interpret or limit the meaning of any provision of this lease.

Article 20. Miscellaneous

20.1. Words and Phrases: When the singular number is used in this Lease, it will include the plural when appropriate, and the neuter gender will include the feminine and masculine genders when appropriate.

20.2. Amendment: This Lease may be amended only by an instrument in writing signed by both parties.

DRAFT

20.3. Waiver: Either party's failure to insist at any time on the strict performance of any covenant or agreement, or such party's failure to exercise any option, right, power or remedy contained in this Lease, shall not be construed as a waiver or a relinquishment thereof for the future. The waiver of or failure to seek redress for any violation of any term, covenant, or condition contained in this Lease shall not prevent a subsequent act from being a violation. A party shall be considered to have waived a provision of this Lease only if specifically expressed in writing signed by such party. No expressed waiver shall affect any matter other than the one specified in the waiver and only for the time and in the manner specifically stated.

20.4. Force Majeure: Whenever a period of time is prescribed for action to be taken by the Lessor, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes beyond the reasonable control of the Lessor shall be excluded from the computation of any such period of time.

20.5. No Joint Venture: This Lease shall not be construed as creating the relationship of principal and agent or of partnership or of joint venture between the parties. The only relationship between the parties is only that of Lessor and Lessee.

20.6. Law and Venue: The parties agree that the laws of the State of Texas shall govern this Lease and that exclusive venue for enforcement of this Lease shall lie in Bastrop County, Texas.

20.7. Notice: Each notice required or permitted to be given hereunder by one party to the other shall be in writing with a statement therein to the effect that notice is given pursuant to this Lease, and the same shall be given and shall be deemed to have been delivered, served and given if placed in the United States mail. Postage prepaid, by United States registered or certified mail, return receipt requested, addressed to such party at the address provided for such party herein. Wherever any notice is required or permitted under this Lease, the notice shall be in writing and sent by certified mail, return receipt requested, addressed to the respective party at the following addresses. The Lessee shall provide the Lessor with advance written notice of any change in its address.

DRAFT

Lessor:

City of Bastrop
Attention: City Manager
1311 Chestnut Street
P.O. Box 427
Bastrop, Texas 78602

Lessee:

_____
_____
_____

EXECUTED to be effective as of _____, 2020.

[SIGNATURES ON FOLLOWING PAGE]

DRAFT

CITY OF BASTROP

A MUNICIPAL CORPORATION

BY: _____

ATTEST:

_____

CITY SECRETARY

_____

BY: _____

NAME

TITLE

DRAFT


Approx. Limits Of
Lease Tract
Willow St
Farm St
Fisherman's
Park
Fisherman's Park
185'
24'
33'
48'
40'
52'
28'
51'
132'

EXHIBIT "A"

STAFF REPORT

MEETING DATE: February 25, 2020 **AGENDA ITEM**: 10A

TITLE:
City Council shall convene into closed executive session for a briefing pursuant to Texas Government Code Sections 551.071, .72, and .087 regarding legal, real estate, and economic development aspects of possible vendor space at Fisherman's Park.

STAFF REPRESENTATIVE:
Trey Job, Acting City Manager

STAFF REPORT

MEETING DATE: February 25, 2020 **AGENDA ITEM**: 10B

TITLE:
Pursuant to Texas Government Code Sections 551.071 and 551.074, consultation with attorney regarding personnel matters involving recruitment for Interim City Manager, and for City Manager, including engagement of search firms.

STAFF REPRESENTATIVE:
Trey Job, Acting City Manager

STAFF REPORT

MEETING DATE: February 25, 2020 **AGENDA ITEM**: 11

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

STAFF REPRESENTATIVE:
Trey Job, Acting City Manager