

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



September 29, 2026
Special City Council Meeting at 5:30 PM

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

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

PLEASE NOTE: ANYONE IN ATTENDANCE WISHING TO ADDRESS THE COUNCIL MUST COMPLETE A CITIZEN COMMENT FORM AND GIVE THE COMPLETED FORM TO THE CITY SECRETARY PRIOR TO THE START OF THE CITY COUNCIL MEETING. ALTERNATELY, IF YOU ARE UNABLE TO ATTEND THE COUNCIL MEETING, YOU MAY COMPLETE A CITIZEN COMMENT FORM WITH YOUR COMMENTS AT CITYOFBASTROP.ORG/CITIZENCOMMENT AT LEAST TWO HOURS BEFORE THE MEETING STARTS ON THE REQUESTED DATE. COMMENTS SUBMITTED BY THIS TIME WILL BE GIVEN TO THE CITY COUNCIL DURING THE MEETING AND INCLUDED IN THE PUBLIC RECORD, BUT NOT READ ALOUD. COMMENTS FROM EACH INDIVIDUAL IN ATTENDANCE WILL BE LIMITED TO THREE (3) MINUTES.

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**

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

- 3. INVOCATION**
- 4. CITIZEN COMMENTS**

At this time, three (3) minute comments will be taken from the audience on any topic. Anyone in attendance wishing to address the Board/Commission must complete a citizen comment form and give the completed form to the Board/Commission Secretary prior to the start of the Board/Commission meeting. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, the Board/Commission cannot

discuss issues raised or make any decision at this time. Instead, the Board/Commission 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 the City Manager for research and possible future action. Profanity, physical or other threats are not allowed and may subject the speaker to loss of the time for comment, and if disruptive to the conduct of business, could result in removal of the speaker. Speakers will be asked to indicate whether they are a resident or non-resident of the City of Bastrop.

5. WORKSHOP

- 5A. Discuss opportunities to support and promote live music within the City of Bastrop, including potential City initiatives, partnerships, events, venues, and other strategies that may encourage a vibrant local music community and enhance opportunities for residents, visitors, and local businesses.

6. ITEMS FOR INDIVIDUAL CONSIDERATION

- 6A. Consider and act on Resolution R-2026-137, approving a professional services contract with The Goodman Corporation for the Blakey Lane Extension project for a not-to-exceed amount of Five Hundred Forty Thousand, Forty-Five Dollars and Zero Cents (\$540,045.00), as attached in Exhibit A; and receive direction regarding the design of the Blakey Lane extension project.

Submitted by: Andres Rosales, Assistant City Manager

- 6B. Consider and act on Resolution No. R-2026-139 of the City Council of the City of Bastrop, supporting legislation to allow a property owner to remove its property from an emergency services district where a municipality can provide an equal or better level of fire and emergency service at a lower tax rate; approving a joint letter to members of the Texas Legislature in support of such legislation; authorizing the Mayor and Council Members to sign the letter; and providing for an effective date.

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

7. ADJOURNMENT

All items on the agenda are eligible for discussion and action unless specifically stated otherwise.

The Bastrop City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.087 (Economic Development), and §551.086 (Competitive Matters regarding Electric Utility).

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: September 23, 2026 at 6:30 p.m. and remained posted for at least two hours after said meeting was convened.

/s/ Michael Muscarello
Michael Muscarello, TRMC, CMC, CPM
City Secretary



STAFF REPORT

MEETING DATE: September 22, 2026

TITLE:

Consider and act on Resolution R-2026-137, approving a professional services contract with The Goodman Corporation for the Blakey Lane Extension project for a not-to-exceed amount of Five Hundred Forty Thousand, Forty-Five Dollars and Zero Cents (\$540,045.00); as attached in Exhibit A.

AGENDA ITEM SUBMITTED BY:

Andres Rosales, Assistant City Manager

BACKGROUND/HISTORY:

The City of Bastrop proposes improvements to Blakey Lane, Reed Way, and Jessica Place to improve connectivity, roadway operations, pedestrian safety, and access within the area.

Task Order #2 with The Goodman Corporation (TGC) provides professional engineering services for the project. The proposed improvements include extending Blakey Lane to connect Ed Burleson Lane to Old Austin Highway, constructing a roundabout at Reed Way and Old Austin Highway, and providing an acceleration lane on the SH 71 westbound frontage road. Improvements to Jessica Place will include sidewalks, landscaping, signage and pavement markings, illumination, and pedestrian crossing improvements.

Water and wastewater improvements are being constructed separately and are anticipated to be completed prior to bidding of the roadway project.

SCOPE OF SERVICES

TGC's scope includes:

- Project management and coordination;
- Roadway, pedestrian, drainage, lighting, signage, and striping design;
- Preparation of 60%, 90%, and 100% construction documents;
- Coordination with TxDOT regarding SH 71 frontage road improvements;
- Bid-phase services, including preparation of bid documents, pre-bid meeting, contractor questions, addenda, bid opening, and bid award recommendation; and

- Construction-phase services, including submittal and RFI review, change-order review, site visits, progress meetings, materials testing coordination, and substantial/final completion walkthroughs. Landscape architecture services for Jessica Place will include tree planting, irrigation, and landscape lighting design.

PROJECT SCHEDULE

Design is anticipated to take approximately 12 months. The bidding and construction schedules will be established following completion and approval of the design plans.

FISCAL IMPACT:

FY27 Annual Capital Improvement Plan Budget in an amount not to exceed \$540,045.00.

RECOMMENDATION:

Approve a professional services contract with The Goodman Corporation for the Blakey Lane Extension project for a not-to-exceed amount of Five Hundred Forty Thousand, Forty-Five Dollars and Zero Cents (\$540,045.00); authorizing the City Manager to execute all necessary documents; providing a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Exhibit A: Resolution No R-2026-137
- Exhibit B: Task Order for Blakey
- Exhibit C: MSA for The Goodman Corporation

RESOLUTION NO. R-2026-137

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A PROFESSIONAL SERVICES CONTRACT WITH THE GOODMAN CORPORATION FOR THE BLAKEY LANE EXTENSION PROJECT FOR A NOT-TO-EXCEED AMOUNT OF FIVE HUNDRED FORTY THOUSAND, FORTY-FIVE DOLLARS AND ZERO CENTS (\$540,045.00); AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING 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 of Bastrop understands that the Blakey Lane extension will provide an alternate route, adding street connectivity, and improving levels of service; and

WHEREAS, the City is interested in extending Blakey Lane east, connecting the extension to the south to Jessica Place and Old Austin/Hwy 71; and

WHEREAS, the City of Bastrop chooses to approve the attached contract for professional services with Dial Development Services as shown in the attached agreement; and

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

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

Section 1: That the City Manager is hereby authorized to execute the professional services contract with The Goodman Corporation for a not-to-exceed amount of \$540,045.00.

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: Should any part of this resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby severable.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 29th day of September 2026.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, TRMC, CMC, CPM
City Secretary

APPROVED AS TO FORM:

City Attorney
Denton Navarro Rocha Bernal & Zech, P.C.



Task Order #2: Blakey Lane, Reed Way, and Jessica Place Design

Exhibit A-2 – Scope of Services

September 2026

The Goodman Corporation (the “Contractor” or “TGC”) is pleased to submit this proposal to the City of Bastrop (the “City”) as Task Order #2 under the Professional Engineering Services Contract dates September 22, 2026 for the Blakey Lane, Reed Way, and Jessica Place design. This project is intended to extend Blakey to connect Ed Burleson Lane to Old Austin Highway. The project requires a roundabout to be constructed at Reed Way and Old Austin Highway and an acceleration lane on SH 71 Westbound Frontage Road. In addition, with the connection of Reed Way at Jessica Place, sidewalk, landscape, signs and markings, illumination, and pedestrian crossing improvements are included in the project to improve safety. **Water and wastewater utilities are being constructed separately and are anticipated to be complete before bidding this roadway project.**



Figure 1 – Project Limits

The project to be developed includes the extensions of Blakey Lane from west of Settlement Drive to Old Austin Highway, including a roundabout at Old Austin Highway (in blue). The western connection point of Blakey Lane will tie into another piece of Blakey Lane being built by the developer of Burleson Crossing East (in yellow), to be completed prior to bidding of this roadway project. This scope includes making improvements to SH 71 frontage road as an acceleration lanes to tie into a proposed right turn deceleration lane associated with Reed Ranch development (in green). Safety improvements to Jessica place are included (in red) to add sidewalks, lighting, landscaping and crossings for students from Bastrop Middle School to the neighborhood the north.

Scope of Services

The Scope of Services for Blakey Lane includes the preparation of plans, specifications, cost estimates, project bidding, and construction phase services.

Task 1. Project Management

TGC will be responsible for ensuring communication leading to the production of project deliverables. Project management services include:

- Lead monthly project coordination meetings/conference calls
- Meetings and minutes
- Maintaining an up to date project schedule with progress on milestones and managing the critical path items in each phase of the project (design, bid, construction)
- Invoicing and progress reports
- Prepare up to two (2) presentations for updates on the project to City Council, boards, or commissions
- Coordination with City, public, affected landowners, and adjacent construction projects as needed

Deliverables: Monthly progress reports, monthly meeting agendas and minutes, up to two (2) presentations, project schedule

Task 2. Roadway Design & Plan Production

TGC will design and prepare construction documents and technical specifications in conformance with the City of Bastrop Public Works Department standards, with the exception of improvements to the SH 71 frontage road, which will be in conformance with TxDOT standards. The design plans will include at minimum a title sheet, sheet index, general notes, sidewalk layout sheets, roadway plan and profile sheets, driveway plan and profile sheets, drainage plan and profile sheets, roadway cross sections, street lighting layout sheets, roadway typical sections, signs and striping plans, storm water pollution prevention plan (SWPPP) sheets, and corresponding details. It is assumed that design plans will be submitted for 60%, 90%, and 100% submittals with review and comment by City staff provided prior to bidding for construction. This proposal assumes that TGC will assist the City in any agreements with TxDOT regarding improvements to the SH 71 frontage road and that reviews will be performed jointly by the City and TxDOT at 60%, 90%, and 100% plan

submittals with the project being let by the City. **Right of way or easement acquisition from the Club Car Wash property or other locations is assumed to be handled by the City.** Private utility coordination will be performed on the Jessica Place, Old Austin Highway, and SH 71 WBFR portions of the project limits only, as new alignment sections have no known private utilities.

The data collection for the design will consist of activities required to assess the existing conditions of the project site and existing infrastructure. Activities include but are not limited to:

- Site visit assessments
- Identifying the drainage and collection systems
- Obtaining drainage model information if available
- Obtain and reviewing as-built drawings for the water and sewer lines along the project alignment and adjacent roadway segment being built by a developer west of Settlement
- Collecting public/private utility information
- Review and confirmation of surveyed easement and right of way information (provided by the City or via subconsultant);
- Review geotechnical studies (provided by the City or past consultants)

Horizontal and vertical design of the roadway, pedestrian facilities, street lighting, and drainage systems will consider results of the activities performed in the data collection. Design shall conform to adjacent elevations with the submittal of cross-sections, profiles, and other pertinent information. It is anticipated that the design will collaborate with the plans for adjacent development within the Reed Ranch development bounding the project on the southern side of the existing right-of-way for Blakey Lane and any modifications to the club car wash property north and east of proposed Blakey Lane.

For Jessica place safety improvements, surveying services will be performed via subconsultant (McGray & McGray) in the red polygon area of Figure 1 as follows:

- Establish at least two (2) benchmarks within the project limits
- Topographic survey with sufficient points to generate 1-foot contours
- Location and elevation of visible utilities
- Approximate right-of-way based on property corners
- Trees 8 inches and larger measured identified and tagged with a point number
- QL-D (Record Research) Subsurface Utility Engineering to identify underground utilities

For Jessica place safety improvements, landscape architecture services will be performed via subconsultant (AtkinsRealis) in the red polygon area of Figure 1 as follows:

- Landscaping design to include placement of new trees
- Irrigation design
- Landscape Lighting Location and fixture selection
- Electrical plans for street lighting (by TGC)

Design plans shall be computer generated using AutoCAD Civil 3D or OpenRoads software. Design plan size and format shall be in accordance with the City of Bastrop and TxDOT requirements. A detailed quantity takeoff summary will be submitted at all review submittals. Quality Assurance / Quality Control of all deliverables for each submittal will be provided.

Deliverable: Construction documents, specifications, cost estimates (60%, 90%, and 100%)

Additional Services: Geotechnical investigation, right-of-way or easement acquisition, private utility relocation design

Task 3. Bid Phase

A project manual with contract documentation for construction will be prepared for the project. **It is assumed that improvements in the TxDOT Right-of-Way will be performed along with City improvements in one bid, via an agreement where the City agrees to pay 100% of the project costs.** Specifications and bid forms will be prepared by TGC to assist the City of Bastrop's procurement department in the Invitation for Bid (IFB). TGC will prepare a bid notice for publication in local newspapers and posting in CivCast. The City of Bastrop will be responsible for the advertisement of the contract documents on the City's website. TGC will conduct and lead a pre-bid meeting, respond to contractor's questions, and provide clarification through the preparation and issuance of an addenda. TGC will also conduct a bid opening and tabulate and read bids aloud after the submittal deadline to determine the apparent low bidder. TGC will evaluate submitted bids and provide a recommendation of bid award based on lowest qualified bidder.

Deliverable: Project manual including contract documents, bid forms, and specifications; bid notice publication; and bid award recommendations

Excluded tasks: Advertisement on City websites

Task 4. Construction Phase

Upon completion of Task 3, TGC will ensure that all construction documents are prepared and executed in a manner that will comply with all federal, local and state requirements. TGC will complete the following task and activities, assuming a 10-month construction duration:

- Facilitation of a pre-construction meeting
- Review and approve project submittals, RFIs, and change order requests to include
- Review and approve any change orders, to be coordinated with the City
- Perform two (2) site visits per month
- Complete one (1) substantial completion walkthrough and one (1) final completion walkthrough
- Coordinate with RAS Specialist to facilitate a TDLR site inspection
- Facilitate involvement of materials testing for the construction of the project, assumed to be provided by the City or contractor
- TGC will monitor and review construction phase material testing work
- As-builts will be developed if requested from the City

The City of Bastrop or the construction Contractor will be responsible for the materials testing of the construction project. TDLR review and inspection fees will be expensed at cost.

Deliverable: Bi-weekly progress meetings, review and approve contractor pay request, provide responses to RFI's, review change orders proposals, perform site visits, review testing work, and perform substantial/final completion walkthroughs

Excluded tasks: Materials testing

Project Schedule

The project will be completed at a mutually agreeable schedule between the City and TGC. It is anticipated that Design will take approximately 12 months to complete. After completion of approved plans, the bid schedule and construction schedule will be dependent on the City and Contractor, with TGC working to expeditiously respond to all needs as they arise.

Months																				
Task	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20+
1																				
2																				
3																				
4																				

Project Budget

Progress payments will be provided monthly per the table below. Invoices, including progress reports, will be provided each month. The costs within this scope are inclusive of all direct and indirect costs (e.g. travel, overhead, printing).

Task	Description	Cost
1	Project Management	\$35,423
2	Roadway Design & Plan Production	\$434,394
3	Bid Phase	\$21,972
4	Construction Phase	\$48,255
	Total Authorized	\$540,045

Level of Effort

Detailed cost exhibit attached.

Accepted for City of Bastrop, Texas

Signature

Date

Print**Accepted for The Goodman Corporation**

September 23, 2026

Signature

Date

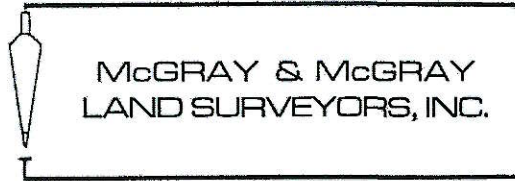
Jim Webb, AICP

Print

Blakey Lane Design

Tasks		Engineer Associate II	Engineer Associate III	Engineer Senior Associate II	Engineer Principal II	Total Hours	Labor Cost	Survey (McGray & McGray)	Landscape (AtkinsRealis)	TDLR	Mileage and Printing	Total Task Fee
Task 1	Project Management	-	-	40	100	140	\$35,423	-	-	-	-	\$35,423
Task 2	Roadway Design & Plan Production	480	1200	400	228	2,308	\$393,652	\$26,942	\$13,000	\$500	\$300	\$434,394
Task 3	Bid Phase	-	-	48	38	86	\$20,372	-	\$1,600	-	-	\$21,972
Task 4	Construction Phase	-	60	60	88	208	\$45,755	-	\$1,200	\$1,000	\$300	\$48,255
Total Hours		480	1,260	548	454	2,742						
Contract Labor Rate		\$126	\$156	\$211	\$270							
Total Cost - Per Category		\$60,678	\$196,499	\$115,470	\$122,556		\$495,203	\$26,942	\$15,800	\$1,500	\$600	\$540,045

Sub Totals	
Subtotal:	
Labor Cost	\$495,203
Subtotal:	
Sub-Contractor(s)	\$42,742
Subtotal:	
Other Direct Expenses	\$2,100
Total Fee	\$540,045



September 11, 2026

Jake Gutekunst, P.E., AICP
The Goodman Corporation
7800 Shoal Creek Blvd., Suite 130W
Austin, Texas 78757
(713) 714-3554

VIA EMAIL:
jgutekunst@thegoodmancorp.com

RE: Proposal for Surveying Services for a portion of Jessica Place, Bastrop, Texas.

Dear Mr. Gutekunst:

We appreciate the opportunity to present you with this proposal for the above-mentioned project. The following represents our understanding of the area to survey and scope of services. Our fee proposal follows.

Limits of Survey Area:

- a. Jessica Place from Schaefer Blvd. west to it's current termination as highlighted on Exhibit "A", attached.

Survey Control:

- All survey information shall be tied to and developed in Grid Coordinates, Texas State Plane Coordinate System NAD 83/2011 – EPOCH 2010, Central Zone, US Survey Feet Units; Vertical Datum shall be NAVD88 – GEOID12B. A Grid to Surface Scale factor will be noted.

Design/Topographic Surveying Services:

1. Establish at least two (2) benchmarks onsite within the project limits.
2. Perform a topographic survey within the limits shown on Exhibit "A", with sufficient points to generate 1-foot contours intervals.
3. The survey will also include locations of physical features that may be affected by construction, including sidewalks, driveways, crosswalks, roadways, fences, walls, signs, mailboxes, planters, sheds, rock outcroppings, curbs (back of curb and lip), and structures within the survey limits.

4. Provide the location and elevation of any visible utilities including lighting poles, traffic signals, storm drain outfalls, wastewater structures, manholes, culverts, pipe crossings, concrete pipe encasements, cleanouts, power poles, fire hydrants, water meters and water valve nut elevations will only be reported if the nut is clearly visible (note: water valves nut elevations will not be provided if a valve extension bar is present).
5. We will find sufficient property corners to allow us to graphically depict the approximate location of the right-of-way lines. *This service does not include a right-of-way boundary survey or the investigation into proposed right-of-way widening of the streets within this project.*
6. Trees 8-inches and larger in diameter shall be measured, identified and tagged with a point number.

Fees:

Design Survey (Non-taxable):

2 Man Crew:	54 hrs @	\$220.00 /hr.= \$	11,880.00
Field Coordinator:	4 hrs @	\$94.20 /hr.= \$	376.80
Sr. Survey Tech:	60 hrs @	\$119.14 /hr.= \$	7,148.40
Survey Tech:	60 hrs @	\$98.36 /hr.= \$	5,901.60
RPLS:	6 hrs @	\$193.95 /hr.= \$	1,163.70
Project Manager:	2 hrs @	\$235.51 /hr.= \$	471.02
TOTAL = \$			26,941.52

We will schedule the work upon being provided a written notice-to-proceed.

Additional Services Upon Request:

Subsurface Utility Engineering (S.U.E.):

- a. Per your request, our S.U.E. provider to supply **QL-D (Record Research)**, for the area within the survey limits, for a cost of **\$8,720.34**. Their proposal is attached.

Mr. Guteku
September 11, 2026
Page 3 of 3

Once we receive notice-to-proceed, we will visit with you to establish a schedule for this project.

Thank you for including us on this project. We look forward to the opportunity to work with you. If you think we have omitted any service you require or misinterpreted your request, please let me or Joe Webber know.

Sincerely,



Chris I. Conrad, RPLS
Vice President
TBPELS Firm #10095500

Authorized to Proceed by:

Signature

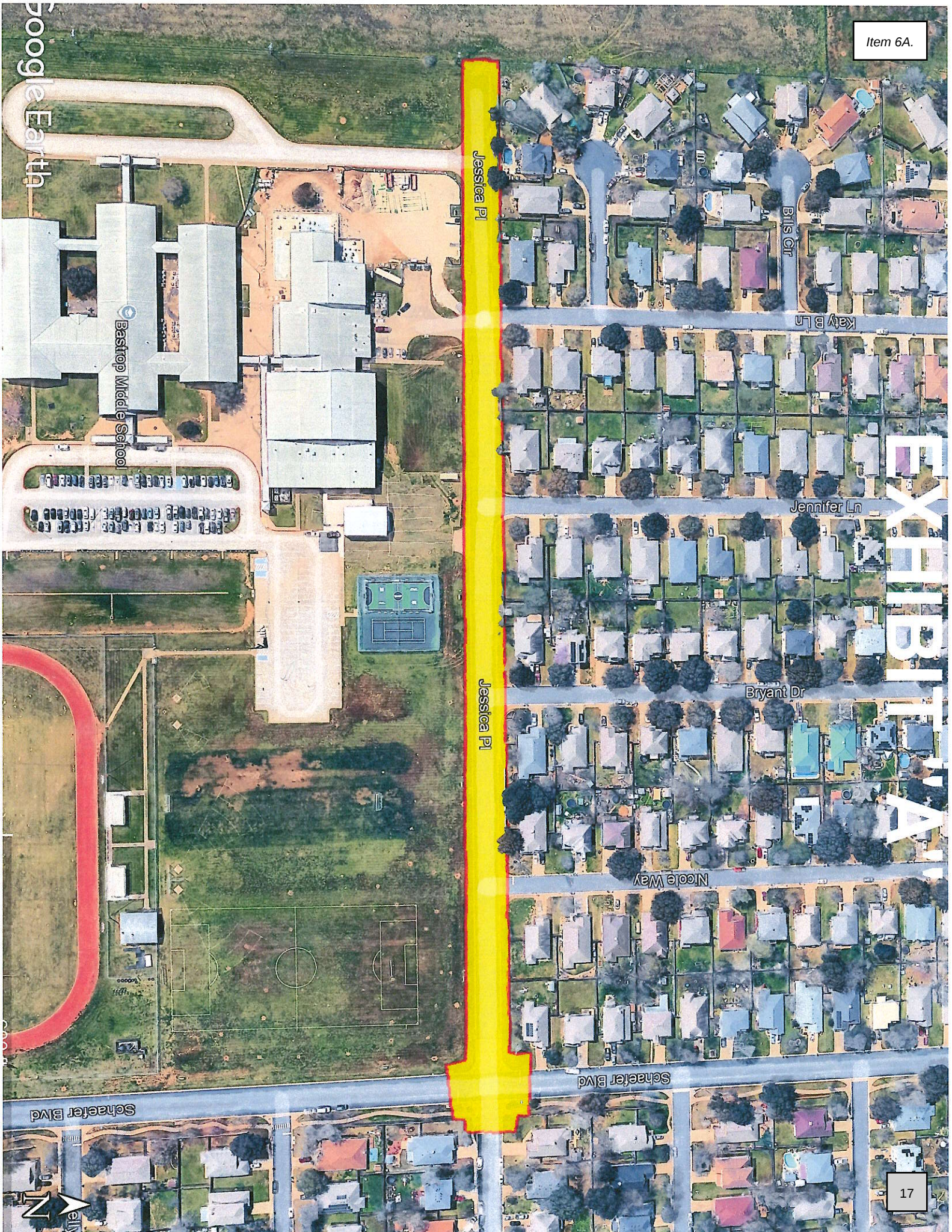
Date

Print Name

Title

CIC:JDW:co
Encl.

EXHIBIT A



Google Earth



September 11, 2026

Joe Webber, RPLS, PLS
McGray & McGray Land Surveyors, Inc.
3301 Hancock Drive, Suite 6
Austin, Texas 78731
512-451-8591
JoeW@McGray.com

**RE: Subsurface Utility Engineering
City of Bastrop Jessica Place
Bastrop, Texas**

Dear Mr. Webber:

The Rios Group, Inc. (TRG) is pleased to submit a cost proposal for Subsurface Utility Engineering (SUE) for the above-referenced project. This proposal is based on information provided via email on September 10, 2026.

Introduction

TRG will perform SUE services for this project in general accordance with the recommended practices and procedures described in ASCE publication ASCE/UESI/CI 38-22 "Standard Guideline for Investigating and Documenting Existing Utilities". SUE Quality Level definitions and data limitations are included in Exhibit C, attached to this proposal.

Scope of Work

Based on information provided by McGray & McGray (Client), TRG has developed a proposed scope for SUE services on this project. This scope may be modified, with Client and TRG concurrence, during the performance of work if warranted by changing or unexpected field conditions.

The scope of this proposal includes QLD SUE services.

In general, QLD SUE services are requested within the limits of the Jessica Place project as outlined in red and shaded in yellow on Exhibit B, attached to this proposal. TRG has made the following assumptions for the QLD SUE Services on this project:

- Any necessary Right-Of-Entry (ROE) permits and access to the site will be provided by the Client prior to the start of field work.
- TRG will perform records research and acquire available existing utility records within the project limits. This will include contacting the applicable One Call agency and associated utility owners/municipalities to request records and reviewing available utility record information obtained.

575 Round Rock West Drive, Building K, Suite 400 | Round Rock, TX 78681 | Phone: 512.580.5440

Subsurface Utility Engineering | Utility Coordination

- TRG will depict the following utilities based on available utility records: potable water, reclaimed water, chilled water, natural gas/crude oil/refined product pipelines, communication duct banks, fiber optic, cable television, telephone, electric, traffic signal cables, street lighting, TxDOT CTMS cables, wastewater, and storm. Additionally, TRG will attempt to depict utility service lines, however, because these lines are often not shown on records TRG cannot guarantee all service lines will be included in the final deliverables.
- TRG will complete a field site visit to visually identify potential utilities within the project limits and confirm information obtained in utility records.
- The following facilities/items are specifically excluded from the scope of work of this proposal: private service lines, irrigation lines, detailed vault investigations, utility designating, overhead utilities, inverts of wastewater and storm drain and electronic depth readings.

The survey of above ground utility features is not included in this scope of work. It is assumed that the Client will provide utility appurtenance survey data and planimetric survey files for use in preparing the final deliverables.

Deliverables

TRG will provide the following as a final deliverable to the Client:

- A utility file in CAD format depicting all SUE data documented on the project. The Client will provide TRG with any necessary background files for use in completing the final deliverables.
- 11" x 17" SUE Plan Sheets depicting all SUE data documented on the project. These plans will be signed and sealed by a Professional Engineer and delivered to the Client in electronic PDF form.
- A Utility Report containing metadata (e.g. scope of work, work limits, dates of performance, survey control, etc.), information about the Utility Investigation not otherwise conveyed in other project deliverables, and recommendations to address data deficiencies.

Schedule

TRG can begin utility records research work immediately upon receiving Notice-To-Proceed (NTP). TRG estimates that the QLD SUE work can be completed in thirty-five (35) working days broken down as follows:

- Records Research – 15 days
- QLD field reconnaissance – 2 days (concurrent with records research)
- QLD deliverable preparation – 20 days

City of Bastrop Jessica Place
September 11, 2026
Page 3 of 3

Estimated Fee

The Time & Materials fee to complete the work described herein is not-to-exceed **Eight Thousand Seven Hundred Twenty Dollars and 34/100 (\$8,720.34)**. An itemized breakdown of cost is provided in Exhibit A. Please note that these pricings are based on estimated quantities, and that only actual quantities will be invoiced – up to the total Contract amount.

We look forward to working with you on this project. If there are any questions, please do not hesitate to call at 512.580.5440.

Respectfully,

The Rios Group, Inc.



Robby Hub
Austin Branch Manager



Estimate for Subsurface Utility Engineering
City of Bastrop Jessica Place
Bastrop, Texas

EXHIBIT A

Hourly Office Labor	<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
Supervisory Engineer	\$ 217.99	2	HR	\$ 435.98
Senior SUE Project Manager	\$ 212.06	2	HR	\$ 424.12
SUE Project Manager	\$ 174.48	4	HR	\$ 697.92
Professional Engineer	\$ 187.56		HR	\$ -
Assistant Project Manager	\$ 122.33	8	HR	\$ 978.64
Engineer in Training	\$ 125.33		HR	\$ -
CADD Technician	\$ 88.24	32	HR	\$ 2,823.68
Senior CADD Technician	\$ 111.80		HR	\$ -
Engineering Technician	\$ 70.53		HR	\$ -
Field Manager	\$ 137.32		HR	\$ -
Administrative Specialist	\$ 80.78		HR	\$ -
Sub-Total				\$ 5,360.34
QL"D" SUE Field Recon	<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
One Designating Person	\$ 168.00	20	HR	\$ 3,360.00
Two Person Designating Crew	\$ 262.00	0	HR	\$ -
Sub-Total				\$ 3,360.00
Total Estimated Cost				\$ 8,720.34



Item 6A.

Schaefer Blvd

Schaefer Blvd

Nicole Way

Bryant Dr

Jennifer Ln

Katy B Ln

Bills Cir

Jessica Pl

Jessica Pl

Bastrop Middle School

600 ft



EXHIBIT C DEFINITIONS & DATA LIMITATIONS

Subsurface Utility Engineering (SUE) Quality Level Definitions

The Rios Group (TRG) performs SUE services in general accordance with the recommended practices and procedures described in ASCE publication ASCE/UESI/CI 38-22 “Standard Guideline for Investigating and Documenting Existing Utilities”. The core aspect of this standard is affixing a professionally judged value (a Utility Quality Level) to buried and hidden Utility Segments and Utility Features that identify the reliability and nonquantifiable locational uncertainty of documented Utility infrastructure data. The four quality levels, as defined in the standard, are:

- **Utility Quality Level D (QLD)** – A value assigned to a Utility Segment or Utility Feature not visible at the ground surface whose estimated position is judged through Utility records, information from others, or from visual clues such as pavement cuts, obvious trenches, or existence of service.

A QLD data attribute is assigned to a Utility Segment or Utility Feature after review and compilation of existing records, oral recollections, One-Call or “private-locate” markings, managed data repositories, context with other achieved Utility Quality Levels, and/or other evidence of existence. QLD data is more uncertain than QLC, QLB, and QLA. QLD data is less uncertain than utilities documented without any Utility Quality Level barring a Professional’s statement of fact to the contrary.

- **Utility Quality Level C (QLC)** – A value assigned to a Utility Segment not visible at the ground surface whose estimated position is judged through correlating Utility records or similar evidence to Utility Features, visible aboveground and/or underground. The Utility Anchor Point on the Utility Features shall be tied to the Project Survey Datum with an accuracy of 0.2 ft (60 mm) horizontal.

A QLC value judgement is assigned to a Utility Segment by using visible Utility Features to approximate the position of a Utility Segment between or in proximity to the visible Utility Features and in context with other achieved Utility Quality Levels. QLC only pertains to the underground Utility Segment(s), not the Utility Feature(s). QLC data is more certain than QLD and is more uncertain than QLB and QLA

- **Utility Quality Level B (QLB)** – A value assigned to a Utility Segment or Subsurface Utility Feature whose existence and horizontal position is based on Geophysical Methods combined with professional judgement and whose location is tied to the Project Survey Datum.

A QLB value is assigned to a Utility Segment when the following conditions are met: (1) the Utility Segment was detected through the application of appropriate Geophysical Methods; (2) the geophysical signal was judged to be reliable. (3) the interpreted position was judged based on knowledge and use of geophysical science, Utility design and installation practices, available records, visual features, and influence of site conditions; and (4) the source Designation has been tied to the Project Survey Datum with an accuracy of 0.2 ft (60mm) horizontally. QLB is more uncertain than QLA and more certain than QLC or QLD.

- **Utility Quality Level A (QLA)** – A value assigned to that portion (x-, y-, and z-geometry) of a Utility Segment or subsurface Utility Feature that is directly exposed and measured and whose location and dimensions are tied to the Project Survey Datum. The Utility Segment or subsurface Utility Feature shall be tied to Project Survey Datum with an accuracy of 0.1 ft (30 mm) vertical and to 0.2 ft (60 mm) horizontal for measurements of the outside limits of the Utility Feature or Utility Segment that is exposed.

Other measurable, observable, and judged Utility Attributes are also recorded. If obtained by means of a Test Hole observation, a verification effort is made, and professional judgement is used to assert that the exposed infrastructure is indeed the sought target. The assignment of QLA conveys the lowest level of relative (nonquantifiable) uncertainty of measurable and judged Attributes and locations. QLA is more certain than QLB, QLC, or QLD.

Acronyms and Special Definitions

3D	three-dimensional
CAD	Computer-Aided Design
EOI	End of Information
GIS	geographic information system
GPR	ground penetrating radar
ROE	Right of Entry
ROW	Right of Way
SAF	Surface Adjustment Factor

Anchor Point: A defined point on a Utility Feature or a Utility Segment. (ASCE 38-22)

Attribute: A defined characteristic of a Utility Feature, Utility Segment, or of a singular point on a Utility Feature or Utility Segment. (ASCE 38-22)

Deliverable: The sealed results from a Subsurface Utility Engineering investigation that typically includes a Utility Report, Utility Drawings, and other relevant Utility data for inclusion in digital or paper formats, and/or within databases and/or three-dimensional models. (ASCE 38-22)

Designating: The application and interpretation of shallow earth Geophysical Methods to infer (with or without surface markings) the existence and the approximate horizontal position and,

when possible and part of the Scope of Work, Depth of a subsurface Utility Segment and/or Utility Feature. (ASCE 38-22)

Electronic Depth (ED): Depth obtained by electromagnetic receiver that has a varying level of accuracy based on many factors including soil conditions, connection type, overhead interference, etc. ED reports to the center of the induced magnetic field.

Encasement: A structure that encloses and protects utility facilities and surrounding infrastructure, environment, and the public. E.G. Concrete cap, casing pipe, tile, ducts, tunnel.

Geophysical Method: Application of an established shallow-earth Geophysical Method (such as seismic, acoustic, gravitational, magnetic, electrical, and electromagnetic) to observe the physical response of the subsurface Utility infrastructure and cultural features, as well as anomalies within those responses. (ASCE 38-22)

Locating: The process of exposing and verifying a Utility for purposes of determining its function, type, position, outside dimensions, and other observable Attributes at its exposed points. (ASCE 38-22)

Low Wire Sag: Lowest elevation on the lowest wire at a crossing overhead utility.

Overhead attachment point: Elevation where overhead line is attached to above ground structure such as a pole.

Subsurface Utility Engineering (SUE): The specialty practice of civil engineering's Utility Engineering branch that includes the investigation, analysis, judgment, and documentation of existing Utility networks. (ASCE 38-22)

Test Hole: A small, limited excavation, made to determine, measure, and record data about a buried Utility Segment or Utility Feature. (ASCE 38-22)

Utility: A privately, publicly, or cooperatively owned pipeline, cable(s), and/or conduits, facility, or system for producing, transmitting, or distributing communications, traffic control cables and structures, cable television, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, stormwater, or any other similar commodity, including any fire or police signal system or street lighting system. The term Utility shall also mean the Utility owner/operator inclusive of any wholly owned or controlled subsidiary. (ASCE 38-22)

Utility Feature: A physical component of a Utility. Examples include valves, hydrants, reducers, switches, thrust blocks, vaults, and transformers. (ASCE 38-22)

Utility Investigation: Any or all of a variety of office and field activities undertaken to understand and document the existence of, location, and Attributes of existing Utility facilities within the project limits. (ASCE 38-22)

Utility Quality Level: The value, assigned by the Professional, of a Utility Segment or subsurface Utility Feature that identifies the relative (nonquantifiable) uncertainty of a Utility Segment's or subsurface Utility Feature's existence and actual location to that of its documented location. (ASCE 38-22)

Utility Report: A report or sufficient notes contained within a Utility Drawing, sealed by a Professional, that (1) contains information about the Utility Investigation that might otherwise not be conveyed, (2) assists the end user in understanding the subsurface Utility landscape and risks, (3) provides recommendations to address data deficiencies, and (4) complements the Utility Drawing Deliverables. (ASCE 38-22)

Utility Segment: A continuous portion of a Utility for which the Utility Quality Level is constant, and the Attributes, other than Depth, are substantially identical. (ASCE 38-22)

Vault: A concrete box underground that is used for utility purpose.

General Data Limitations

SUE services are performed in accordance with ASCE/UESI/CI 38-22 guideline, generally accepted engineering principles and practices at the time of service. However, a possibility exists that abandoned, forgotten, non-detectable, undocumented, or newly installed utilities may not get mapped using standard records research and surface geophysical survey procedures. While the ASCE 38-22 standard guidelines mitigate these issues, utilities possessing characteristics mentioned below can be missed while following standard Utility Designating and Locating procedures:

1. Utilities lacking apparent available records and without apparent surface features.
2. Utilities with record information which is illegible, misleading, or incomplete.
3. Utilities which are inaccurately reported or inaccurately represented by the utility owner as being a significant distance from the true position.
4. Abandoned utilities without apparent surface features.
5. Utilities buried excessively deep, beyond detection limits of standard utility designating equipment.
6. Non-conductive utilities buried in clay soil without apparent surface features.
7. Non-conductive lines buried away from the tracer wire (e.g., HDPE Gas)
8. Facilities installed after the SUE effort has been completed.

A common problem occurs when the project involves facility owners and operators with insufficient records and non-conductive buried facilities (a situation often encountered with public works installations), infrastructure for oil and natural gas wells installed prior to 1960, and irrigation systems that utilize non-conductive water mains. Facilities mapped under these circumstances are often depicted as QLD during the utility designating field effort to keep operations and budgets at a practical level. As the design project progresses, some depicted facilities may have to be upgraded to a higher quality level through more advanced geophysical prospecting and utility locating methods to properly identify and assess utility conflicts for design and construction.

Designers, utility coordinators, and contractors must realize the CI/ASCE 38-22 utility mapping effort is an iterative acquisition and interpretation process. Unless subsequent endeavors are made to upgrade designated quality levels, facilities depicted at lower quality levels, such as QLD, may be completely in error. In addition, depicted facilities and corresponding data are pertinent at the time in which field investigation operations are completed and are subject to change.

Final utility plans and data are for design purposes only and reflect utility conditions at the time surveyed. The SUE consultant cannot be held responsible for utility scenario changing after completion of field operations.

Users of this data set must understand and adhere to the limitations associated with the designated quality levels assigned to the depicted facilities. QLC and QLD depictions are based on interpolations, extrapolations, and available record data; this data can be erroneous and should not be used alone for design development and bidding purposes. Additional utility designating and locating field efforts to upgrade data to QLB and QLA are strongly recommended for areas where accurate final design and construction planning and bidding is required.

It is strongly recommended that users of this data, especially project engineers-of-record, become familiar with the ASCE 38-22 standard guidelines and the corresponding data limitations inferred by the designated quality levels prior to employing the data set for design purposes. In addition, a utility report should always accompany the existing utility CADD file to ensure proper interpretation and usage of the data set. Any questions regarding the SUE data or utility report should be directed to the SUE professional engineer-of-record.



Jake Gutekunst
The Goodman Corporation
7800 Shoal Creek Blvd., Ste. 130W
Austin, TX 78757

Dear Mr. Gutekunst,

13 September 2026

AtkinsRéalis is pleased to submit this proposal for professional design services for Jessica Place Improvements.

Per our understanding of the requirements, we propose the attached Scope of Professional Services. We appreciate the opportunity to provide the services indicated herein and look forward to working with you on this project. Please feel free to contact me if you have any questions or comments concerning this proposal.

AtkinsRéalis

11801 Domain Blvd
Suite 450 & 500
Austin, TX 78731

Tel: +1 512 327 6840/+1
800 880 5949
Fax: +1 512 327 2453

Sincerely,

brandon.hay@
[atkinsrealis.com](mailto:brandon.hay@atkinsrealis.com)

Brandon Hay

The scope of the work proposed herein is to provide professional design services necessary to develop permit drawings for the landscaping, irrigation, and lighting design within the right-of-way along Jessica Place road in Bastrop, TX. AtkinsRealis (the Consultant) will provide the following services. It is the Consultant's intent to work in effective cooperation with The Goodman Corporation (Client) to achieve an efficient and acceptable implementation of the project.

PROJECT ASSUMPTIONS | SCOPE OF WORK

The scope of services for this proposal has been prepared using the following assumptions as a basis for its preparation:

1. The scope of the work proposed herein is to provide professional Landscape Architecture services necessary to prepare construction plans for the new tree plantings, irrigation, and lighting along Jessica Place road.
2. The limits of work are defined as shown in the location map in Exhibit A.
3. The Client will provide any available data and supporting information that the Client has in their possession relevant to the work and necessary for use by the Consultant to develop the plans.
4. The Consultant will utilize the data and site assessment information completed prior this agreement and intended for use in development of the scope of work proposed herein.

TO BE PROVIDED BY THE CLIENT

The following items will be supplied by the Client to the Consultant:

1. Copies of any applicable access easements, existing or proposed property dedications, existing survey data or any other known environmental restrictions within the project area.
2. Construction and as-built plans (if available) in AutoCAD format for existing infrastructure related to the project site.
3. A copy of the project geotechnical investigation report.
4. Existing and/or proposed site, transportation and utility infrastructure plans relevant to the site.
5. Render decisions expeditiously for the orderly progress of the Consultant's services, provide a conduit for communication with Owner and sub-consultants, and be forthcoming regarding any information pertinent to the expeditious execution of the Scope of Work defined herein.

BASIC SERVICES

The proposed basic services, which are outlined below, shall include conceptual design, construction documents, regulatory entitlement | permitting and construction phase services.

A. Construction Documentation

The Consultant will develop working drawings and technical specifications necessary to construct the work. Working drawings may include but not be limited to the following information: construction notes, dimension control/layout, landscaping, irrigation design, landscape lighting coordination and selection of fixtures. The Consultant will work with

The Goodman Corporation for Civil and Electrical engineering related needs. The Consultant shall compliment drawings with specifications and notes provided on plan sheets, which describe materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the work. The Consultant shall coordinate utility needs with the Client.

The Consultant shall:

- Prepare tree planting and irrigation plans.
- Selection and layout of street light fixtures. Coordinate with lighting rep for the selection of the fixture and photometric layout. Conduit, wire diagrams, and engineering for the power of the fixtures shall be handled by the Client.
- Prepare 60 and 90% construction plans for city review and comments. One (1) round of comment revisions is accounted for.
- Prepare Opinion of Probable Construction Costs (OPCC) for the Consultant plans at 60, 90, and 100% submittals.
- Prepare one hundred percent (100%) construction drawings, specifications, other documents required for permitting and construction. Plans will also be available in digital PDF format for use by Client and Owner. Construction notes, standards and specifications pertaining to the site design and relevant to the City of Bastrop standards will be included on the construction drawings as necessary for construction. Separate specifications will not be written for this project.

B. Regulatory Permitting

The Consultant shall provide the sealed plans to the Client for permit submittal.

- Provide plans to Client in digital PDF format for use by Client for permitting.
- Review all modifications requested by the City of Bastrop with the Client.
- Revise plans if necessary and submit to the Client for filing

(Note: All permit, application and review fees are to be paid by the Client.)

C. Minimal Construction Administration

The Consultant shall provide minimal construction administration services in support of work prepared for implementation related to this project. Consultant shall provide assistant with RFIs, review submittals, and material selections within the scope of work. No site visits or meetings are accounted for. The Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures regarding the work and the Consultant shall not be responsible for the contractor's errors or omissions or failure to carry out the work in accordance with the contract documents. This process shall include:

- Respond to Contractor's Request for Information (RFI's).
- Respond to Contractor's submittals

Field changes, change directives, change orders or any other changes during construction of the project initiated by the Client, without prior written consent of the Consultant, shall indemnify and hold the Consultant harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.

D. Additional Services

The following services are not included within the scope of basic services. The Consultant can provide these services, if requested and approved in writing by the Client, on a time (hourly) and expense basis.

- Preparation of Phased bid package(s) with reduced scope of items defined herein. Including construction drawings and specifications.
- Geotechnical Services/Investigation
- Civil engineering or any other Engineering services not described within
- Design of off-site infrastructure or facilities.
- Grading and drainage plans
- Traffic impact Analyses.
- Assistance or representation in litigation concerning the property of proposed project.
- Services required after final acceptance of construction work.
- Preparation of presentation materials for marketing or purposes
- Graphic or architectural renderings
- Preparation of as-built drawings.
- Public or other presentations.
- Provide consultation, drawings, reports and other work products related to permits, approvals and ordinances not described in Basic Services.
- Providing professional services for the field selection of plant materials.
- Design of on-site and/or off-site utilities.
- Bidding Phase Services
- Providing services other than those outlined in Basic Services.
- Site visits or meetings as requested above and beyond the number identified under Basic Services.
- Revisions to plans based on identified deficiencies outside AtkinsRealis's scope of work.

E. Fee Schedule

Consultant fees for this project are based on a lump sum amount for tasks identified as a part of the project. Efforts will be invoiced monthly, on a percent complete basis. Maximum fee amounts will not be exceeded without prior approval from the Client.

A. Construction Documentation	\$13,000
B. Regulatory Permitting	\$1,600
C. Minimal Construction Administration	\$1,200
TOTAL CONTRACT	\$15,800

**CITY OF BASTROP
STANDARD CONTRACT FOR
PROFESSIONAL ENGINEERING SERVICES**
(under RFQ 2026-101-001 for IDIQ Services)

This *Standard Contract for Professional Engineering Services* ("Contract") is entered by and between the **City of Bastrop**, a Texas Home-Rule Municipal Corporation (the "City"), and The Goodman Corporation (the "Contractor"), and together with the City jointly referred to as the "Parties."

WHEREAS, this Contract is awarded based on the Contractor's response to the City's *Request for Qualifications ("RFQ") for Indefinite Delivery Indefinite Quantity ("IDIQ") for Engineering Services* (referred to as RFQ 2026-101-001), and the City's selection of the Contractor as documented in City Council Resolution No. R-2026-99; and

WHEREAS, the City and the Contractor agreed to the substantial form of this Contract to be used for future engineering services on projects typically with project costs ranging from approximately \$50,000 to \$5,000,000 in construction value for replacement, repair, renovation, rehabilitation projects, and new construction projects; and

WHEREAS, this Contract provides for the initial scope of services, provided that consistent with the RFQ, the Parties may enter into subsequent amendments to the scope of services under this Contract to detail specific terms for specific future projects (referred to as "Activations" in the RFQ).

NOW, THEREFORE, the City of Bastrop and the Contractor hereby agree to the Contract as follows:

I. General Information and Terms.

A. Contractor's Name and Address:

Contractor:	<u>The Goodman Corporation</u>
Point of Contact:	<u>Jake Gutekunst</u>
Address:	<u>7800 Shoal Creek Blvd Ste 130W</u>
	<u>Austin, TX, 78757</u>
E-mail:	<u>jake.gutekunst@thegoodmancorp.com</u>
Phone:	<u>713-951-7951</u>

B. General Description of Services:

This Contract is for the provision by the Contractor to the City of engineering services related to design, construction documents, and associated construction administration services on an IDIQ basis in the following categories ("Services"): civil engineering services, project management services.

- C. Maximum Contract Amount: \$1,000,000.00.

The City makes no guarantee of volume, usage, or total compensation to paid to Contractor under this IDIQ Contract. Payments per project may be negotiated and agreed to by subsequent addendums to this Scope of Services under this Contract, if any, duly executed by the Parties.

- D. Effective Date. On the latest of the dates signed by both Parties.
- E. Term; Termination Date. This Contract shall be for a term of two (2) years from the Effective Date, unless extended for an optional one (1) year renewal by a duly executed agreement of the Parties, or otherwise terminated in accordance with Section II.D. below.
- F. Contract Parts. This Contract consists of the following parts:
- I. General Information and Terms
 - II. Standard Contractual Provisions
 - III. Additional Terms or Conditions
 - IV. Additional Contract Documents
 - V. Signatures

II. **Standard Contractual Provisions.**

- A. Contractor's Services. The Contractor will provide to the City the Services described in the Scope of Services, Exhibit A-2 ("Scope of Services", also referred to as the "Work" or the "Project"), attached and incorporated herein to this Contract under the terms and conditions of this Contract. The Scope of Services shall identify the scope of the Project, including requirements for meetings and Project milestones, and shall specify the compensation for the Project. Subsequent addendums to the Scope of Services under this Contract, if any, must be duly executed by the Parties and total compensation is subject to the Maximum Contract Price in Section I.C. above.
- B. Billing and Payment. The Contractor will bill the City for the Services provided at intervals of at least 30 days of receipt of Contractor's invoices, except for the final billing. The City will pay the Contractor within 30 days of receipt of Contractor's invoices for the Services provided for in this Contract with current revenues available to the City, but all of the City's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the Government Code. The City shall have the right to withhold payment, or any part thereof, of any of invoice presented by Contractor until resolution providing reasonable verification of the correctness thereof is reached. The City shall notify the Contractor, in writing, of the disputed amount within thirty (30) days. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any bill.

- C. Executed Contract. The "Notice to Proceed" will not be given nor shall any Services commence until this Contract is fully executed and all exhibits and other attachments are completely executed and attached to this Contract.
- D. Termination Provisions.
- (1) Unless terminated earlier as allowed by this Contract, this Contract terminates:
 - (a) On the termination date, if any, specified in the General Information in Part I, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or
 - (b) If there is no termination date specified in the General Information in Part I, the Contract terminates when both parties have completed all their respective obligations under the Contract.
 - (2) The City Manager may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than five (5) business days prior to the termination date, but the City will pay the Contractor for all Services rendered in compliance with this Contract up to the date of termination. The City may terminate the Contract anytime if the City does not have available funds pursuant to Texas Government Code Chapter 2251.
 - (3) If the City Council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution).
- E. Delays. Contractor shall have no damages for delay or hindrance. In the event of delay or hindrance not the fault of Contractor, an extension of time shall be the Contractor's sole remedy.
- F. Independent Contractor. It is understood and agreed by the Parties that the Contractor is an independent contractor retained for the Services described in the Scope of Services, Exhibit A-2, attached and incorporated herein. The City will not control the manner or the means of the Contractor's performance but shall be entitled to work product as detailed in the Exhibit A-2. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture. Services performed by the Contractor under this Contract are solely for the benefit of the City. Nothing contained in this Contract creates any duties on the part of the Contractor toward any person not a party to this Contract. No person or entity not a signatory to this Contract shall be entitled to rely on the Contractor's

performance of its Services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

- G. Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.
- H. Assignment. The Contractor may not assign this Contract without the City's prior written consent.
- I. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Bastrop County, Texas.
- J. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.
- K. Dispute Resolution Procedures. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.
- L. Attorney's Fees. Should either party to this Contract bring suit against the other party for any matter relating to this Contract, the prevailing Party shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- M. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY, INCLUDING REIMBURSEMENT OF REASONABLE ATTORNEY'S FEES AND COST IN PROPORTION OF CONTRACTOR'S LIABILITY, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT ACT, ERROR, OR WILLFUL MISCONDUCT OF THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, OR ANYONE WHOM THE CONTRACTOR IS LEGALLY LIABLE FOR UNDER THIS

CONTRACT.

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

- N. RELEASE. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON, AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, OR ALLEGED TO BE CAUSED BY, THE NEGLIGENCE, RECKLESSNESS, OR WILLFUL MISCONDUCT OF CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS.
- O. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.
- P. Conflicting Provisions. If there is a conflict between a provision in the Contractor's Additional Contract Documents and a provision in the remainder of this Contract, the latter controls.
- Q. Documents and Data, Licensing of Intellectual Property, and Copyright. All Work progress and final documents and data produced by Contractor during the term of the Contract shall be and remain the property of the City. For purposes of this Contract, the term "Documents and Data" include any original work (the Work), reports, analyses, plans, drawings, designs, renderings, specifications, notes, summaries, charts, schedules, spreadsheets, calculations, lists, data compilations, documents, or any other material developed and assembled by or on behalf of the City in the performance of this Contract. It also includes any medium in which the Documents and Data are kept, including digitally, magnetically, or electronically. This Contract creates at no cost to the City, a perpetual license for the City to use any picture, video, music, brochure, writing, trademark, logo, or other work created by the Contractor for the use of the City, as a "work made for hire" as defined by federal copyright law. The City, as the author and owner of the copyright to the Work, may alter, reproduce, distribute, or make any other use of the Work as it deems appropriate.

- R. Standard of Care for Architects and Engineers. Consistent with Texas Local Government Code Section 271.904, Services must be performed: (1) with the professional skill and care ordinarily provided by competent licensed engineers or registered architects practicing in the same or similar locality and under the same or similar circumstances and professional license; and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent licensed engineer or registered architect.
- S. Disclosure of Interested Persons for Council-Approved Contracts. Contracts that require City Council approval, such as contracts that exceed \$50,000, are subject to the requirements of Section 2252.908, Tex Gov't Code. Under the provisions of this statute:
- (1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;
 - (2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission), attached and incorporated herein as Exhibit A-1, that includes:
 - (a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and
 - (b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.
- T. Compliance with Laws. The Contractor must comply with the federal, state, and local laws, rules and regulations applicable to the Project and its services under this Contract.
- U. Compliance with Other Texas Governmental Procurement Verifications. The Contractor shall comply with the other governmental procurement requirements for certain verifications by executing the verification attached hereto as Exhibit A-3.
- V. Public Information Act. The Contractor acknowledges that the Projects under this Contract will be publicly owned and the City is subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code Chapter 552). As part of its obligations within the Contract Documents, Contractor agrees, at no additional cost to the City, to cooperate with the City for any particular needs or obligations arising out of the City's obligations under the TPIA. The Contractor shall specifically and conspicuously marked in red any trade secrets or confidential information provided to

the City to identify the information as such. The City of Bastrop will follow all requirements and procedures in the Texas Public Information Act when responding to requests for disclosure of documents.

This provision applies if a Contract has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a fiscal year of the City. Contract must:

- (1) preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the City for the duration of the Contract;
- (2) promptly provide to the City any contracting information related to the Contract that is in the custody or possession of the entity on request of the City; and
- (3) on completion of the Contract, either:
 - (i) provide at no cost to the City all contracting information related to the Contract that is in the custody or possession of the entity; or
 - (ii) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the City.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

III. Additional Terms or Conditions.

A. Insurance.

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

B. Audit.

Contractor shall, and shall ensure that its affiliates, subsidiaries, contractors, subcontractors, consultants, agents, and any other person associated with Contractor including those in Contractor Group, keep full and accurate books and records with respect to all Work performed, and all payments and expenditures in connection with this Agreement. The records to be maintained and retained by Contractor Group shall include, without limitation, (a) payroll records accounting for total time distribution of Contractor's employees working full or part time on the Project, as well as canceled payroll checks or signed receipts for payroll payments in cash; (b) invoices for purchases, receiving and issuing documents, and all other unit inventory records for Contractor's stores, stock, or capital items; (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other Third Parties' charges, including, but not limited to, Equipment rental; (d) travel and entertainment documentation, including, but not limited to, employee expense reports and Contractor facility usage reports; and (e) all field tickets or similar documentation evidencing the Work. The City shall have the right at all reasonable times, for a period of five (5) years from the completion of the Work, to audit and inspect such books and records (excluding trade secrets, formulas, confidential data, proprietary information, or processes).

C. Reports of Incidents.

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

IV. **Additional Contract Documents.**

The following documents attached to this Contract are part of this Contract:

- EXHIBIT A-1: Certificate of Interested Parties (1295 Form)
- EXHIBIT A-2 Scope of Work
- EXHIBIT A-3 Texas Governmental Procurement Verifications
- EXHIBIT B-1 Requirements for General Services Contract

[Signatures on following page.]

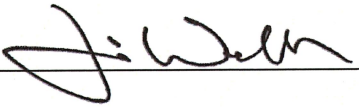
V. Signatures.**CONTRACTOR:** The Goodman CorporationBy: Printed Name: Jim WebbTitle: President and CEODate: 9/15/2026**CITY OF BASTROP**By: Sylvia Carrillo (Sep 22, 2026 20:20:30 CDT)Printed Name: Sylvia CarrilloTitle: City managerDate: 09/22/2026

EXHIBIT A-1

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2026-1516336

Date Filed:
09/16/2026

Date Acknowledged:

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

The Goodman Corporation
Houston, 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.

RFQ 2026-101-001
PROFESSIONAL ENGINEERING SERVICES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Goodman, Barry	Austin, TX United States	X	
	Webb, Jim	Houston, TX United States	X	
	McHaney, Robert	AUSTIN, TX United States	X	
	O'Brian, Wendy	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Barry Goodman, and my date of birth is 11/22/1946.

My address is 12712 Cedar Street 2, Austin, TX 78732, _____, _____, _____, _____.
(city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 16 day of 09, 2026.
(month) (year)

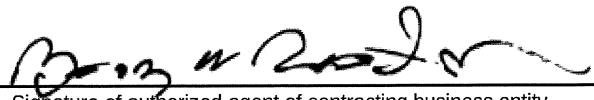

Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT A-2

Scope of Services



Connecting Capital to Communities Since 1980

Houston + Austin, TX
www.thegoodmancorp.com
 Phone: (713) 951-7951

A

April 24, 2026

Sylvia Carrillo, City Manager
 1311 Chestnut Street
 Bastrop, Texas 78602

Re: RFQ 2026-101-001 – The Goodman Corporation – IDIQ Engineering Services

Dear Ms. Carrillo and Members of the Selection Committee,

The Goodman Corporation (TGC) is pleased to submit this response to the City of Bastrop's (City) Request for Qualifications (RFQ) for Indefinite Delivery Indefinite Quantity (IDIQ) Engineering Services for the **Project Management and Civil Engineering** category of work.

Established in 1980 by Barry M. Goodman, TGC is a Small Business Enterprise (SBE) and a Texas-based professional service firm with nearly 46 years of engineering, planning, funding, and project management experience. TGC **Connects Capital to Communities**. Since its founding, TGC has secured over \$1.6B in funding for our client base and completed over \$3B in projects providing benefits to the communities in which we live, work and play.

With offices in **Austin and Houston**, TGC is currently comprised of 36 highly skilled professionals and support staff who carry out their responsibilities with the utmost care and attention to detail to ensure successful project delivery while safeguarding clients' resources. Our engineers, certified planners, and other support staff are experts at taking projects cradle to grave, with experience and expertise in planning and project development stages through design, construction, and final acceptance. TGC has enjoyed working alongside the City of Bastrop acting as an extension of staff for the past 2 years working with various City departments, development cases, CIP projects, contractors, and meetings with City Council. We believe in **investing in specific communities for their betterment** and hope to continue to serve the City of Bastrop with the high quality of service and responsiveness the City has come to expect of our staff at TGC.

Jake Gutekunst, PE, AICP, will serve as Project Manager; **Madeleine Hirsch, PE** will participate as Deputy Project Manager; and Robert McHaney, AICP, CTP, will serve as Project Principal. TGC's Engineering team is supported by a deep bench of PE's and EIT's to serve the City's needs. Jake's experience working with the City of Bastrop, City Council, and Planning and Zoning commission over the past several years will also aid in understanding processes and local context in project management services the TGC team provides. An organizational chart, a table describing team roles and areas of expertise, and complete staff resumes are also provided.

TGC will be ready to provide comprehensive project management and civil engineering as assigned by the City. The suite of services will include the entire spectrum of technical and programmatic capabilities needed to deliver every project at the level of detail and completeness required for successful implementation. Should you have any questions or require any additional information, please do not hesitate to contact me at (713) 951-7951 or jwebb@thegoodmancorp.com. We appreciate this opportunity!

Sincerely,

Jim Webb, AICP, ENV SP
 Chief Executive Officer

Jake Gutekunst, PE, AICP
 Project Manager

EXHIBIT A-3

Texas Governmental Procurement Verifications

A. No Boycott of Israel.

Pursuant to Section 2270.0002, Texas Government Code, the Contractor hereby verifies and represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott the State of Israel ("Israel") and, will not boycott Israel during the term of this Contract. The foregoing verification, including the associated affirmation under penalty of perjury that is appended to this Contract and which is hereby incorporated into this Contract, is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "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.

The Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

B. The Contractor is not a Terrorist Organization.

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the Contractor represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified as a terrorist or similar organization or nation-state on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Contractor and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Owner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

C. Verification Regarding Energy Company Boycotts.

To the extent this Contract constitutes a contract for goods or services for which a written verification is required under Section 2276.002, Texas Government Code, the Contractor hereby verifies and represents that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Contract. The foregoing verification, including the associated affirmation under penalty of perjury that is appended to this Contract, and which is hereby incorporated into this Contract, is made solely to comply with Section

2276.002, Texas Government Code, as amended, to the extent Section 2276.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to the term “boycott energy company” in Section 809.001(1), Texas Government Code. The Contractor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

D. Verification Regarding Discrimination Against Firearm Entity or Trade Association.

To the extent this Contract constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, the Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any,

- (1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
- (2) will not discriminate during the term of this Contract against a firearm entity or firearm trade association.

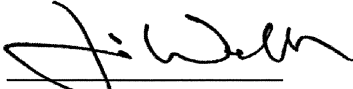
The foregoing verification, including the associated affirmation under penalty of perjury that is appended to this Contract and which is hereby incorporated into this Contract, is made solely to comply with Section 2274.002, Texas Government Code to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code. The Contractor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

[Verification on following page.]

VERIFICATION

State of Texas §
County of Bastrop §

The undersigned hereby affirms under penalty of perjury that they are the authorized representative and agent of the Contractor for the purpose of making this verification, and that all representations in the foregoing Exhibit A-3, incorporated into the Contract by this reference, are true.


Agent's Signature

Printed Name: Jim Webb Title: President and CEO

Contractor: The Goodman Corporation

On this date personally appeared before me the above-named representative and agent of Contractor, who was known to or satisfactorily identified me, and affirmed under penalty of perjury that all representations in the foregoing Exhibit A-3 are true.


Notary Public

9/15/2026
Date

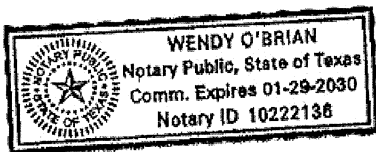


EXHIBIT B-1
REQUIREMENTS FOR GENERAL SERVICES CONTRACT

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

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

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

City of Bastrop
 Engineering and Capital Project Management Department
 1311 Chestnut Street
 Bastrop, TX 78602

INSURANCE REQUIREMENTS

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

Coverages Required & Limits (Figures Denote Minimums)

X Workers' Compensation Statutory limits, State of TX.

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

X Commercial General Liability:

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

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

<u>Very High/ High</u> Risk	<u>X</u> <u>Medium Risk</u>	<u>Low Risk</u>
--------------------------------	-----------------------------	-----------------

Combined Single Limits	Combined Single Limits	Combined Single Limits
\$1,000,000 Bodily	\$500,000 Bodily	\$300,000 Bodily

Garage Liability for BI & PD

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

Garage Keepers Coverage (for Auto Body & Repair Shops)

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

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

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

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

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

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

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

\$15,000,000: **\$20,000,000 is required**

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

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

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

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

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

\$1,000,000 each occurrence

\$2,000,000 aggregate

____ Other Insurance Required: _____

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

Contract for Professional Engineering Services_The Goodman Corporation

Final Audit Report

2026-09-23

Created:	2026-09-18
By:	Elisha Perkins (eperkins@cityofbastrop.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9xg6qOdyf27fdfwjjs_GxEJ8_a-ZagH

"Contract for Professional Engineering Services_The Goodman Corporation" History

-  Document created by Elisha Perkins (eperkins@cityofbastrop.org)
2026-09-18 - 4:28:43 PM GMT
-  Document emailed to Sylvia Carrillo (scarrillo@cityofbastrop.org) for signature
2026-09-18 - 4:28:49 PM GMT
-  Email viewed by Sylvia Carrillo (scarrillo@cityofbastrop.org)
2026-09-18 - 4:28:59 PM GMT
-  Email viewed by Sylvia Carrillo (scarrillo@cityofbastrop.org)
2026-09-20 - 4:32:46 PM GMT
-  Email viewed by Sylvia Carrillo (scarrillo@cityofbastrop.org)
2026-09-22 - 4:37:01 PM GMT
-  Document e-signed by Sylvia Carrillo (scarrillo@cityofbastrop.org)
Signature Date: 2026-09-23 - 1:20:30 AM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW
-  Agreement completed.
2026-09-23 - 1:20:30 AM GMT



STAFF REPORT

MEETING DATE: September 29, 2026

TITLE:

Consider and act on Resolution No. R-2026-139 of the City Council of the City of Bastrop, supporting legislation to allow a property owner to remove its property from an emergency services district where a municipality can provide an equal or better level of fire and emergency service at a lower tax rate; approving a joint letter to members of the Texas Legislature in support of such legislation; authorizing the Mayor and Council Members to sign the letter; and providing for an effective date.

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

BACKGROUND/HISTORY:

Emergency Services Districts (ESDs) are created and governed under Chapter 775 of the Texas Health and Safety Code and may levy ad valorem taxes and, when approved by voters, sales and use taxes within their boundaries.

Bastrop County Emergency Services District No. 2 (ESD No. 2) provides emergency services across a large area of Bastrop County outside the City's corporate limits, including territory within the City's extraterritorial jurisdiction. Bastrop County Emergency Services District No. 3 was more recently created to fund ambulance service, adding an additional tax burden for property owners within its boundaries.

The City of Bastrop provides fire protection and emergency services through the Bastrop Fire Department. The proposed legislation would provide a mechanism for a property owner located within an ESD to remove its property from the district when a municipality or other qualified provider is able and willing to provide an equal or better level of fire and emergency service at a lower cost to the property owner.

The proposed legislation is particularly relevant to a master planned development proposed within the City's extraterritorial jurisdiction that would include a hospital and additional multiphase development. The property owner has requested removal of its property from ESD No. 2 so that the City may provide fire and emergency services. Current law does not provide a practical mechanism for removal under these circumstances.

Resolution No. R-2026-139 expresses the City's support for legislation amending Chapter 775 of the Texas Health and Safety Code, or other applicable law, to provide property owners with an opportunity to remove property from an ESD when a municipality or other provider can provide an equal or better level of fire and emergency service at a lower cost.

The Resolution also approves a joint letter from the Mayor and City Council to members of the Texas Legislature supporting the proposed legislation and authorizes the City Manager to transmit the letter and communicate the City's position.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of Resolution No. R-2026-139, supporting legislation to allow a property owner to remove its property from an Emergency Services District where a municipality or other provider can furnish an equal or better level of fire and emergency service at a lower cost to the property owner.

ATTACHMENTS:

1. Resolution R-2026-139

RESOLUTION NO. R-2026-139

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, SUPPORTING LEGISLATION TO ALLOW A PROPERTY OWNER TO REMOVE ITS PROPERTY FROM AN EMERGENCY SERVICES DISTRICT WHERE A MUNICIPALITY OR OTHER PROVIDER CAN FURNISH AN EQUAL OR BETTER LEVEL OF FIRE AND EMERGENCY SERVICE AT A LOWER COST TO THE PROPERTY OWNER; APPROVING A JOINT LETTER TO MEMBERS OF THE TEXAS LEGISLATURE IN SUPPORT OF SUCH LEGISLATION; AUTHORIZING THE MAYOR AND COUNCIL MEMBERS TO SIGN THE LETTER; AUTHORIZING THE CITY MANAGER TO TRANSMIT THE LETTER AND COMMUNICATE THE CITY'S POSITION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City and the surrounding area are among the fastest growing in the State of Texas, and the City has reduced its property tax rate in each of the last two years while maintaining its levels of service; and

WHEREAS, emergency services districts are created and governed under Chapter 775 of the Texas Health and Safety Code and may levy an ad valorem tax and, where approved by the voters, a sales and use tax within their boundaries; and

WHEREAS, Bastrop County Emergency Services District No. 2 ("ESD No. 2") levies an ad valorem tax and, following an election, a sales and use tax across a large area of Bastrop County outside the City's corporate limits, including territory within the City's extraterritorial jurisdiction; and

WHEREAS, Bastrop County Emergency Services District No. 3 was more recently created to fund ambulance service, adding approximately \$0.10 per \$100 of valuation to the tax burden of property owners within its boundaries; and

WHEREAS, the City provides fire protection and emergency services through the Bastrop Fire Department, which holds an ISO Public Protection Classification of 3 as compared to a classification of 4 for ESD No. 2, and funds those services at a cost equivalent to approximately \$0.07 per \$100 of valuation as compared to ESD No. 2's rate of approximately \$0.10 per \$100 of valuation; and

WHEREAS, Bastrop County faces a substantial shortage of hospital beds and acute care capacity, and a property owner within the City's extraterritorial jurisdiction has proposed a master planned development that would include a hospital and additional multiphase development, which would require the City's participation to proceed; and

WHEREAS, that property owner has asked to have its property removed from ESD No. 2 so that it may receive fire and emergency services from the City, but current law provides no

practical mechanism for a property owner to remove its property from an emergency services district under these circumstances, placing the proposed development at risk; and

WHEREAS, the Legislature has recognized the importance of property owner choice in a comparable setting by allowing the owner of land in a municipality's extraterritorial jurisdiction to obtain release of that land under Subchapter D, Chapter 42 of the Texas Local Government Code; and

WHEREAS, the City Council finds that a property owner should have a similar ability to remove its property from an emergency services district where a municipality or other provider is able and willing to furnish an equal or better level of fire and emergency service at a lower cost to the property owner; and

WHEREAS, the City Council finds that expressing its support for such legislation, and communicating that support to the members of the Texas Legislature who represent this area, serves the public interest of the City, its residents, and the property owners of Bastrop County; and

WHEREAS, the City Council finds that the meeting at which this Resolution was considered was open to the public, and that public notice of the time, place, and subject of the meeting was given, all as required by Chapter 551 of the Texas Government Code.

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

Section 1. Findings. The recitals set forth above are found to be true and correct and are adopted as findings of the City Council.

Section 2. Support for Legislation. The City Council supports legislation amending Chapter 775 of the Texas Health and Safety Code, or other applicable law, to allow the owner of property within an emergency services district to remove that property from the district where a municipality or other provider of fire and emergency services is able and willing to serve the property and can furnish an equal or better level of service at a lower cost to the property owner. The City Council respectfully requests that the members of the Texas Legislature representing Bastrop County, and other members who share an interest in property tax relief and the rights of property owners, sponsor and support such legislation.

Section 3. Approval of Joint Letter. The City Council approves the joint letter from the Mayor and City Council to members of the Texas Legislature, including Senator Charles Schwertner, Senator Lois Kolkhorst, Senator Paul Bettencourt, and State Representative Stan Gerdes, in substantially the form attached as Exhibit A. The Mayor and each Council Member voting in favor of this Resolution are authorized to sign the letter on behalf of the City.

Section 4. Transmittal and Communication. The City Manager is authorized to transmit the executed letter and a copy of this Resolution to the addressees and to such other members of the Texas Legislature and state officials as the City Manager determines appropriate, and to communicate the City's position as expressed in this Resolution to legislators, their staff, and other interested parties.

Section 5. Open Meetings. It is officially found, determined, and declared that the meeting at which this Resolution was adopted was open to the public and that public notice of the time, place, and subject matter of the public business to be considered was given, all as required by Chapter 551 of the Texas Government Code.

Section 6. Effective Date. This Resolution shall take effect immediately upon its passage.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Bastrop, Texas, on this 29th day of September, 2026.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, TRMC, CMC, CPM
City Secretary

APPROVED AS TO FORM:

City Attorney
Denton Navarro Rocha Bernal & Zech, P.C.

