

Quantity	Description	Mfg	Cost	Total Cost
340	#12 AWG CU, 12/2 with ground		\$0.80	\$272
960	#10 AWG CU, Single Wire		\$0.66	\$634
1,448	#8 AWG CU, Single Wire		\$0.77	\$1,115
1,699	#6 AWG CU, Single Wire		\$1.20	\$2,039
2,759	#2 AWG CU Single Wire		\$3.60	\$9,932
2,937	#1/0 AWG CU Single Wire		\$5.00	\$14,685
1,221	#4/0 AWG CU Single Wire, (Divide by three if you use Triplex)		\$7.50	\$9,158
359	# 500 Kcmil CU Single Wire, (Divide by three if you use Triplex)		\$13.13	\$4,714
1	150 Amp 240 volt Breaker		\$150.00	\$150
1	100 Amp 240 volt Breaker		\$85.00	\$85
1	400 Amp 240 volt Contactor		\$1,800.00	\$1,800
1	150 Amp 240 volt Contactor		\$600.00	\$600
1	100 Amp 240 volt Contactor		\$200.00	\$200
1	400 Amp Fused Disconnect Box		\$1,500.00	\$1,500
2	400 Amp Fuse		\$150.00	\$300
2	Outdoor Box for Contactor and Timer (Alley B and Spring Street Location) with mount		\$175.00	\$350
3	120 Volt Mechanical Timer		\$100.00	\$300
34	Electric below ground enclosure, 1"8 h, 20-1/4" L, 13-3/8" W	Quazite	\$1,711.00	\$58,174
34	20 Amp Receptacle, box, and GFCI rated receptacle	GE	\$35.00	\$1,190
34	Up Lights for Tree's	WAC	\$250.00	\$8,500
34	Power Stake for Tree Lighting	WAC	\$35.00	\$1,190
6	Submersible Connectors 4-Port, 500 KCMIL	Burndy	\$160.00	\$960
163	Submersible Connectors 4-Port, 350 KCMIL to #12 AWG	Burndy	\$108.00	\$17,604
116	3" Conduit PVC		\$75.00	\$8,700
18	3" PVC Elbow		\$55.00	\$990
1	3" Weatherhead		\$125.00	\$125
3	3" x 10' Rigid Galvanized Pipe		\$120.00	\$360
2	3" PVC Male Adapter		\$5.00	\$10
10	3" Male Adapter Locking Nut		\$2.00	\$20
6	3" Male Adapter PVC Bushing Nut (to protect wire from adapter edge)		\$4.00	\$24
3	Alumaform Riser Bracket		\$90.00	\$270
3	3" Straps for Alumaform Riser Bracket		\$12.29	\$37
3	5/8" X 14" Machine Bolts		\$5.00	\$15
5	5/8" Washers		\$1.50	\$8
5	5/8" Locknuts		\$1.50	\$8
3	5/8" X 12" Machine Bolts		\$5.00	\$15
1	Cutout		\$150.00	\$150
1	Lightning Arrestor		\$60.00	\$60
1	Cutout and L. Arrestor Bracket		\$60.00	\$60
1	50 kva Overhead Transformer 120/240		\$2,900.00	\$2,900
420	3/4" PVC Flex Conduit		\$1.10	\$462
1	2" x 10' Rigid Pipe for Meter and Breaker Box Rack		\$91.00	\$91
1	10' Unistrut		\$36.00	\$36
1	CT Meter Can		\$1,000.00	\$1,000
1	CT Can/Contactor Can		\$2,000.00	\$2,000
2	400 Amp CT		\$250.00	\$500
136	3/4" Flex Male Adapter with 3/4" locknut		\$3.00	\$408
35	2' X 3/4" rigid galvanized conduit (to mount Plug box on at trees)		\$2.07	\$72

Total = \$153,771

CITY OF BASTROP
STANDARD CONTRACT FOR GENERAL SERVICES

Less \$50K
(8-16-2021)

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

I. General Information and Terms.

Engineer’s/Contractor’s Name and Address:	McCord Engineering, Inc. 916 Southwest Parkway East College Station, TX 77840 Attn: Rex N. Woods, P.E.
General Description of Services:	See Exhibit A-2
Maximum Contract Amount:	\$22,000.00
Effective Date:	On the latest of the dates signed by both parties.
Termination Date:	See II.D.

Contract Parts: This Contract consists of the following parts:

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

II. Standard Contractual Provisions.

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

B. Billing and Payment. The Contractor will bill the City for the Services provided at intervals of at least 30 days of receipt of Contractor’s invoices, except for the final billing. The City will pay the Contractor within 30 days of receipt of Contractor’s invoices for the Services provided for in this Contract with current revenues available to the City, but all of the City’s payments to the

Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the Government Code. The City shall have the right to withhold payment, or any part thereof, of any of invoice presented by Contractor until resolution providing reasonable verification of the correctness thereof is reached. The City shall notify the Contractor, in writing, of the disputed amount within thirty (30) days. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any bill.

C. Executed Contract. The “Notice to Proceed” will not be given nor shall any Services commence until this Contract is fully executed and all exhibits and other attachments are completely executed and attached to this Contract.

D. Termination Provisions.

(1) Unless terminated earlier as allowed by this Contract, this Contract terminates:

- (a) On the termination date, if any, specified in the General Information in Part I, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or
- (b) If there is no termination date specified in the General Information in Part I, the Contract terminates when both parties have completed all their respective obligations under the Contract.

(2) The City Manager may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than five (5) business days prior to the termination date, but the City will pay the Contractor for all Services rendered in compliance with this Contract up to the date of termination. The City may terminate the Contract anytime if the City does not have available funds pursuant to Texas Government Code Chapter 2251.

(3) If the City Council does not appropriate funds to make any payment for a fiscal year after the City’s fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution).

E. Delays. Contractor shall have no damages for delay or hindrance. In the event of delay or hindrance not the fault of Contractor, an extension of time shall be the Contractor’s sole remedy.

F. Independent Contractor. It is understood and agreed by the Parties that the Contractor is an independent contractor retained for the Services described in the Scope of Services, Exhibit A-2, attached and incorporated herein. The City will not control the manner or the means of the Contractor's performance but shall be entitled to work product as detailed in the Exhibit A-2. The City will not be responsible for reporting or paying employment taxes or other similar levies that

may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture. Services performed by the Contractor under this Contract are solely for the benefit of the City. Nothing contained in this Contract creates any duties on the part of the Contractor toward any person not a party to this Contract. No person or entity not a signatory to this Contract shall be entitled to rely on the Contractor's performance of its Services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

G. Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

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

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

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

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

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

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

LEGALLY LIABLE FOR UNDER THIS CONTRACT.

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

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

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

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

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

R. Standard of Care for Architects and Engineers. Services must be performed with the professional skill and care ordinarily provided by competent licensed engineers or registered

architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

S. Disclosure of Interested Persons for Council-Approved Contracts. Contracts that require City Council approval, such as contracts that exceed \$50,000, are subject to the requirements of Section 2252.908, Tex Gov't Code. Under the provisions of this statute:

(1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;

(2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission), attached and incorporated herein as Exhibit A-1, that includes:

(a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and

(b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

T. Compliance with Laws. The Contractor must comply with the federal, state, and local laws, rules and regulations applicable to the Project and its services under this Contract.

U. Prohibition on Contracts with Companies Boycotting Israel. Certain contracts for goods and services are subject to the requirements of Section 2270.002, Tex Gov't Code (H.B. 89, as amended by H.B. 793). Specifically, contracts for good and services that:

(1) are between the City and a company with ten (10) or more full-time employees; and

(2) have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the City.

Under the provisions of this statute, if the above conditions apply the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract.

If this is a contract to which the verification requirement applies, the City has approved a verification form which must be filled out and signed by the Contractor and submitted to the City at the time of execution of this Contract.

III. Additional Terms or Conditions.

Insurance

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

A. Audit

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

B. Reports of Incidents

B. Reports of Incidents

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

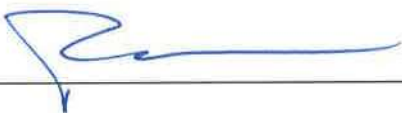
IV. Additional Contract Documents. The following documents attached to this Contract are part of this Contract:

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

V. Signatures.

McCord Engineering, Inc.

CITY OF BASTROP

By:  _____

By: *Trey Job* _____

Printed Name: Rex N. Woods, P.E.

Printed Name: Trey Job, C.P.M.

Title: President

Title: Assistant City Manager for Community Development

Date: 4-21-2022

Date: May 1, 2023

EXHIBIT A-1

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

(not applicable)

EXHIBIT A-2

Scope of Services **dated April 26, 2023**

(See Attached)



McCord Engineering, Inc.

916 Southwest Parkway East
College Station, Texas 77840
(979) 764-8356 Fax (979) 764-9644

Specific Project Proposal

for

City of Bastrop

Main Street Tree Lighting Project

BPL-3-M.1

April 26, 2023



McCord Engineering, Inc.

916 Southwest Parkway East
College Station, Texas 77840
(979) 764-8356 Fax (979) 764-9644

SPECIFIC PROJECT PROPOSAL

City of Bastrop

Main Street Tree Lighting Project

McCord Engineering, Inc. ("MEI") understands the scope and objective of this proposed project for the City of Bastrop ("City") to be as follows.

I. SCOPE AND OBJECTIVE

A. Project Definition

MEI shall gps all tree locations, distribution transformer locations, and conduit end points along Main Street from Emile St. to Farm St. MEI shall then determine a location for road crossing to feed the lighting, determine wire size, lighting, and the final location of the lighting service.

B. Project Scope of Work

MEI Field Engineering & Design Activities:

1. MEI will perform field data collection to obtain all information necessary to engineer and design the lighting improvements using an RTK GPS unit.
2. MEI will determine the low voltage wiring location and size of wire to serve the upward lighting of the trees and the overhead pole mounted lighting along roadway/sidewalk. Include a ground fault circuit interrupter (GFCI) outlet at each tree/pole as needed.
3. MEI will determine type of LED lighting for both overhead pole mounted lighting and the upward lighting of the trees.
4. MEI will determine the transformer size for the transformer(s) required to serve the aforementioned lighting.
5. MEI will make two additional trips in addition to the before mentioned field data collection as determined by the City.

C. MEI Deliverables

1. Auto Cad Drawing (plan view) and pdf showing the proposed low voltage lighting circuits along with the lights' locations, service locations, etc.
2. Material list for all items mentioned above and a cost estimate.
3. ESRI ArcGIS Mapping file.
4. MEI will provide preliminary plans for review by the City prior to release of final design plans at 60% and 90%.

5. MEI will deliver final record drawings in pdf and Auto Cad.

II. ITEMS PROVIDED BY CITY

1. Location of all conduit ends previously installed.
2. Routing of conduit previously installed.
3. Construction inspection.
4. Any surveying to determine where existing easements/property lines may be located.
5. Procure any easements that may be required.
6. Construction and construction management.
7. Locates are to be provided by 811 or City.

III. COST ESTIMATE

MEI proposes the compensation and terms for the furnishing of engineering services for this project shall be in accordance with MEI’s Standard Fee Schedule. For your review and consideration, the “Not to Exceed” cost for this project is **\$22,000.00**.

Estimated MEI Labor Hours

Position	Labor Hours per Task					Average Rate	Total
	1	2	3	4	5		
Admin II	8				2	\$100	\$1,000
Engineering Technician / Project Manager III		5	20	5		\$150	\$4,500
Engineering Technician / Project Manager IV		5	20	5	10	\$200	\$8,000
Professional Engineer III		3	3	4		\$250	\$2,500
Field Services Technician III	20	5		5	10	\$100	\$4,000
Expenses (Meals, Mileage)							\$2,000
Total							\$22,000

IV. TIMELINE

After given written approval to begin:

- | | |
|---|-------------------|
| 1. Field Work Required | Two Days |
| 2. Office work for Engineering Plans and Specifications | Three Weeks |
| 3. Final Submittal | <u>Three Days</u> |

**Grand Total of Time to Complete Project
Once MEI has Been Instructed to Begin**

Four Weeks

Specific Project Proposal (Continued)
City of Bastrop— Main Street Tree Lighting

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

City of Bastrop
Client

McCord Engineering, Inc.
Engineer

By Trey Job

By 

Name Trey Job, C.P.M.

Name Rex N. Woods, P.E., President

Date May 1, 2023

Date 4-26-2023

EXHIBIT A-3

House Bill 89 Verification

(not applicable)

EXHIBIT B-1
REQUIREMENTS FOR GENERAL SERVICES CONTRACT

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

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

- A. The City of Bastrop shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement**
- B. A waiver of subrogation in favor of The City of Bastrop shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
- C. All insurance policies shall be endorsed to the effect that The City of Bastrop will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.
- D. All insurance policies, which name The City of Bastrop as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- E. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
- F. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Bastrop of any material change in the insurance coverage.
- G. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
- H. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- I. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Bastrop.
- J. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
- K. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2016/03) Coverage must be written on an occurrence form.
- L. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
- M. Upon request, Contractor shall furnish The City of Bastrop with certified copies of all insurance policies.
- N. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Bastrop within ten (10) business days after contract award and prior to starting any work by the successful contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Bastrop, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Bastrop. The certificate of insurance and endorsements shall be sent to:

**City of Bastrop
Engineering and Capital Project Management Department
P. O. Box 427
1311 Chestnut Street
Bastrop, TX 78602**

INSURANCE REQUIREMENTS

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

Coverages Required & Limits (Figures Denote Minimums)

<u>X</u> Workers' Compensation	Statutory limits, State of TX.		
<u>X</u> Employers' Liability	\$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate		
<u>X</u> Commercial General Liability:			
	<u>Very High/High Risk</u>	<u>X</u> <u>Medium Risk</u>	<u>Low Risk</u>
Each Occurrence	\$1,000,000	\$500,000	\$300,000
Fire Damage	\$300,000	\$100,000	\$100,000
Personal & ADV Injury	\$1,000,000	\$1,000,000	\$600,000
General Aggregate	\$2,000,000	\$1,000,000	\$600,000
Products/Compl Op	\$2,000,000	\$500,000	\$300,000
XCU	\$2,000,000	\$500,000	\$300,000

<u>X</u> Automobile Liability: (Owned, Non-Owned, Hired and Injury & Property coverage for all)			
	<u>Very High/ High Risk</u>	<u>X</u> <u>Medium Risk</u>	<u>Low Risk</u>
Combined Single Limits	Combined Single Limits	Combined Single Limits	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.

Engineering Design Services-McCord Engineering_Downtown Lighting_contract (signed by McCord)


Final Audit Report


2023-05-01


Created:	2023-05-01
By:	Jimmie Campbell (jcampbell@cityofbastrop.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7C9skDoPljFJe08icO9eiC7spPj4_Lss


"Engineering Design Services-McCord Engineering_Downtown Lighting_contract (signed by McCord)" History

 Document created by Jimmie Campbell (jcampbell@cityofbastrop.org)
2023-05-01 - 8:39:36 PM GMT

 Document emailed to Trey Job (tjob@cityofbastrop.org) for signature
2023-05-01 - 8:40:11 PM GMT

 Email viewed by Trey Job (tjob@cityofbastrop.org)
2023-05-01 - 8:45:50 PM GMT

 Document e-signed by Trey Job (tjob@cityofbastrop.org)
Signature Date: 2023-05-01 - 8:46:07 PM GMT - Time Source: server

 Agreement completed.
2023-05-01 - 8:46:07 PM GMT



McCORD
ENGINEERING, INC.

McCord Engineering, Inc.

916 Southwest Parkway East
College Station, Texas 77840
(979) 764-8356 Fax (979) 764-9644

CHANGE ORDER NO. 1
City of Bastrop
Main Street Tree Lighting Project
BPL-3-M.1

McCord Engineering, Inc. (MEI) is requesting a change order (No. 1) from the City of Bastrop (Bastrop) concerning the Main Street Tree Lighting Project Purchase Order No. 23-00795 dated April 10, 2023.

Please review the following change order request and submit your signed approval at your earliest convenience.

A. Additional work outside the original scope and reason for Change Order:

1. 10 poles were added to the original scope of work after the design had been completed.
2. 27 poles were removed from the project after 10 additional poles were added and designed, along with a reduction in metering points.
3. MEI made 3 trips to Bastrop to work out each of the 3 designs.
4. Material list had to be updated for each of the 3 designs.

Original Engineering Contract Amount \$22,000.00
Change Order No. 1 \$ 3,000.00

New Contract Amount with Approved Change Order No. 1 \$25,000.00

In witness whereof, both parties have executed this agreement to be effective on the date of the signatures below:

City of Bastrop

By: 
Sylvia Carrillo (Sep 6, 2023 09:45 CDT)

Name: Sylvia Carrillo

Title: City Manager

Date: Sep 6, 2023

McCord Engineering, Inc.

By: 

Name: Rex N. Woods, P.E.

Title: President

Date: 8.29.2023






Change Order 1_Main Street Lighting BPL-3-M.1

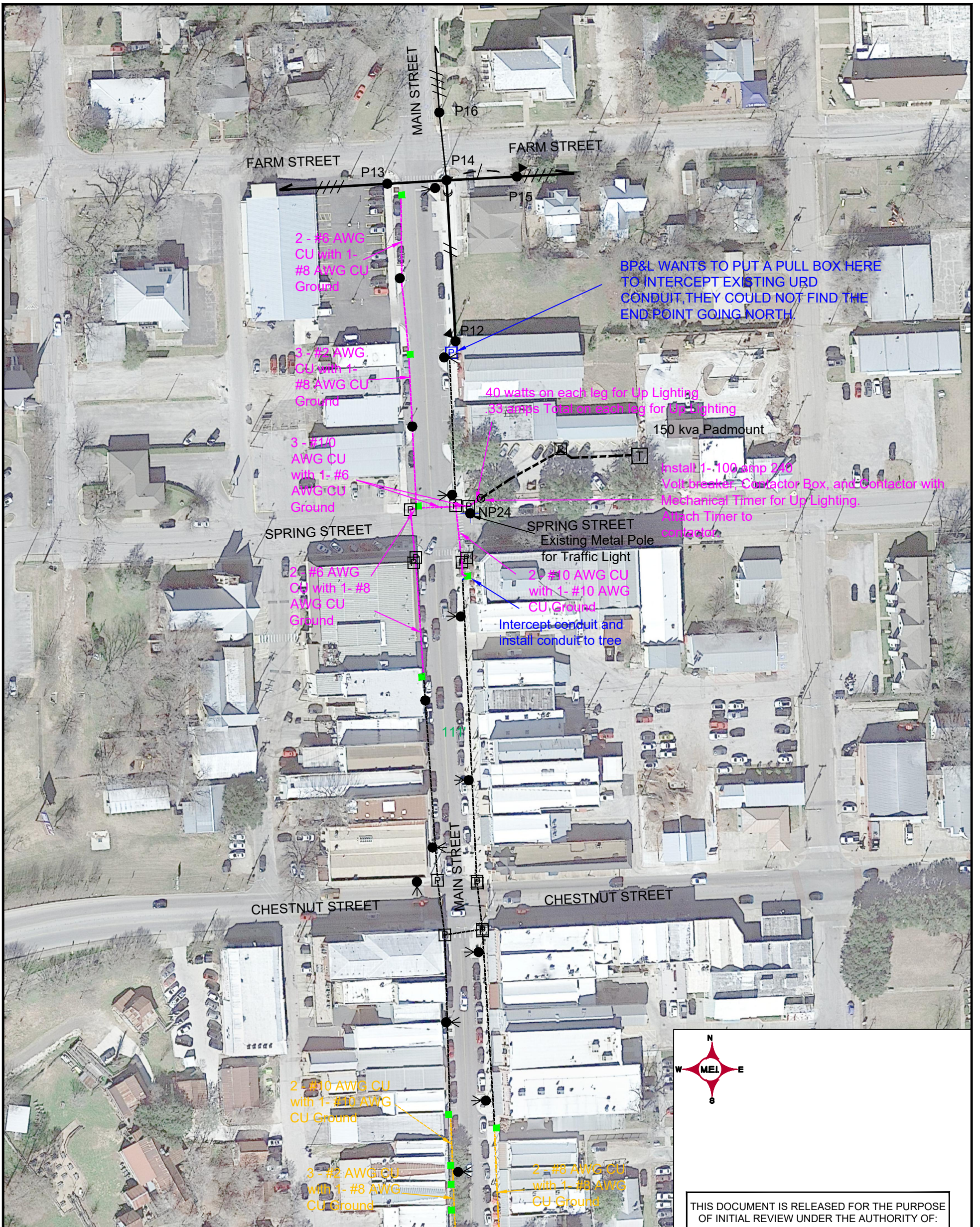
Final Audit Report

2023-09-06

Created:	2023-09-06
By:	Mary Dearing (mdearing@cityofbastrop.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXYcLVLG0LfrUXrd4oS_kEQ7f4Dy88Cxe

"Change Order 1_Main Street Lighting BPL-3-M.1" History

-  Document created by Mary Dearing (mdearing@cityofbastrop.org)
2023-09-06 - 1:59:23 PM GMT
-  Document emailed to Sylvia Carrillo (scarrillo@cityofbastrop.org) for signature
2023-09-06 - 1:59:48 PM GMT
-  Email viewed by Sylvia Carrillo (scarrillo@cityofbastrop.org)
2023-09-06 - 2:44:52 PM GMT
-  Document e-signed by Sylvia Carrillo (scarrillo@cityofbastrop.org)
Signature Date: 2023-09-06 - 2:45:32 PM GMT - Time Source: server
-  Agreement completed.
2023-09-06 - 2:45:32 PM GMT

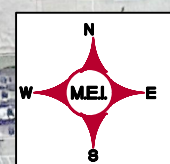


BP&L WANTS TO PUT A PULL BOX HERE TO INTERCEPT EXISTING URD CONDUIT, THEY COULD NOT FIND THE END POINT GOING NORTH

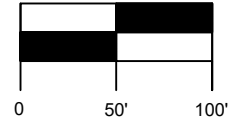
40 watts on each leg for Up Lighting
33 amps Total on each leg for Up Lighting

Install 1-100 amp 240 Volt breaker, Contactor Box, and Contactor with Mechanical Timer for Up Lighting. Attach Timer to Contactor

Intercept conduit and install conduit to tree



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 REX N. WOODS, P.E. 87089
 SEPTEMBER 13, 2023
 IT IS NOT TO BE USED FOR BIDDING OR CONSTRUCTION PURPOSES.



LEGEND

- | | | | |
|--|--------------------------------------|--|---|
| | NORTH UP LIGHTING CIRCUIT | | EXISTING GUY LOCATION |
| | MIDDLE UP LIGHTING CIRCUIT | | EXISTING SINGLE-PHASE OVERHEAD POWER LINE |
| | SOUTH UP LIGHTING CIRCUIT | | EXISTING THREE-PHASE OVERHEAD POWER LINE |
| | RETIRE SERVICE WIRE | | PULL BOX |
| | PROPOSED TRANSFORMER IN NEW LOCATION | | PROPOSED PULL BOX |
| | EXISTING POLE | | PADMOUNT TRANSFORMER |
| | PROPOSED POLE IN NEW LOCATION | | TREE LOCATION |
| | PROPOSED POLE IN EXISTING LOCATION | | METER/BREAKER BOX |
| | EXISTING TRANSFORMER | | EXISTING ANTIQUE STREET LIGHT |
| | | | PROPOSED METER IN NEW LOCATION |
| | | | EXISTING LUMINAIRE |

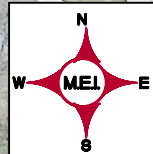
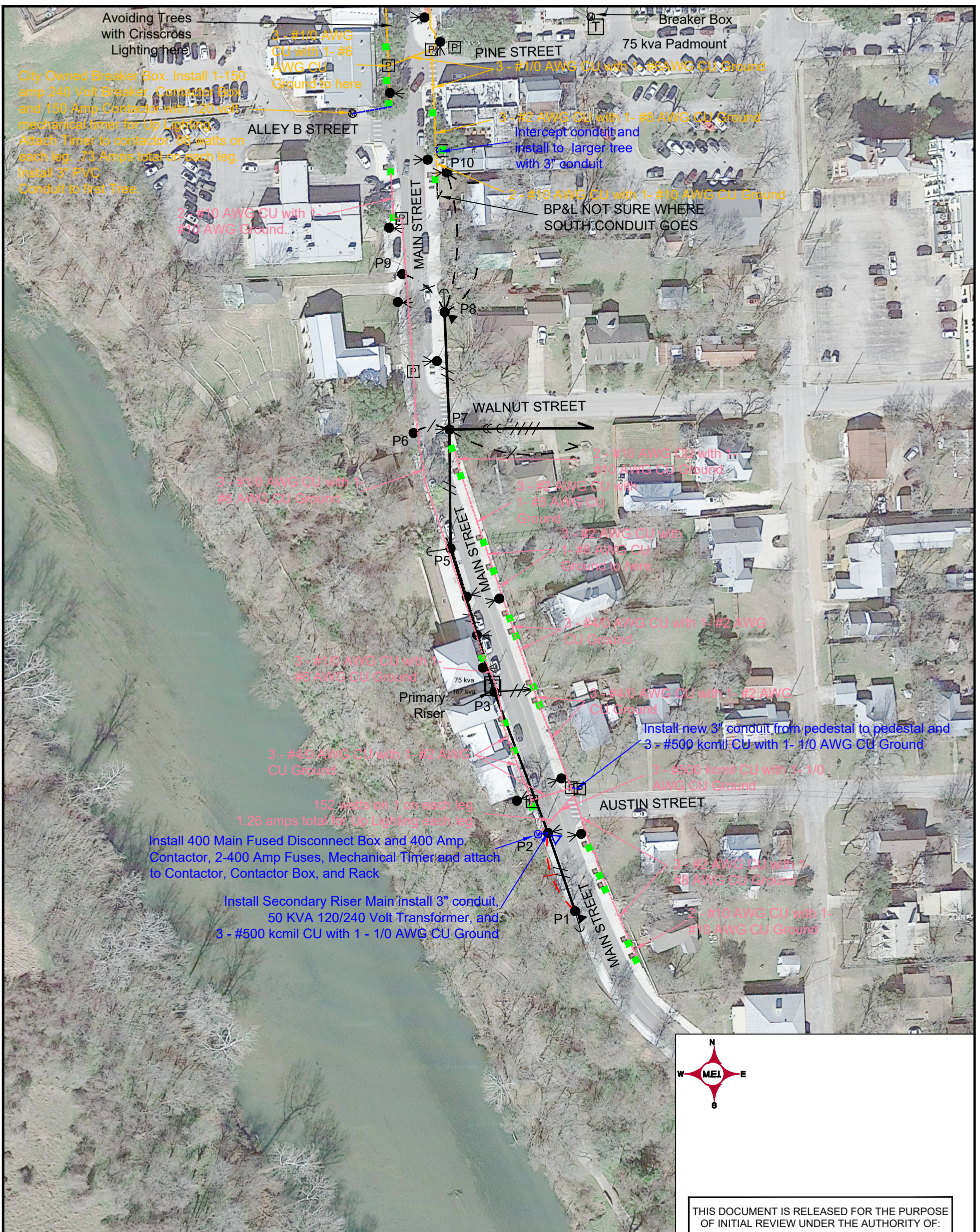
**PRELIMINARY
NOT FOR CONSTRUCTION**

BASTROP POWER & LIGHT

CONSTRUCTION DRAWING
 DOWNTOWN LIGHTING
 P.O.# 23-00795

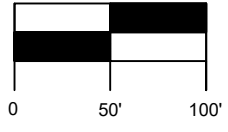
Texas Registered Engineering Firm F-2664
 916 Southwest Parkway East
 College Station, TX 77840
 (979) 764-8356

SCALE: 1" = 100'	DATE: 5-24-23	DWG. NO. MEI-17081-1	SHEET NO. 1 OF 2
DRAWN BY: BML	JOB CODE: BPL-3-M.1	REV.	



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LEGEND



- | | | | |
|--|--------------------------------------|--|---|
| | NORTH UP LIGHTING CIRCUIT | | EXISTING GUY LOCATION |
| | MIDDLE UP LIGHTING CIRCUIT | | EXISTING SINGLE-PHASE OVERHEAD POWER LINE |
| | SOUTH UP LIGHTING CIRCUIT | | EXISTING THREE-PHASE OVERHEAD POWER LINE |
| | RETIRE SERVICE WIRE | | PULL BOX |
| | PROPOSED TRANSFORMER IN NEW LOCATION | | PROPOSED PULL BOX |
| | EXISTING POLE | | PADMOUNT TRANSFORMER |
| | PROPOSED POLE IN NEW LOCATION | | TREE LOCATION |
| | PROPOSED POLE IN EXISTING LOCATION | | METER/BREAKER BOX |
| | EXISTING TRANSFORMER | | EXISTING ANTIQUE STREET LIGHT |
| | | | PROPOSED METER IN NEW LOCATION |
| | | | EXISTING LUMINAIRE |

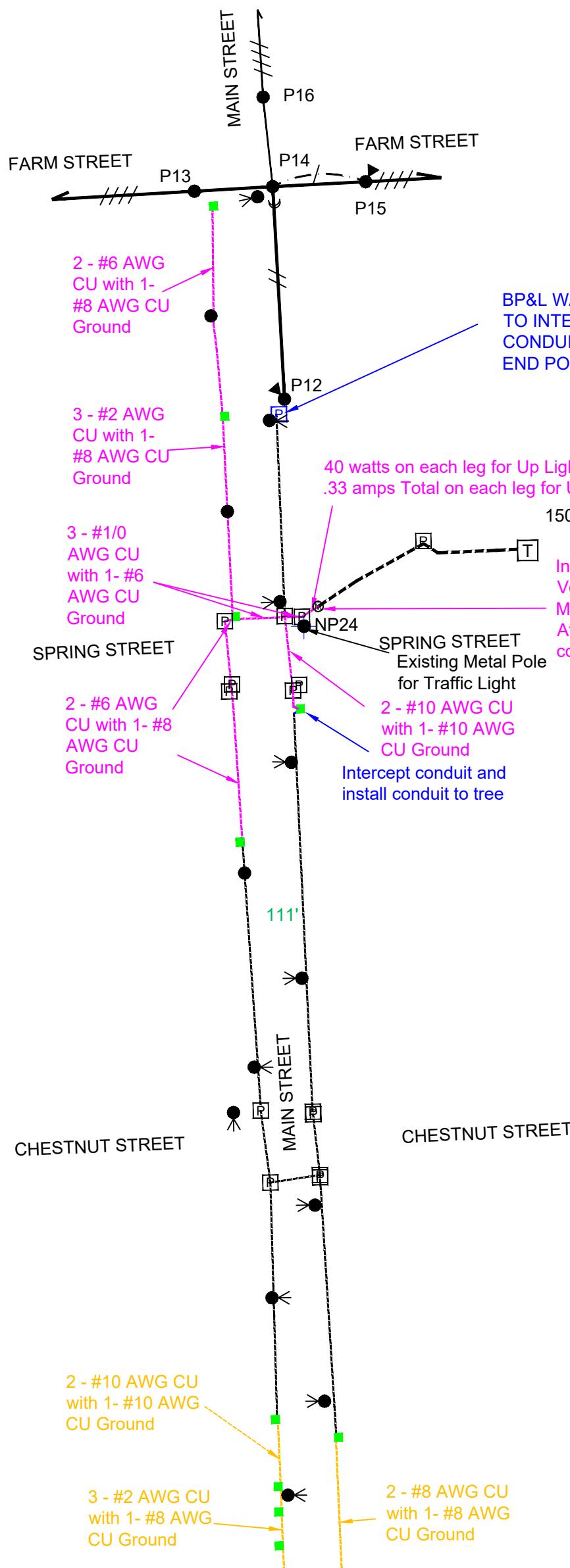
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BASTROP POWER & LIGHT

CONSTRUCTION DRAWING
 DOWNTOWN LIGHTING
 P.O.# 23-00795

Texas Registered Engineering Firm F-2664
 916 Southwest Parkway East
 College Station, TX 77840
 (979) 764-8356

SCALE: 1" = 100'	DATE: 5-24-23	DWG NO. MEI-17081-2	SHEET NO. 2 OF 2
DRAWN BY: BML	JOB CODE: BPL-3-M.1	REV.	



BP&L WANTS TO PUT A PULL BOX HERE TO INTERCEPT EXISTING URD CONDUIT, THEY COULD NOT FIND THE END POINT GOING NORTH.

150 kva Padmount

Install 1- 100 amp 240 Volt breaker, Contactor Box, and Contactor with Mechanical Timer for Up Lighting. Attach Timer to contactor.

40 watts on each leg for Up Lighting
.33 amps Total on each leg for Up Lighting

2 - #6 AWG CU with 1- #8 AWG CU Ground

3 - #2 AWG CU with 1- #8 AWG CU Ground

3 - #1/0 AWG CU with 1- #6 AWG CU Ground

2 - #6 AWG CU with 1- #8 AWG CU Ground

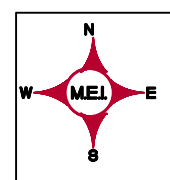
2 - #10 AWG CU with 1- #10 AWG CU Ground

Intercept conduit and install conduit to tree

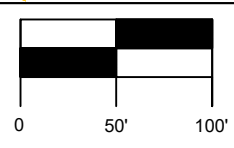
2 - #10 AWG CU with 1- #10 AWG CU Ground

3 - #2 AWG CU with 1- #8 AWG CU Ground

2 - #8 AWG CU with 1- #8 AWG CU Ground



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LEGEND

	NORTH UP LIGHTING CIRCUIT		EXISTING GUY LOCATION
	MIDDLE UP LIGHTING CIRCUIT		EXISTING SINGLE-PHASE OVERHEAD POWER LINE
	SOUTH UP LIGHTING CIRCUIT		EXISTING THREE-PHASE OVERHEAD POWER LINE
	RETIRE SERVICE WIRE		PULL BOX
	PROPOSED TRANSFORMER IN NEW LOCATION		PROPOSED PULL BOX
	EXISTING POLE		PADMOUNT TRANSFORMER
	PROPOSED POLE IN NEW LOCATION		TREE LOCATION
	PROPOSED POLE IN EXISTING LOCATION		METER/BREAKER BOX
	EXISTING TRANSFORMER		EXISTING ANTIQUE STREET LIGHT
			PROPOSED METER IN NEW LOCATION
			EXISTING LUMINAIRE

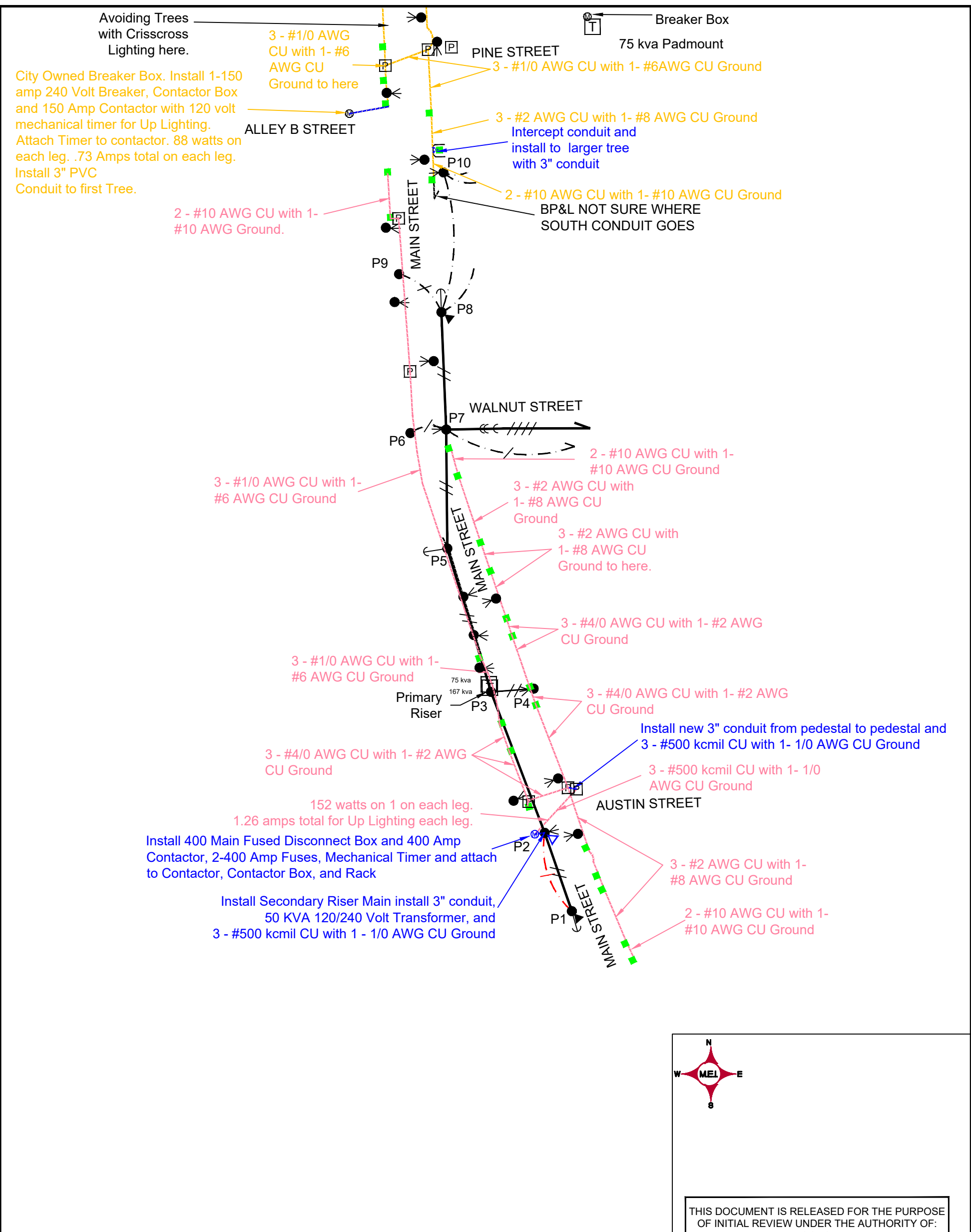
**PRELIMINARY
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BASTROP POWER & LIGHT

CONSTRUCTION DRAWING
 DOWNTOWN LIGHTING
 P.O.# 23-00795

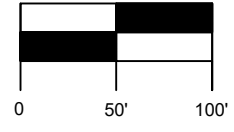
Texas Registered Engineering Firm F-2664
 916 Southwest Parkway East
 College Station, TX 77840
 (979) 764-8356

SCALE: 1" = 100'	DATE: 5-24-23	DWG NO. MEI-17081-1	SHEET NO. 1 OF 2
DRAWN BY: BML	JOB CODE: BPL-3-M.1	REV.	



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LEGEND

- | | | | |
|--|--------------------------------------|--|---|
| | NORTH UP LIGHTING CIRCUIT | | EXISTING GUY LOCATION |
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| | RETIRE SERVICE WIRE | | PULL BOX |
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| | PROPOSED POLE IN NEW LOCATION | | TREE LOCATION |
| | PROPOSED POLE IN EXISTING LOCATION | | METER/BREAKER BOX |
| | EXISTING TRANSFORMER | | EXISTING ANTIQUE STREET LIGHT |
| | | | PROPOSED METER IN NEW LOCATION |
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DRAWN BY: BML	JOB CODE: BPL-3-M.1	MEI-17081-2	REV.