

RESOLUTION NO. R-2023-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AWARDED A CONTRACT FOR THE UPDATE TO THE 2016 COMPREHENSIVE PLAN TO HALFF ASSOCIATES, INC IN AN AMOUNT NOT TO EXCEED ONE HUNDRED EIGHTEEN THOUSAND, TWO HUNDRED FORTY DOLLARS (118,240.00) HEREBY ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City 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 Bastrop Comprehensive Plan (2016-2036) was an update to the City's previous comprehensive Plan - originally adopted in 2001. This plan is a visionary policy document that guides long-term operations.

WHEREAS, A Comprehensive Plan is a long-range planning document used to guide issues such as how to facilitate orderly growth, it identifies what is shaping the community, it helps build consensus and commitment between citizens, city staff and the elected and appointed officials. It also provides a list of implementation actions.

WHEREAS, The City of Bastrop has chosen Kimley-Horn from a list of qualified consulting firms identified by the City of Bastrop.

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

Section 1: That the City Manager is hereby authorized to execute a contract, for the for the update to the 2016 Comprehensive Plan with Halff Associates, Inc in an amount not to exceed One Hundred Eighteen Thousand, Two Hundred Forty Dollars (118,240.00) as exhibit A

Section 2: That the City Council of the City of Bastrop has found Halff to be a subject matter expert in the field of comprehensive planning.

Section 3: All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 25th day of April 2023.

APPROVED:



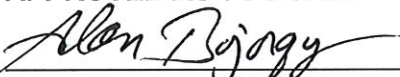
Connie B. Schroeder, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney

CITY OF BASTROP
STANDARD CONTRACT FOR GENERAL SERVICES

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

This General Services Contract (“Contract”) is entered by and between the **City of Bastrop**, a Texas Home-Rule Municipal Corporation (the “City”), and **Halff Associates, Inc.**, a Texas corporation (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 “Professional Services”).

I. General Information and Terms.

Engineer’s/Contractor’s Name and Address:	Halff Associates, Inc. 13620 Briarwick Drive, Suite 100 Austin, Texas 78729 Attn: Jordan Maddox
General Description of Services:	Comprehensive Plan 5-Year Update
Maximum Contract Amount:	\$118,240
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 require its subcontractors on a flow-down basis to observe all the terms of this Contract to the extent that they may be applicable to each subcontractor. Contractor will contractually require that its subcontractors and other members of Contractor Group to be bound to and assume the same obligations and duties to the City that Contractor is obligated and assumes to the City in this Agreement including, but not limited to, all indemnity obligations, safety obligations, training and qualification obligations of employees and personnel, inspection obligations, quality of Work obligations, covenants and warranty obligations, and insurance obligations. 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
CITY OF BASTROP, GENERAL SERVICES CONTRACT/Page 3

LAW, THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS 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 BY CONTRACTOR HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM CLAIMS, DEMANDS, AND CAUSES OF ACTION, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON, AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY TO THE EXTENT ARISING OUT OF THE NEGLIGENCE, RECKLESSNESS, OR WILLFUL MISCONDUCT OF CONTRACTOR, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, OR SUBCONTRACTORS..

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

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

Q. Documents and Data, Licensing of Intellectual Property, and Copyright. All Work progress and final documents and data produced by Contractor during the term of the Contract shall be and remain the property of the City. For purposes of this Contract, the term "Documents and Data" include any original work (the Work), reports, analyses, plans, drawings, designs, renderings, specifications, notes, summaries, charts, schedules, spreadsheets, calculations, lists, data compilations, documents, or any other material developed and assembled by or on behalf of the City in the performance of this Contract. It also includes any medium in which the Documents

and Data are kept, including digitally, magnetically, or electronically. This Contract creates at no cost to the City, a perpetual license for the City to use any picture, video, music, brochure, writing, trademark, logo, or other work created by the Contractor for the use of the City, as a “work made for hire” as defined by federal copyright law. The City, as the author and owner of the copyright to the Work, may alter, reproduce, distribute, or make any other use of the Work as it deems appropriate.

R. Standard of Care for Architects and Engineers. Services must be performed with the professional skill and care ordinarily provided by competent licensed engineers or registered architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

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

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

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

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

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

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

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

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

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

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

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

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

III. Additional Terms or Conditions.

Insurance

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

A. Audit

Contractor shall, and shall ensure that its affiliates, subsidiaries, contractors, subcontractors, consultants, agents, and any other person associated with Contractor including those in Contractor Group, keep full and accurate books and records with respect to all Work performed, and all payments and expenditures in connection with this Agreement. The records to be maintained and retained by Contractor Group shall include, without limitation, (a) payroll records accounting for total time distribution of Contractor's employees working full or part time on the Project, as well as canceled payroll checks or signed receipts for payroll payments in cash; (b) invoices for purchases, receiving and issuing documents, and all other unit inventory records for Contractor's

stores, stock, or capital items; (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other Third Parties' charges, including, but not limited to, Equipment rental; (d) travel and entertainment documentation, including, but not limited to, employee expense reports and Contractor facility usage reports; and (e) all field tickets or similar documentation evidencing the Work. The City shall have the right at all reasonable times, for a period of five (5) years from the completion of the Work, to audit and inspect such books and records (excluding trade secrets, formulas, confidential data, proprietary information, or processes).

B. Reports of Incidents

Within twenty-four (24) hours upon occurrence, Contractor shall provide in writing to the City notice and details of any known 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 provide notice in writing within twenty-four (24) hours of any claim, demand, or suit that may be presented to or served upon it arising out of or as a result of Work.

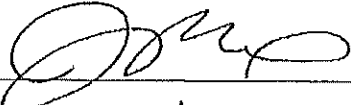
IV. Additional Contract Documents. The following documents attached to this Contract are part of this Contract:


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

V. Signatures.

HALFF ASSOCIATES, INC.

CITY OF BASTROP

By: 

By: 

Printed Name: Jordan Maddox

Printed Name: Sylvia Carrillo

Title: Director of Planning

Title: City Manager

Date: 3/9/22

Date: May 3, 2023

EXHIBIT A-1

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

(See Attached)

EXHIBIT A-2

Scope of Services dated April 2023

(See Attached)

EXHIBIT 'A-2' - SCOPE OF SERVICES

Bastrop 5-Year Land Use Update Bastrop, TX

The primary purpose of this planning effort is to prepare an update to the City of Bastrop's Comprehensive Plan, with a focus on growth and land use. This planning effort will engage the citizens of Bastrop to assess and affirm the future direction of growth and development.

This planning process and the resulting policies will be critical to the City's ability to continue to promote intentional and positive growth in the future. This includes doubling down on unique community assets, citizen input on long-range goals, and ensuring alignment in various master plans and regulations.

Key Halff project staff assigned to the plan update effort include:

- Ylda Capriccioso – Project Manager
- Jordan Maddox, AICP – Senior Technical Advisor
- Matt Bucchin, AICP – Principal in Charge, QA/QC
- Whitney Linder – Planning Support, Engagement
- Julian Salas-Porras – GIS / Mapping

Key Bastrop leaders guiding the plan update:

- Trey Job - Project Administrator
- Keehren Baah – Deputy Project Administrator
- Planning and Zoning Commission (P&Z) – Serve as Steering Committee
- Staff department heads/representatives – Internal Committee (CPC)
- City Council

PROCESS SUMMARY

Phase One: Discovery

1. Project Kick-off and Driving Tour
2. Project Branding
3. Base Map Preparation
4. Review Previous Plans, Development Trends
5. Implementation Plan Review
6. Demographic and Growth Trend Analysis
7. Create Project Goals and Principles

Phase Two: Outreach

1. Public Engagement Plan
2. Stakeholder Listening Sessions
3. Land Use Workshop with Staff CPC
4. Land Use Workshop with P&Z
5. Public Open House
6. Public Survey
7. Prepare Public Outreach Summary

Phase Three: Alignment

1. Gap Analysis - Plans, Codes and Public Input
2. Affirm Goals and Direction with City Council
3. Develop Land Use Objectives and Alignment Direction

Phase Two: Conclusions

1. Draft Future Land Use Map
2. Plan Edits
3. Public Review and Input
4. Final Draft Chapters 2 and 5 and Adoption

ASSUMPTIONS

- The study area will include all areas in the Bastrop municipal limits and statutory ETJ. Voluntary ETJ will be considered for limited study.
- All draft and final reports will be prepared in Adobe In-Design format. Reports will be provided to the City in INDD and PDF format suitable for distribution electronically and posting to the City website (and project website, if applicable). Associated mapping deliverables will be prepared utilizing CADD or ArcGIS data, as appropriate.
- Day-to-day project record-keeping or summaries will be prepared in Microsoft Office programs (Word, Excel, PowerPoint, etc.).
- Phases and tasks prepared as part of this planning effort may occur concurrently where appropriate, or in some cases may vary from the sequence shown in the scope of work.
- Where possible, stakeholder and planning meetings will be scheduled by the Consultant and/or the City on concurrent days and evenings for greater project efficiency. Virtual and in-person meetings are assumed, where each may be most appropriate.
- Any additional meetings beyond those shown in the scope of work will be considered an additional service and are not included in this scope of services.
- Staff will support and participate in the preparation of the planning process, specifically in the facilitation and outreach efforts of the engagement process, collection of data, support of internal CPC committee and P&Z, review of plan recommendations, and general guidance.
- The final document will be an edited version of the 2016 Comprehensive Plan.

SCOPE OF WORK

1.00 PHASE ONE: DISCOVERY

The following elements will be used to develop an assessment of needs for the plan update.

PROJECT MANAGEMENT (ON-GOING)

Halff's PM Commitment – Halff will manage the project to ensure that it proceeds according to the professional services agreement and this scope of services. This includes timely communication with the City, coordination and scheduling of meetings and deliverables, preparing invoices and progress reports, etc.

PM Coordination Calls – The Halff Project Manager and City's Project Administrator will hold check-in calls twice per month for the first few months and then once a month from there. The purpose is to coordinate, review action items, and ensure the project schedule is maintained.

Plan-Specific Coordination Calls – As needed, coordination calls with technical leaders or CPC will be scheduled for coordination on the specific planning efforts.

1.01 PROJECT KICK-OFF AND CITY TOUR

Halff will prepare for and meet with the core staff project team to kick off the project. This trip to Bastrop will include the scheduling of a 2-hour driving tour of new development, important locations in town, opportunity areas, etc. Ideally, this day-long trip also includes a meeting with City Management and introduction to the internal staff Comprehensive Plan Committee (CPC), which will serve as a working group. This day will accomplish several pre-planning objectives:

- **Orientation.** The staff and Halff team will meet to go over scope, process and gain a complete understanding of the roles and responsibilities of all project participants and desired project outcomes.
- **Schedule.** A draft project schedule will be discussed, to be refined.
- **Public Engagement Plan** – Halff will develop a draft Public Engagement Plan (PEP) that outlines key milestones, dates, strategies, and input targets for the entire project. The PEP will also include detailed engagement strategies needed for the specific plans. The PEP will be developed and agreed upon by City staff and Halff team within the first month of the project. The document will be used to guide community engagement efforts.
- **Metrics.** Key project milestones will be discussed and agreed upon as well as QA/QC

Product - Initial meeting with City of Bastrop staff; meeting notes

Items Provided by City of Bastrop - Recommend staff to attend; attend meeting; provide data as required to begin planning process.

1.03 PRE-PLANNING AND BACKGROUND INFORMATION

Request for Information and Data Collection – Halff will prepare a Request for Information (RFI) for the City to provide important background data, files, photos, plans, and other pertinent information to the project. The RFI will also include information from City staff documenting progress implementing prior plan actions to understand previous plan implementation progress and which plan goals and objectives remain community priorities.

Background Analysis – Halff will review and prepare the following to set up a foundation for the planning projects:

- Prepare associated base maps (GIS files)
- Review and analyze previous studies, plans, and other documentation (from the City or regional efforts) that may influence, affect, or impact this planning effort and identify existing recommendations from other sources that may support this planning effort or its post-adoption implementation actions.

Departmental Questionnaires and Meetings – Halff will prepare and distribute questionnaires to City departments to understand existing conditions and near- and long-term needs. These surveys will also help to create departmental buy-in to the project. These can be adjusted as needed per Bastrop departments.

- City Administration
- Planning and Development Services
- Economic Development
- Finance
- Public Safety
- Engineering, Public Works, and Utilities
- Parks and Recreation
- Main Street and Tourism
- Communications

1.02 PROJECT BRANDING

To be prepared by the City of Bastrop.

1.03 BASE MAP PREPARATION

The base mapping will be prepared in a digital format (through incorporation and enhancement of existing City of Bastrop digital base mapping files). Include existing and proposed thoroughfare, land use, park and trail, zoning, and other pertinent data.

Product - Base map for foundation of planning efforts.

Items Provided by City of Bastrop - Digital copies of most recent City mapping, including regional level maps, digital aerial photography, citywide maps illustrating existing zoning and sector maps illustrating existing and proposed land use and thoroughfares.

1.04 REVIEW PREVIOUS PLANS AND TRENDS

Review other past or ongoing efforts and trends that may influence the plan development. This will include but not limited to:

- B3 Code;
- Previous park master plan;
- Previous trails master plan;
- Previous comprehensive plan;
- Water and Wastewater Master Plan;
- Transportation Master Plan;
- The current land development regulations;
- Current city zoning and Future Land Use Plan;
- Development trends and maps;
- Any other plans the City decides are relevant to this planning process.

Product - Review of past studies and reports.

Items Provided by City of Bastrop - Provide copies of all relevant reports and documents.

1.05 IMPLEMENTATION PLAN REVIEW

City staff exercise to review implementation action plan of the existing comprehensive plan and mark-through completed tasks, ongoing efforts, still-relevant goals and objectives, challenges with existing plans, desired new actions and new/amended goals and objectives.

Items Provided by City of Bastrop - Provide material to Halff as baseline understanding of staff needs and changes from 2016. Will not be used as sole guidance for edits to plan but is critical information to Halff to understand progress and present status.

1.06 DEMOGRAPHIC AND GROWTH TREND ANALYSIS

From population data provided by the City of Bastrop and based on the Year 2020 Census data or other project census information:

- Current population, past growth patterns;
- Future growth forecasts
- Typical population profile, based on sex, age, ethnicity, income and education, (based on Year 2020 Census data);
- Regional population characteristics;
- Key population needs based on demographics;

Product – Future population projections; summary of population and demographic data found.

Items provided by City of Bastrop - Population and building data; any local demographic data; confirm population projections for planning process.

2.00 PHASE TWO: OUTREACH

The following elements will be used to understand the desires of the general public, community leaders, and stakeholders. While the bulk of these efforts will take place within the Outreach phase of the project, some meetings will take place at other times. The Public Engagement Plan will be finalized early in the process and will detail the timeframes for these activities.

2.01 COUNCIL VISIONING SESSION

Halff will lead a 60-75 minute workshop with Council and Mayor prior to or as part of the public kick-off. This session is viewed as an opportunity to identify their general goals and desired outcomes for this process and visioning Q&A related to recent and future development of the community. This discussion of core values and desires will help foster specific goals and priorities to achieve those community objectives through various future planning efforts.

Products – Presentation and discussion led by Halff. Summary of key takeaways to be included in plan or separate report.

Items Provided by City of Bastrop – Facilitation of meeting, participation in presentation.

2.02 STAKEHOLDER LISTENING SESSIONS

Halff will conduct focus group sessions (60-75 minutes) with people or groups identified by the City as community stakeholders or interested parties. These small-group listening sessions should be comprised of 5-8 people per meeting and are intended to identify issues and opportunities for the future of Bastrop. Meetings with the following potential stakeholders are suggested but may be altered based on suggestions by the City's Project Administrator. Staff should attend but not be an integral part of these discussions.

The meetings can be conducted in either the following formats:

- ***In-Person Meetings:*** During a trip to Bastrop, Halff can conduct a day of meetings (one-hour increments) with stakeholders (***up to four (4) meetings***).
- ***Virtual Meetings:*** Within a two-week timeframe, Halff can meet with stakeholders via Zoom or MS Teams (***up to six (6) meetings***).

2.03 LAND USE WORKSHOPS WITH STAFF CPC AND P&Z

Halff will prepare a series of base maps for these workshops. This will include an in-person 'maps and markers' activity for both the CPC and the P&Z. These maps will provide the foundation for an opportunities assessment of areas in the city to Strengthen, Transform, Preserve, Enhance and Grow – including land use, development character, open space,

Products – Preparations of base maps and two workshops; prepare a digital final draft for presentation and the final plan document.

Items Provided by City of Bastrop - Review mapping and summary report and comment as applicable.

2.04 ONLINE COMMUNITY SURVEY

Halff will prepare and administer one (1) online public survey to be conducted early in the planning process. This includes preparing a draft survey and social media flyer and vetting with City staff. The City will be responsible for all preparing and facilitating the advertising of the survey through social media, website and other media outreach tools. It is recommended that the City consider offering participation incentive(s), as appropriate, to take the survey. Halff will tabulate the survey results and incorporate, as appropriate, into the plan. The survey can be prepared in additional languages besides English for an additional service.

Products – Preparations of draft survey for review by staff; link to the survey for the website. Tabulated raw data compilation and high-level summary with infographics and written takeaways for use during the process.

Items Provided by City of Bastrop – Review and confirmation of survey questions; public outreach to advertise the survey through various methods.

2.05 PUBLIC OPEN HOUSE

Halff will conduct a community open house towards the end of the outreach phase of the planning process. This open house will follow Council, P&Z, Stakeholder, CPC and Core Staff Team inputs and exercises. The purpose of the open house is to present some preliminary plan themes, collect community preferences and big ideas, and glean a clear understanding of the citizen desires for future growth and development. The event will be a come-and-go format with educational elements, interactive inputs, survey-taking, kids corner, refreshments, and open conversation. There will be no presentation or townhall type Q&A at this event.

Products – Halff to prepare education and input stations and provide staffing for the event.

Provided by City of Bastrop - Establish location and time for the event, provide refreshments, advertise, provide laptops, tables/chairs, and general meeting logistics.

2.06 P&Z MEETINGS (TOTAL)

Halff will conduct three (3) in-person meetings with the Planning and Zoning Commission (P&Z) to guide the development of the plan. This includes the Land Use Workshop previously mentioned. The three meetings will generally account for the following:

- Issue identification and land use workshop exercise
- Midpoint check-in and review of public input and findings
- Presentation of the complete draft plan for feedback and final direction

Additionally, the staff team will be prepared to present updates at regular P&Z meetings and seek input where appropriate.

Products – Presentations and discussions led by Halff. Summary of key takeaways to be included in plan or separate report.

Items Provided by City of Bastrop – Facilitation of meeting, participation in presentations.

2.07 PUBLIC OUTREACH SUMMARY

Halff will prepare a summary of the full public outreach to include:

- Council Visioning
- Land Use Workshops (2)
- Public Opinion Survey
- Open House Results
- Stakeholder Group takeaways

3.00 PHASE THREE: ALIGNMENT

The following elements will build off the initial phases of discovery and outreach to affirm direction and develop objectives to align plans and strategies.

3.01 GAP ANALYSIS - PLANS, CODES AND PUBLIC INPUT

Halff will prepare a summary of challenges and gaps in these various master plans and codes and identify opportunities. Halff will use public input to confirm vision and goals based on community desires.

3.02 AFFIRM GOALS AND DIRECTION WITH CITY COUNCIL

Halff will attend a workshop or an item at Council meeting item to provide a mid-year update with Public Outreach Summary presented. Halff will seek direction from Council affirming or amending the Plan Goals and general direction of the next steps of plan development.

3.03 LAND USE OBJECTIVES AND ALIGNMENT DIRECTION

Halff will work with the Core Steam to set objectives for the Future Land Use Plan and associated growth plans in order to complete the draft maps. These objectives will also set the stage for Chapter 2 and Chapter 5 edits following the public and Council inputs. This stage will also include refinement of land use character analysis and primary targets for plan objectives and recommendations for plan alignments.

4.00 PHASE FOUR: CONCLUSIONS

The following elements will build off the initial phases of discovery and outreach to affirm direction and develop objectives to align plans and strategies.

4.01 DRAFT FUTURE LAND USE PLAN MAP

Preparation of draft Future Land Use Plan and Growth Plan maps for staff review.

Products – Digital pdf maps format for review by staff.

Items Provided by City of Bastrop – Provide comments, facilitate discussion with CPC for comments.

4.02 PLAN EDITS

Halff will provide initial draft edits of Chapters 2 and 5 for staff review and discussion.

Product – Draft language in pdf format or Word format, staff preference.

Items Provided to City of Bastrop – Review and edits, as appropriate. Quick solicitation of comments from other staff members to move forward to final resolution.

4.03 PUBLIC REVIEW AND INPUT – PRELIMINARY DRAFT

Halff will provide draft copies of the land use map and growth plan maps and preliminary action edits (deleted/revised/new) for posting on the City’s website. The timeframe for public review is anticipated in the draft schedule to be up to two weeks but can be longer at the City’s request.

4.04 FINAL DRAFT CHAPTERS AND ADOPTION

Halff will provide edits based on public input and prepare the adoption versions of the draft chapters for hearings and approvals. Halff will pass the torch to City staff to present the item at any adoption meetings not previously mentioned in the scope.

End of Exhibit ‘A’

EXHIBIT 'B' – BASIS OF COMPENSATION

Bastrop Comprehensive Plan Update City of Bastrop, TX

Base Scope of Work – Halff Associates will provide labor and personnel to perform the base services outlined in Exhibit 'A' on a lump sum basis. Fees for services will be billed on a monthly basis, based on the percentage of work completed.

CORE TASKS	Halff Associates					Task Fee Subtotal
	Yida Cantreloso Project Manager	Jordan Maddox Sr. Technical Advisor	Matt Bucchin Principal/QAQC	Whitney Under Planning Support	Jolian Salas-Porras GIS/Maps	
	\$175.00	\$225.00	\$270.00	\$110.00	\$110.00	
X-Project Management	\$4,200.00	\$3,600.00	\$0.00	\$1,760.00	\$0.00	\$9,560.00
X-QAQC	\$350.00	\$1,800.00	\$2,160.00	\$0.00	\$0.00	\$4,310.00
I-Discovery	\$5,250.00	\$1,800.00	\$2,160.00	\$6,600.00	\$2,200.00	\$18,010.00
Task 1.01: Project Kick-off and Driving Tour	8	0	0	16	0	
Task 1.02: Project Branding	2	0	0	4	0	
Task 1.03: Base Map Preparation	8	0	0	8	20	
Task 1.04: Review Previous Plans, Development Trends	8	8	8	12	0	
Task 1.05: Implementation Plan Review	2	0	0	4	0	
Task 1.06: Demographic and Growth Trend Analysis	2	0	0	16	0	
TOTAL HOURS TASK 1	30	8	8	60	20	
2 - Outreach	\$14,700.00	\$3,600.00	\$2,160.00	\$10,560.00	\$3,520.00	\$34,540.00
Task 2.01: City Council Visioning Session	8	0	4	8	0	
Task 2.02: Stakeholder Listening Sessions	12	0	4	16	0	
Task 2.03: Land Use Workshops	24	8	0	8	16	
Task 2.04: Online Community Survey	8	0	0	12	0	
Task 2.05: Public Open House	12	8	0	20	8	
Task 2.06: P&Z Meetings (Two Additional)	16	0	0	20	8	
Task 2.07: Public Outreach Summary	4	0	0	12	0	
TOTAL HOURS TASK 2	84	16	8	96	32	
3 - Alignment	\$7,700.00	\$5,400.00	\$3,240.00	\$6,600.00	\$0.00	\$22,940.00
Task 3.01: Gap Analysis - Plans, Codes and Public Input	16	8	4	20	0	
Task 3.02: Affirm Goals and Direction with City Council	8	4	4	20	0	
Task 3.03: Develop Land Use Objectives and Alignment Direction	20	12	4	20	0	
TOTAL HOURS TASK 3	44	24	12	60	0	
4 - Conclusions	\$11,550.00	\$2,250.00	\$1,080.00	\$9,460.00	\$3,520.00	\$27,860.00
Task 4.01: Draft Future Land Use Map	16	4	0	18	16	
Task 4.02: Plan Edits	32	4	4	32	0	
Task 4.03: Public Review and Input	8	0	0	12	0	
Task 4.04: Final Draft Chapters 2 and 5 / Adoption	10	2	0	24	16	
TOTAL HOURS TASK 4	66	10	4	86	32	
TOTAL LABOR	\$43,750.00	\$18,450.00	\$10,800.00	\$34,980.00	\$9,240.00	\$117,220.00
Supplies and Materials						\$520.00
Travel Expenses						\$500.00
TOTAL PROJECT FEE						\$118,240.00

Additional Services – Halff Associates can provide additional services as requested by the City that are beyond the Base Scope of Work in Exhibit A.

ADDITIONAL MEETINGS

The Planning Team is available to facilitate additional meetings. The costs of those meetings depend on varying factors but are generally charged in half-day increments. A proposal for each additional meeting will be provided to Staff, as requested. The proposal will include projected costs including, but not limited to, travel expenses (mileage, meals, etc.), meeting preparation time, and meeting time.

FINAL DOCUMENT

Halff will provide digital copies of the final plan. Printed publication may be requested by the City for an add-service.

EXHIBIT 'C' – SCHEDULE FOR COMPLETION

Bastrop Comprehensive Plan Update City of Bastrop, TX

Planning services as described in Exhibit 'A' will be complete within twelve (12) months of the Project Kickoff date below.

Project Kick-off date: **July 6, 2023.**

EXHIBIT A-3

House Bill 89 Verification

(See Attached)

EXHIBIT B-1
REQUIREMENTS FOR GENERAL SERVICES CONTRACT

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

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

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

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

INSURANCE REQUIREMENTS

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

Coverages Required & Limits (Figures Denote Minimums)

Workers' Compensation Statutory limits, State of TX.

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

Commercial General Liability:

	<input type="checkbox"/> Very High/High Risk	<input checked="" type="checkbox"/> Medium Risk	<input type="checkbox"/> Low 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

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

<input type="checkbox"/> Very High/ High Risk	<input checked="" type="checkbox"/> Medium Risk	<input type="checkbox"/> Low Risk
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.

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 Purchasing & Risk Management if you need assistance or need additional information.