

RESOLUTION NO. R-2021-122

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING TWO PROFESSIONAL SERVICES CONTRACTS WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR THE AGNES STREET EXTENSION PROJECT TO A NOT TO EXCEED TOTAL COMBINED AMOUNT OF FIVE HUNDRED THOUSAND DOLLARS AND (\$500,000).; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop City Council understands the value in managing growth for future generations; and

WHEREAS, the City of Bastrop understands that Texas Highway 71 through Bastrop is a designated major hurricane evacuation route for other flood related events throughout central Texas; and

WHEREAS, the City of Bastrop understands that the extension of Agnes Street will provide an alternate route that will reduce the response time of first responders to developing areas on the southwest side of the City; and

WHEREAS, the City of Bastrop approved a list of qualified engineers on July 10, 2018 by Resolution R-2018-54; 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 Professional Services Contracts, to a not to exceed combined amount of five hundred thousand dollars (\$500,000).

Section 2. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop, Texas this 14th day of December 2021.

APPROVED:



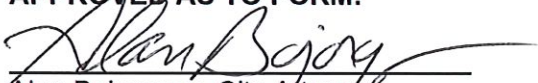
Connie B. Schroeder, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney

**PROFESSIONAL ENGINEERING SERVICES FOR
MITIGATION PROJECTS
UNDER THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

THE City of Bastrop (the “Subrecipient”) and Kimley-Horn and Associates, Inc., Tax Identification Number 56-0885615 (“Provider”), each a “Party” and collectively, “the Parties,” enter into the following contract as of December 14, 2021 for professional engineering services (the “Contract”) pursuant to the Professional Services Procurement Act, TEX. GOVT. CODE 2254 and 2 C.F.R. Part 200.

WHEREAS, the Subrecipient has applied for U.S. Department of Housing and Urban Development Community Development Block Grant – Mitigation (“CDBG-MIT”) funds, administered by the Texas General Land Office (“GLO”) for mitigation assistance; and

WHEREAS, the CDBG-MIT program is funded under the Housing and Urban Development, Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018, Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, Pub. L. No. 115-123.

NOW, THEREFORE, the Parties agree to the following terms and conditions:

I. DEFINITIONS / INTERPRETIVE PROVISIONS / PROJECT DESCRIPTION

1.01 DEFINITIONS

“Activity” means a defined class of works or services authorized to be accomplished using CDBG-MIT grant funds. Activities are specified in Subrecipient Budgets as ‘Category,’ and the terms are interchangeable under this Contract.

“Administrative and Audit Regulations” means the regulations included in Title 2, CFR, Part 200. Chapter 321 of the Texas Government Code; Subchapter F of Chapter 2155 of the Texas Government Code; and the requirements of Article VII herein. With regard to any federal funding, agencies with the necessary legal authority include: the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of Inspector General, and any of their authorized representatives. In addition, state agencies and/or designee’s with the authority to audit and inspect include, the Subrecipient, the GLO, the GLO’s contracted examiners, the State Auditor’s Office, the Texas Attorney General’s Office and the Texas Comptroller of Public Accounts. “Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the execution page, or incorporated by reference, as if physically.

“Benchmark” or “Billing Milestone” means a clearly defined set of incremental services that must be performed; or an interim level of accomplishment that must be met by Provider in order to receive periodic incremental and final reimbursement for services under this Contract.

“CDBG—MIT” means the Community Development Block Grant—Mitigation Program administered by the U.S. Department of Housing and Urban Development, in cooperation with the GLO.

“Certificate of Construction Completion” means a document submitted by Subrecipient or Provider when Punch List of the non-housing project is completed and accepted as built by Subrecipient and Provider as finally completed.

“Contract” means this entire document, along with any Attachments, both physical and incorporated by reference; and any Amendments, Revisions, or Technical Guidance Letters that may be issued by the GLO, to be incorporated by the GLO, to be incorporated by reference herein for all purposes as they are issued, if any.

“Contract Period” means the period of time between the effective date of a contract and its expiration or termination date.

“Deliverable” means a unit or increment of work to include, any item, report, data, document, photograph, or other submission required, including design plans and specifications to be delivered under the terms of this Contract, in whatever form.

“Federal Assurances” means Standard Form 424B (Rev. 7-97 (non-construction projects; or Standard Form 424D (Rev. 7-97 (construction projects, in **Attachment C**, attached hereto and incorporated herein for all purposes.

“Federal Certifications” means U.S. Department of Commerce Form CD-512 (12-04, “Certifications Regarding Lobbying – Lower Tier Covered Transactions,” also in **Attachment C**, attached hereto and incorporated herein for all purposes.

“Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“GAAP” means “Generally Accepted Accounting Principles.”

“GASB” means the Governmental Accounting Standards Board.

“General Affirmations” means the statements in **Attachment B**, attached hereto and incorporated herein for all purposes, which Provider affirms by executing this Contract.

“GLO” means the Texas General Land Office, its officers, employees, and designees.

“HSP” means HUB Subcontracting Plan, as outlined by Chapter 2161 of the Texas Government Code.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“HUD” means the United States Department of Housing and Urban Development.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>

“Non-housing” refers to a project involving the restoration and/or repair of infrastructure facilities and the economic revitalization activities approved under a CDBG-MIT program grant.

“Performance Statement” means Provider’s detailed project summary hereby incorporated for all purposes as **Attachment A**.

“Project” means the professional engineering services described in **SECTION 1.03** of this Contract and in any applicable Attachments.

“Project Completion Report” means a report containing an “as built” accounting of all projects completed under a CDBG-MIT non-housing grant and containing all information required to completely close out a grant file.

“Project Implementation Manual” means a set of guidelines for the CDBG-MIT Program, incorporated herein by reference for all purposes in its entirety.

“Project Period” means the stated time for completion of a Project assigned by Work Order, if any.

“Prompt Pay Act” means Chapter 2251, Subtitle F of Title 10 of the Texas Government Code.

“Provider” means Kimley-Horn and Associate, Inc., selected to provide the services under this Contract, if any.

“Public Information Act” means Chapter 552 of the Texas Government Code.

“Quarterly Report” means a document submitted by Provider to a Subrecipient for approval and submission to the GLO as a condition of reimbursement, as discussed in **SECTION 1.05** and **ARTICLE III**, below.

“RFQ”/“RFP” means the Subrecipient’s Request for Qualifications/Proposals , or the Solicitation, as defined below.

“Scope of Work” means Provider’s detailed scope of work hereby incorporated for all purposes as **Attachment H**.

“Solicitation” means Subrecipient’s Request for Qualifications/Proposals, including any Addenda.

“Solicitation Response” means Provider’s full and complete response to the Solicitation, including any Addenda.

“State of Texas TexTravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Subcontractor” means an individual or business that signs a contract to perform part or all of the obligations of Provider under this Contract.

“Subrecipient” means City of Bastrop, a local governmental body or political subdivision that receives funds under HUD’s CDBG—MIT Program for non- housing projects.

“Subrecipient Agreement” means the contractual agreement for a CDBG-MIT non-housing grant between the GLO and the Subrecipient for which Provider performs services assigned by the Subrecipient, if any.

“Technical Guidance Letter or ‘TGL’” means an instruction, clarification, or interpretation of the requirements of the CDBG-MIT Program, issued by the GLO to specified recipients, applicable to specific subject matter, to which the addressed Program participants shall be subject.

1.02 INTERPRETIVE PROVISIONS

- (a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, attachment, work order, or schedule of this Contract unless otherwise specified;
- (c) The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent that such amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;
- (d) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;
- (e) All attachments within this Contract, including those incorporated by reference, and any amendments are considered part of the terms of this Contract;
- (f) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms;
- (g) Unless otherwise expressly provided, reference to any action of the Subrecipient or by the Subrecipient by way of consent, approval, or waiver shall be deemed modified by the phrase “in its/their sole discretion.” Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the Subrecipient shall not be unreasonably withheld or delayed;
- (h) Time is of the essence in this Contract.
- (i) In the event of conflicts or inconsistencies between this contract and its attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: Signed Contract; Attachments to the Contract: Attachment A, Attachment B, Attachment C, Attachment D, Attachment E, Attachment F, Attachment G and Attachment H. Solicitation Documents; and Provider’s Response to Solicitation.

1.03 PROJECT

Provider shall perform, or cause to be performed, professional engineering services as required for disaster recovery projects in the City of Bastrop, Bastrop County, Texas, authorized under GLO Contract No. 22-085-059-D316 (“Subrecipient’s Contract”), as may be amended from time to time, and as outlined in detail in the Performance Statement, attached hereto and incorporated herein for all purposes as **Attachment A** (“the Project”).

Provider is responsible for obtaining Subrecipient’s most current performance statement and Implementation Schedule, Budget (“Subrecipient’s Documents”), and any other documentation which may be required to accomplish the Project that is the subject of this Work Order. Such documents are incorporated herein by reference in their entirety for all purposes.

No work may begin and no charges may be incurred prior to the effective date of Subrecipient’s Contract and/or Amendment, to which this Work Order is related, with the exception of assistance to Subrecipient in completing the grant application

as necessary, and other pre-execution services authorized by prior, written approval of the GLO, if any. Subrecipient Documents may be obtained from the Subrecipient or the Subrecipient's Grant Administrator, and their effective date and status as executed documents must be confirmed by Provider prior to commencement of any services.

1.04 REPORTING REQUIREMENTS

Provider shall assist the Subrecipient to timely submit all reports and documentation that are required under this Contract and any Subrecipient Agreement.

MONTHLY REPORTS – APPLICABLE TO NON-HOUSING AND HOUSING PROJECTS:

MONTHLY REPORTS ARE REQUIRED AS A CONDITION OF REIMBURSEMENT TO ALL SUBRECIPIENTS. It is incumbent upon Provider to facilitate the submission of each Monthly Report in a timely manner. Each Monthly Report shall include progress made since the prior reporting period, current Benchmarks achieved, projected quantities, problems encountered and detailed plans to correct them, goals to be accomplished in the subsequent reporting period, and any other information as may be required by the GLO.

The GLO may review the Monthly Report(s) and may request revisions to be made. Provider shall make itself aware of such revision requests and shall assist the Subrecipient in making appropriate revisions. Upon acceptance of the Monthly Report and submission of a properly prepared invoice, appropriate payment may be made to Subrecipient and to Provider.

Provider shall facilitate the timely submission to the GLO of such additional information by the Grant Recipient.

Reimbursement may be withheld if a Monthly Report is delinquent or deficient, in the sole discretion of the GLO.

Provider shall submit to the Subrecipient all reports, drawings, surveys, designs, and such other work products as required by the Scope of Services in **Attachment H** of this Work Order and Subrecipient's Contract, and in accordance with the Project Implementation Manual, and any Technical Guidance Letters or Revisions issued by the GLO, if any.

FINAL DOCUMENTATION: By the close of business no later than thirty (30) days after completion of a construction project, Provider shall submit to the Subrecipient and to Subrecipient's Grant Administration Provider, if any, a copy of the executed Certificate of Construction Completion ("COCC") for the project which must include a final, **"as built"** (in pdf and AutoCAD format), report of quantities, Subrecipient asset form, drawings, and specifications used during the course of the project, with justification as to why any variances from original plans, approved pursuant to **SECTION 1.04(c)** of Provider's Contract, were required. **Notwithstanding the preceding** the GLO, in its sole discretion, may approve extensions to this Deliverable due date. Such approvals must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission.

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II

TERM

2.01 DURATION

This Contract shall be effective as of the date of award and shall terminate after closing of project with GLO. Any extensions will be subject to terms and conditions mutually agreeable to both parties.

2.02 ABANDONMENT OR DEFAULT

If the Provider defaults on the Contract, the Subrecipient reserves the right to cancel the Contract without notice and either re-solicit or re-award the Contract to the next best responsive and responsible vendor qualified under the Solicitation. The defaulting provider will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the Subrecipient based on the seriousness of the default.

2.03 TERMINATION OF AGREEMENT FOR CAUSE

If the Provider fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Provider violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the Subrecipient shall have the right to terminate this Agreement by giving written notice to the Provider of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Provider pursuant to this Agreement shall, at the option of the Subrecipient, be turned over to the Subrecipient and become the property of the Subrecipient. In the event of termination for cause, the Provider shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Provider shall not be relieved of liability to the Subrecipient for damages sustained by the Subrecipient by virtue of any breach of the Agreement by the Provider, and the Subrecipient may set-off the damages it incurred as a result of the Provider's breach of the contract from any amounts it might otherwise owe the Provider.

2.04 TERMINATION FOR CONVENIENCE OF THE SUBRECIPIENT

Subrecipient may at any time and for any reason terminate Provider's services and work at Subrecipient's convenience upon providing written notice to the Provider specifying the extent of termination and the effective date. Upon receipt of such notice, Provider shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Provider shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Provider as are permitted by the prime contract and approved by Subrecipient; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Provider prior to the date of the termination of this Agreement. Provider shall not be entitled to any claim or claim of lien against Subrecipient for any additional compensation or damages in the event of such termination and payment.

2.05 CHANGES

The Subrecipient may, from time to time, request changes in the services the Provider will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Provider's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.

2.06 RESOLUTION OF PROGRAM NON-COMPLIANCE AND DISALLOWED COSTS

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG-DR program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. [This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.] If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

2.07 PERSONNEL

- a. The Provider represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Subrecipient.
- b. All of the services required hereunder will be performed by the Provider or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the Subrecipient. Any work or services subcontracted

hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

2.08 ASSIGNABILITY

The Provider shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Subrecipient thereto; Provided, however, that claims for money by the Provider from the City/ County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Subrecipient.

2.09 REPORTS AND INFORMATION

The Provider, at such times and in such forms as the Subrecipient may require, shall furnish the Subrecipient such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

2.10 RECORDS AND AUDITS

The Provider shall insure that the Subrecipient maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Provider and the Subrecipient shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

2.11 FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the Provider under this contract are confidential and the Provider agrees that they shall not be made available to any individual or organization without the prior written approval of the Subrecipient.

2.12 COPYRIGHT

No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Provider.

2.13 COMPLIANCE WITH LOCAL LAWS

The Provider shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Provider shall save the Subrecipient harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

2.14 CONFLICTS OF INTEREST

- a. Governing Body. No member of the governing body of the Subrecipient and no other officer, employee, or agent of the Subrecipient, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of CDBG-MIT award between GLO and the Subrecipient, shall have any personal financial interest, direct or indirect, in the Provider or this Agreement; and the Provider shall take appropriate steps to assure compliance.
- b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the CDBG-MIT award between GLO and the Subrecipient, shall have any personal financial interest, direct or indirect, in the Provider or this Agreement; and the Provider shall take appropriate steps to assure compliance.
- c. The Provider and Employees. The Provider warrants and represents that it has no conflict of interest associated with the CDBG-MIT award between GLO and the Subrecipient or this Agreement. The Provider further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the CDBG-MIT award between GLO and the Subrecipient or in any business, entity, organization or person that may benefit from the award. The Provider further agrees that it will not employ an individual with a conflict of interest as described herein.

2.15 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

The Provider certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Provider. The Provider understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

2.16 EQUAL OPPORTUNITY CLAUSE (APPLICABLE TO CONTRACTS AND SUBCONTRACTS OVER \$10,000).

- The Provider will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- The Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Provider, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- The Provider will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Provider's legal duty to furnish information.
- The Provider will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Provider's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- The Provider will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- The Provider will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- In the event of the Provider's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Provider may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- The Provider will include the portion of the sentence immediately preceding paragraph

(a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Provider will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Provider becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Provider may request the United States to enter into such litigation to protect the interests of the United States.

2.17 CIVIL RIGHTS ACT OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

2.18 SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Provider shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

2.19 SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

The Provider agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

2.20 AGE DISCRIMINATION ACT OF 1975

The Provider shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

2.21 BYRD ANTI-LOBBING AMENDMENT (31 U.S.C. 1352) (IF CONTRACT GREATER THAN OR EQUAL TO \$100,000)

The Provider certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Provider shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

2.22 EXTENT OF AGREEMENT

This Agreement, which includes Parts I-VIII, and Attachments A -H represents the entire and integrated agreement between the Subrecipient and the Provider and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both Subrecipient and the Provider.

III.

CONSIDERATION

3.01 CONTRACT LIMIT, FEES, AND EXPENSES

The application will be completed at a not to exceed \$329,500.00 amount. (To be amended and added with funding.)

Provider will be compensated on a negotiated fee basis, for a not to exceed 15% for the maximum amount available for such services as prescribed by the Subrecipient Agreement, the GLO, HUD or any governing law, for the term of this Contract. Reimbursements shall be commensurate with the work performed as outlined in Attachment H. The Subrecipient agrees to pay Provider in accordance with The Prompt Pay Act, Tex. Govt. Code Ch. 2251.

Grant funds must not be commingled between or among HUD funding rounds; nor between or among Non-Housing and Housing assignments.

Reimbursement for services may be requested based on work performed in accordance with Attachment H, according to the type of services authorized, contingent upon Provider's facilitation of the timely submission of each Monthly Report required, as discussed in SECTION 1.04 above.

At a minimum, invoices must clearly reflect:

- (a) Provider's Contract Number;
- (b) Service Period
- (c) the name and GLO Contract Number (12 digits) of the Subrecipient Agreement to which services have been provided;
- (d) the current amount being billed;
- (e) the cumulative amount billed previously;
- (f) the balance remaining to be billed; and
- (g) an itemized statement of services performed, including documentation as required under the Contract, such as invoices, receipts, statements, stubs, tickets, time sheets, and any other which, in the judgment of the Subrecipient, provides full substantiation of reimbursable costs incurred.

Subject to the maximum Contract amount authorized herein, upon specific, prior, written approval by the Subrecipient, lodging, travel, and other incidental direct expenses may be reimbursed under this Contract for professional or technical personnel who are (a) away from the cities in which they are permanently assigned; (b) conducting business specifically authorized by the Subrecipient; and (c) performing services not originally contemplated in the Scope of Services.

NOTICE TO PROVIDER:

Failure to include all of the information required in SECTION 3.01 with each invoice may result in a significant delay in processing payment for the invoice.

Action: Commencement of Engineering Phase Deliverable: Executed engineering service provider contract in pdf provided during start-up phase as applicable.	0-30%
Action: Completion of Design Phase Deliverable: Complete signed and sealed 100% construction plans in pdf*.	30.01-60%
Action: Commencement of Bid Phase	60.01-70%
Action: Commencement of Construction Phase Deliverable: Signed Notice to Proceed (NTP)*	70.01-85%
Action: Completion of Construction Phase Deliverable: Signed and sealed complete <u>as-built</u> plans in pdf; executed COCC accepted by GLO.	85.01%-100%

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IV.

PROVIDER'S WARRANTY, AFFIRMATIONS, AND ASSURANCES

4.01 PERFORMANCE WARRANTY

Provider represents that all services performed under this Contract will be performed in a manner consistent with a degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Provider represents that all work product, including Deliverables if any, under this Contract shall be completed in a manner consistent with standards in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated Attachments (if any); and shall be fit for ordinary use, of good quality, and with no material defects. If Provider fails to submit Deliverables timely or to perform satisfactorily under conditions required by this Contract, the Subrecipient may require Provider, at its sole expense, to the extent such defect or damage is caused by the negligence of Provider, to (a) repair or replace all defective or damaged Deliverables; (b) refund any payment received for all defective or damaged Deliverables and, in conjunction therewith, require Provider to accept the return of such Deliverables; and/or (c) take necessary action so that future performance and Deliverables conform to the Contract requirements.

4.02 GENERAL AFFIRMATIONS

To the extent that they are applicable, Provider further certifies that the General Affirmations in **Attachment B** have been reviewed, and that Provider is in compliance with each of the requirements reflected therein.

4.03 FEDERAL ASSURANCES

To the extent that they are applicable, Provider further certifies that the Federal Assurances in **Attachment C** have been reviewed and that Provider is in compliance with each of the requirements reflected therein. The Federal Assurance form must be executed by Provider's authorized signatory.

4.04 FEDERAL CERTIFICATIONS

To the extent that they are applicable, Provider further certifies that the Federal Certifications also in **Attachment C** have been reviewed, and that Provider is in compliance with each of the requirements reflected therein. The Federal Certifications form must be executed by Provider's authorized signatory.

In addition, Provider certifies that it is in compliance with any other applicable federal laws, rules, or regulations, as they may pertain to this Contract including, but not limited to, those listed in **Attachment D.**

V. FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT

5.01 FEDERAL FUNDING

- (a) Funding for this Contract is appropriated under the Housing and Urban Development, and the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, Pub. L. 115-123) enacted on February 9, 2018. It is to mitigate disaster risk and reduce future losses, and allow grantees the opportunity to transform state & local planning, and to affirmatively further fair housing in accordance with Executive Order 12892, in areas affected by the 2015, 2016 & Hurricane Harvey (2017) Floods, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). The Fulfillment of the Contract is based on those funds being made available to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-MIT Program, and any other applicable laws. Further, Provider acknowledges that all funds are subject to recapture and repayment for non-compliance.
- (b) **All participants in the CDBG-MIT grant program must have a data universal numbering system (DUNS) number, as well as a Commercial And Government Entity (CAGE) Code.**
- (c) **The DUNS number and CAGE Code must be reported to the GLO for use in various grant reporting documents, and may be obtained by visiting the Central Contractor Registration web site at:**

<https://www.bpn.gov/ccr/>

Assistance with this web site may be obtained by calling 866-606-8220.

5.02 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the Subrecipient, in its sole discretion, may terminate this Contract. In that event, the parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.
- (b) Furthermore, any claim by Provider for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Provider, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

5.03 RECAPTURE OF FUNDS

Provider shall conduct, in a satisfactory manner as determined by the Subrecipient, the Project as set forth in the Contract. The discretionary right of the Subrecipient to terminate for convenience under SECTION 2.02 notwithstanding, it is expressly understood and

agreed by Provider that the Subrecipient shall have the right to terminate the Contract and to recapture, and be reimbursed for any payments made by the Subrecipient (i) that exceed the maximum allowable HUD rate; (ii) that are not allowed under applicable laws, rules, and regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures.

5.04 OVERPAYMENT

Provider understands and agrees that it shall be liable to the Subrecipient or the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Contract. Provider further understands and agrees that reimbursement of such disallowed costs shall be paid by Provider from funds which were not provided or otherwise made available to Provider under this Contract.

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VI

OWNERSHIP

6.01 OWNERSHIP AND THIRD PARTY RELIANCE

- (a) The Subrecipient shall own, and Provider hereby assigns to the GLO, all right, title, and interest in all services to be performed; all goods to be delivered; and/or all other related work product prepared, or in the course of preparation, by Provider (or its subcontractors) pursuant to this Contract, together with all related worldwide intellectual property rights of any kind or character (collectively, the "Work Product"). Under no circumstance will any license fee, royalty, or other consideration not specified in this Contract be due to Provider for the assignment of the Work Product to the GLO or for the GLO's use and quiet enjoyment of the Work Product in perpetuity. Provider shall promptly submit all Work Product to the GLO upon request or upon completion, termination, or cancellation of this Contract for any reason, including all copies in any form or medium.

- (b) Provider and the Subrecipient shall not use, willingly allow, or cause such Work Product to be used for any purpose other than performance of Provider's obligations under this Contract without the prior written consent of either party and the GLO. Work Product is for the exclusive use and benefit of, and may be relied upon only by the Parties. Prior to distributing any Work Product to any third party, other than the GLO, the parties shall advise such third parties that if it relies upon or uses such Work Product, it does so entirely at its own risk without liability to the GLO, Provider, or the Subrecipient.

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VII.

RECORDS, AUDIT, RETENTION, CONFIDENTIALITY, PUBLIC RECORDS

7.01 BOOKS AND RECORDS

Provider shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the Subrecipient, the GLO, the State of Texas Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.

7.02 INSPECTION AND AUDIT

- (a) Provider agrees that all relevant records related to this Contract and any Work Product produced in relation to this Contract, including the records and Work Product of its Subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and Work Product shall be subject, at any time, to inspection, examination, audit, and copying at any location where such records and Work Product may be found, with or without notice from the Subrecipient, the GLO, HUD, or other government entity with necessary legal authority. Provider agrees to cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Provider will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and Work Product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.
- (b) Provider understands that acceptance of state funds under this Contract acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Provider further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Provider will ensure that this clause concerning the State Auditor's Office's authority to audit state funds and the requirement to fully cooperate with the State Auditor's Office is included in any subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Provider relating to the Contract for any purpose. HUD, the Comptroller General, the General Accounting Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection. **PROVIDER SHALL ENSURE THAT ALL SUBCONTRACTS AWARDED REFLECT THE REQUIREMENTS OF THIS SECTION 7.02, AND THE REQUIREMENT TO COOPERATE.**
- (c) Provider will be deemed to have read and have knowledge of all applicable federal, state, and local laws, regulations, and rules including, but not limited to those identified in **Attachment D**, governing audit requirements pertaining to the Project.

7.03 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a period subsequent to the final closeout of the State of Texas CDBG-MIT grant program, in accordance with federal regulations. The Subrecipient will notify all Program participants of the date upon which local records may be destroyed.

7.04 CONFIDENTIALITY

To the extent permitted by law, Provider and the Subrecipient agree to keep all information confidential, in whatever form produced, prepared, observed, or received by Provider or the Subrecipient to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Provider or the Subrecipient; or (c) information that Provider or the Subrecipient is otherwise required to keep confidential by this Contract. Furthermore, Provider will not advertise that it is doing business with the Subrecipient, use this Contract as a marketing or sales tool, or make any press releases concerning work under this Contract without the prior written consent of the Subrecipient.

7.05 PUBLIC RECORDS

Information related to the performance of this Contract may be subject to the Public Information Act ("PIA") and will be withheld from public disclosure or released only in accordance therewith. Provider shall make any information required under the PIA available to the Subrecipient in portable document file (".pdf") format or any other format agreed between the Parties. Failure of Provider to mark as "confidential" or a "trade secret" any information that it believes to be excepted from disclosure waives any and all claims Provider may make against the Subrecipient for releasing such information without prior notice to Provider. Provider shall notify the Subrecipient within twenty-four (24) hours of receipt of any third party written requests for information, and forward a copy of said written requests to the Subrecipient. If the request was not written, Provider shall forward the third party's contact information to the Subrecipient.

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VIII.

MISCELLANEOUS PROVISIONS

8.01 INSURANCE

Provider shall acquire for the duration of this Contract insurance with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount and in the form required by Attachment E of this Contract, **REQUIRED INSURANCE AND FORM**. Furthermore, Provider shall submit a certificate of liability insurance as required under this Contract, including (if requested) a schedule of coverage (or “underwriter’s schedules”) establishing to the satisfaction of the Subrecipient the nature and extent of coverage granted by each policy.

Provider shall submit certificates of insurance and endorsements electronically, in the manner requested by the Subrecipient. In the event that any policy is determined to be deficient to comply with the terms of this Contract, Provider shall secure such additional policies or coverage as the Subrecipient may reasonably request or that are required by law or regulation.

Provider will be responsible for submitting renewed certificates of insurance and endorsements, as evidence of insurance coverage throughout the term of this Contract. Provider may not be actively working on behalf of the Subrecipient if the insurance coverage does not adhere to insurance requirements. Failure to submit required insurance documents may result in the cancellation of this Contract.

8.02 TAXES/WORKERS’ COMPENSATION/UNEMPLOYMENT INSURANCE

PROVIDER AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, PROVIDER SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF PROVIDER’S AND PROVIDER’S EMPLOYEES’ TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. PROVIDER AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS’ COMPENSATION. THE SUBRECIPIENT SHALL NOT BE LIABLE TO THE PROVIDER, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/ OR WORKERS’ COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS THE SUBRECIPIENT, THE GLO, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS’ FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS’ COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. PROVIDER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS’ FEES. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE SUBRECIPIENT NAMED AS A DEFENDANT IN ANY LAWSUIT AND PROVIDER

MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE SUBRECIPIENT. PROVIDER AND THE SUBRECIPIENT AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

8.03 LEGAL OBLIGATIONS

Provider shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Provider to provide the goods or services required by this Contract. Provider will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Provider agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

8.04 INDEMNITY

EXCEPT FOR DAMAGES DIRECTLY OR PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OF THE SUBRECIPIENT OR THE GLO, PROVIDER SHALL INDEMNIFY AND HOLD HARMLESS THE SUBRECIPIENT, THE STATE OF TEXAS, THE GLO, AND THE OFFICERS, REPRESENTATIVES, AGENTS, AND EMPLOYEES OF THE SUBRECIPIENT, THE STATE OF TEXAS, AND THE GLO FROM ANY LOSSES, CLAIMS, SUITS, ACTIONS, DAMAGES, OR LIABILITY (INCLUDING ALL COSTS AND EXPENSES OF DEFENDING AGAINST ALL OF THE AFOREMENTIONED) ARISING IN CONNECTION WITH:

- ANY NEGLIGENCE, ACT, OMISSION, OR MISCONDUCT IN THE PROVIDER'S PERFORMANCE OF THE SERVICES REFERENCED HEREIN; OR
- ANY CLAIMS OR AMOUNTS ARISING OR RECOVERABLE UNDER FEDERAL OR STATE WORKERS' COMPENSATION LAWS, THE TEXAS TORT CLAIMS ACT, OR ANY OTHER SUCH LAWS.

PROVIDER SHALL BE RESPONSIBLE FOR THE SAFETY AND WELL BEING OF ITS EMPLOYEES, CUSTOMERS, AND INVITEES. THESE REQUIREMENTS SHALL SURVIVE THE TERM OF THIS AGREEMENT UNTIL ALL CLAIMS HAVE BEEN SETTLED OR RESOLVED AND SUITABLE EVIDENCE TO THAT EFFECT HAS BEEN FURNISHED TO THE SUBRECIPIENT.

8.05 ASSIGNMENT AND SUBCONTRACTS

Provider shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the Subrecipient. Notwithstanding this provision, it is mutually understood and agreed that Provider may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Provider shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Provider as specified in this Contract. Nothing in this Contract shall be construed to relieve Provider of the responsibility for ensuring that the goods

delivered and/or the services rendered by Provider and/or any of its subcontractors comply with all the terms and provisions of this Contract. Provider will provide written notification to the Subrecipient of any such subcontractor performing fifteen percent (15%) or more of the work under this Contract, including the name and taxpayer identification number of subcontractor, the task(s) being performed, and the number of subcontractor employees expected to work on the task.

8.06 RELATIONSHIP OF THE PARTIES

Provider is associated with the Subrecipient only for the purposes and to the extent specified in this Contract, and, with respect to Provider's performance pursuant to this Contract, Provider is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the Subrecipient or the GLO any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Provider or any other party. Provider shall be solely responsible for, and the Subrecipient shall have no obligation with respect to:

- (a) withholding of income taxes, FICA, or any other taxes or fees;
- (b) industrial or workers' compensation insurance coverage;
- (c) participation in any group insurance plans available to employees of the State of Texas;
- (d) participation or contributions by the State to the State Employees Retirement System;
- (e) accumulation of vacation leave or sick leave; or
- (f) unemployment compensation coverage provided by the State.

8.07 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Provider shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Provider shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract including, but not limited to, those attached hereto and incorporated herein for all purposes as **Attachment D**. Provider will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

8.08 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

Subrecipient

City of Bastrop
1311 Chestnut St.
Bastrop, TX 78602
Attention: Fabiola De Carvalho, Director of
Engineering and Capital Project Management

Provider

Kimley-Horn and Associates, Inc.
2201 W. Royal Lane, Suite 275
Irving, Texas 75063
Attention: Brian J. LaFoy, P.E.

Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

8.10 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit between Subrecipient and Provider under this Contract shall be in a court of competent jurisdiction in Bastrop County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto.

8.11 SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

8.12 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected party's obligation to comply with such covenant shall be suspended, and the affected party shall not be liable for damages for failure to comply with such covenant. In any such event, the party claiming Force Majeure shall promptly notify the other party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Provider.

8.13 DISPUTE RESOLUTION

In the event of any dispute, claim, question, or disagreement arising from or relating to determining the party responsible for any disallowed costs as a result of noncompliance with federal, state, or program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be submitted to mediation. Any mediation ruling shall become final and binding 60 days after being signed

unless the parties agree in writing to submit the claim to another dispute resolution process or either party gives written notice of intent to submit the claim to a court of competent jurisdiction. If a mutually agreeable resolution cannot be reached through mediation within a period of 90 days, then either party may initiate the provisions above for resolution.

8.14 ENTIRE CONTRACT AND MODIFICATION

This Contract, its integrated Attachment(s), and any Technical Guidance issued in conjunction with this Contract, if any, constitute the entire agreement of the parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachment(s), Technical Guidance Letter shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

8.15 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract. If the Contract is not executed by the GLO within thirty (30) days of execution by the other party, this Contract shall be null and void. In the sole discretion of the GLO, Work Orders issued, if any, may be executed by the parties in counterparts exchanged by electronic mail.

8.16 THIRD-PARTY BENEFICIARY

The Parties agree that the GLO, as the administrator of the CDBG-MIT program, is a third-party beneficiary to this Contract and that the GLO shall have the right to enforce any provision of this Contract. Provided, however, that GLO shall only enforce a provision Contract after notifying the Parties, in writing, of a potential breach or default of the Contract and allowing the Provider sixty (60) days to cure the breach or default. Venue of any suit under this Section 8.16 shall be in a court of competent jurisdiction in Bastrop County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.17 PROPER AUTHORITY

Each party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Provider acknowledges that this Contract is effective for the period of time specified in the Contract. Any services performed by Provider before this Contract is effective or after it ceases to be effective are performed at the sole risk of Provider.

8.18 REQUIRED CONTRACT PROVISIONS FOR CONTRACTS USING FEDERAL FUNDS

Attachment F

8.19 CERTIFICATE OF INTEREST PARTIES

Provider shall visit <https://www.ethics.state.tx.us/filinginfo/1295/> and fill out Certificate of Interested Parties (FORM 1295) Attachment G.

SIGNATURE PAGE FOLLOWS

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: Paul A. Hofmann
(City of Bastrop)
PAUL A. HOFMANN
(Printed Name)
City Manager
(Title)

BY: Douglas Arnold
(Subrecipient's Authorized Representative)
Douglas Arnold
(Printed Name)
Assistant Secretary
(Title)

**CITY OF BASTROP
22-085-059-D316****PERFORMANCE STATEMENT**

The U.S. Department of Housing and Urban Development's Community Development Block Grant Mitigation ("CDBG-MIT") program to provide financial assistance with funds appropriated under Public Law 115-123, was enacted on August 30, 2019, to facilitate disaster recovery, restoration, mitigation, and economic revitalization and to affirmatively further fair housing, in accordance with Executive Order 12892, in areas affected by 2015, 2016, and 2017 disasters, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*).

In strict conformance with the terms and conditions of the Hurricane Harvey State Most Impacted and Distressed Competition (SMID) and this Contract, City of Bastrop (Subrecipient) shall perform, or cause to be performed, the Infrastructure Activities defined below.

The Subrecipient has identified street improvement activities that will increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters.

Subrecipient shall perform the activities identified herein for the target area specified in its approved Texas Community Development Block Grant Mitigation Grant Application to provide a long-lasting investment that increases resiliency in the community. The persons to benefit from the activities described herein must receive the prescribed service or benefit, and all eligibility requirements must be met to fulfill contractual obligations.

The grant total is \$4,240,329.20. Subrecipient will be required to maintain a detailed budget breakdown in the official system of record of the GLO's Community Development and Revitalization (GLO-CDR) division.

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Street Improvements

Subrecipient shall extend a roadway and complete all associated. Construction shall take place at the following location, including the mid-point coordinates for the segment.

Street Improvements	Location Approximate Lat/Long	Proposed HUD Performance Measures	Census Tract	Block Group
Agnes Road Extension	From end of Home Depot Way 60' east of the corner of Home Depot Way and Home Depot Way, generally southeast 1,630', thence eastward 600' along the existing Agnes Road 30.105480, -97.341740	2,300 LF	9504.00	1,2,3
These Activities shall benefit three thousand nine hundred five (3,905) persons. Of these persons, two thousand four hundred ninety-five (2,495), or sixty-three and eighty-nine hundredths' percent (63.89%), are of low to moderate income.				

BUDGET

HUD Activity Type	Grant Award	Other Funds	Total
Construction/Reconstruction of Streets	\$4,240,329.20	\$42,832.00 ¹	\$4,283,161.20
TOTAL	\$4,240,329.20	\$42,832.00 ¹	\$4,283,161.20

¹ CITY OF BASTROP GENERAL FUND TO BE USED TOWARD ACQUISITION COSTS

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GENERAL AFFIRMATIONS

Provider agrees without exception to the following affirmations:

1. Provider certifies that he/she/it has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
2. Provider certifies that neither Provider nor any firm, corporation, partnership, or institution represented by Provider or anyone acting for such firm, corporation, partnership, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or federal antitrust laws; or (2) communicated the contents of the Contract or proposal either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for the Contract or proposal.
3. Provider certifies that if its business address shown on the Contract is a Texas address, that address is the legal business address of Provider and Provider qualifies as a Texas Resident Bidder under Texas Administrative Code, Title 34, Part 1, Chapter 20.
4. Section 2155.004 of the Texas Government Code prohibits the award of a contract that includes proposed financial participation by a person who received compensation from the Subrecipient to participate in preparing the specifications or request for proposals on which the Contract is based. Under Section 2155.004, Government Code, the vendor [Provider] certifies that the individual or business entity named in this bid or Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
5. Under Texas Family Code section 231.006, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services. Under Section 231.006, Texas Family Code, the vendor or applicant [Provider] certifies that the individual or business entity named in this Contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
6. Provider agrees that any payments due under the Contract will be applied towards any debt, including but not limited to delinquent taxes and child support, Provider owes to the State of Texas.
7. The Subrecipient is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, blocking property and prohibiting transactions with persons who commit, threaten to commit, or support terrorism and any subsequent changes made to it. The Subrecipient will cross-reference Providers/vendors with the federal System for Award Management (<https://www.sam.gov/>), which includes the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.
8. Provider certifies: 1) that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity; 2) that Provider is in compliance with the State of Texas statutes and rules relating to procurement; and 3) that Provider is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/>.

9. Under Section 2155.006(b) of the Texas Government Code, the Subrecipient may not enter into a contract that includes proposed financial participation by a person who, during the five year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, Provider certifies that the individual or business entity named in the Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
10. The state auditor may conduct an audit or investigation of any entity receiving state funds directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Provider shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Provider and the requirement to cooperate is included in any subcontract it awards.
11. Provider understands that the neither the Subrecipient nor the GLO tolerate any type of fraud. The Subrecipient's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Providers are expected to report any possible fraudulent or dishonest acts, waste, or abuse affecting any transaction with the GLO to the GLO's Internal Audit Director at 512.463.5338 or to tracey.hall@glo.texas.gov.

NOTE: Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the "Public Information Act," Chapter 552 of the Texas Government Code.

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ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

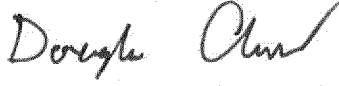
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the firm, I certify that the firm:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 		TITLE Assistant Secretary	
APPLICANT ORGANIZATION Kimley-Horn and Associates, Inc.		DATE SUBMITTED 05/16/2022	

FORM CD-512
 (REV 12-04)

U.S. DEPARTMENT OF COMMERCE

**CERTIFICATION REGARDING LOBBYING
 LOWER TIER COVERED TRANSACTIONS**

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT Kimley-Horn and Associates, Inc.	AWARD NUMBER AND/OR PROJECT NAME Agnes Road Extension
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PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE
 Douglas Arnold, Assistant Secretary

SIGNATURE <i>Douglas Arnold</i>	DATE 05/16/2022
------------------------------------	--------------------

THIS FORM MUST BE EXECUTED

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure.)

Approved by OMB
 0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

THIS FORM SHOULD BE EXECUTED ONLY WHEN REPORTING LOBBYING ACTIVITIES UNDERTAKEN WITH GRANT FUNDS

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Provider must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Provider acknowledges that this list may not include all such applicable laws, rules, and regulations.

Provider and is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Acts and Regulations specified in this Contract;

Consolidated Security, Disaster Assistance, and Continuing Appropriation Act (Public Law 110-329);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq.*);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Disaster Recovery Implementation Manual;

Plan for Disaster Recovery

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. 3601 *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C. F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The

failure or refusal of Provider to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Provider understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. 4151 *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. 276a-276a-5 and re-codified at 40 U.S.C. 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. 874 and re-codified at 40 U.S.C. 3145); 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. § 327A and 330 and re-codified at 40 U.S.C. 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended;

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C.1701u); 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212); and

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended;

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c);

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)) and the procedures established by TDRA thereunder.

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. 470 *et seq.*), particularly sections 106 and 110 (16 U.S.C. 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R. 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469 *et seq.*), particularly section 3 (16 U.S.C. 469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 CFR, 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. 1456(c) and (d)).

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. 349) as amended; particularly section 1424(e)(42 U.S.C. 300h-3(e); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*) as amended, particularly section 7 (16 U.S.C. 1536).

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. 1278(b) and (c)).

AIR QUALITY

The Clean Air Act (42 U.S.C. 7401 *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. 7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. parts 6, 51, and 93).

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. part 51) (other than the runway clear zone and clear zone notification requirement in 24 C.F.R. 51.303(a)(3)); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979).

ENVIRONMENTAL JUSTICE

Executive Order 12898 of February 11, 1994 --- Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 CFR, 1994 Comp. p. 859.

SUSPENSION AND DEBARMENT

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. Section 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

OTHER REQUIREMENTS

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

Government Code Chapter 2274 Prohibitions on Contracts (Foreign-owned companies in connection with critical infrastructure, Boycotting certain energy companies, and Discrimination against firearm industry)

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. Section 570.606.

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

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REQUIRED INSURANCE

GENERALLY. Provider shall, at its sole expense, acquire, maintain, and keep in force for the duration of this Contract, insurance in the amounts attached herein and under the requirements specified herein. Furthermore, unless specified or otherwise agreed to by the Subrecipient, the required insurance shall be in effect prior to the commencement of work by Provider and shall continue in full force until the earlier as appropriate of (i) the expiration of this Contract; or (ii) such time as the Subrecipient notifies Provider that such insurance is no longer required. Any insurance or self-insurance available to the Subrecipient shall be in excess of, and non-contributing with, any insurance required from Provider. Provider's insurance policies shall apply on a primary basis. If, at any time during the Contract, an insurer or surety fails to provide insurance to Provider or otherwise fails to comply with the requirements of this Contract, Provider shall immediately notify the Subrecipient and replace such insurance or bond with an insurer meeting such requirements. General aggregate limits of Provider's Commercial General Liability policy shall apply per project. Provider's auto insurance policy shall apply to "any auto."

Approval. Prior approval of the insurance policies by the Subrecipient shall be a condition precedent to any payment of consideration under this Contract and insurance must be submitted for review and approval by the GLO prior to the commencement of work. Any failure of the Subrecipient to timely approve or failure to disapprove the insurance furnished by Provider shall not relieve Provider of Provider's full responsibility to provide the insurance required by this Contract.

Continuing Coverage. The Subrecipient's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract.

Renewal. Provider shall provide the Subrecipient with renewal or replacement certificates no less than thirty (30) days before the expiration or replacement of the required insurance.

Additional Insured Endorsement. The Subrecipient, the GLO, and each entity's officers, employees, and authorized agents shall be named as additional insureds for all liability arising under this Contract except on Workers' Compensation and Professional Liability policies. **An original additional insured endorsement signed by an authorized insurance company representative must be submitted to the Subrecipient to evidence the endorsement of the Subrecipient as an additional insured on all policies, and the certificate(s) must reference the related Subrecipient Contract Number.**

Subrogation. Each liability insurance policy, except Professional Liability, shall provide for a waiver of subrogation as to the Subrecipient, the State of Texas, the GLO, and their officers, employees, and authorized agents, and shall be issued by insurance companies authorized to do business in the State of Texas, and currently rated by A.M. Best as "A-" or better.

Policy Cancellation Endorsement. Except for ten (10) days' notice for non-payment of premium, each insurance policy shall be endorsed to specify that without 30 days' prior

written notice to the Subrecipient, the policy shall not be canceled, non-renewed, or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address specified in this Contract. A copy of this signed endorsement must be attached to this Contract.

Alternative Insurability. Notwithstanding the requirements of this Attachment, the Subrecipient reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies and/or bonds required. It will be Provider's responsibility to recommend to the Subrecipient alternative methods of insuring the Contract. Any alternatives proposed by Provider should be accompanied by a detailed explanation regarding Provider's inability to obtain insurance coverage as described in this Contract. The GLO shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

INSURANCE REQUIRED:

\$1 MILLION COMMERCIAL GENERAL LIABILITY (EACH OCCURRENCE)

\$2 MILLION COMMERCIAL GENERAL LIABILITY (AGGREGATE LIMIT)

\$1 MILLION CSL AUTOMOBILE INSURANCE

\$1 MILLION ERRORS AND OMISSIONS

STATUTORY WORKERS' COMPENSATION & EMPLOYERS LIABILITY

- \$1 MILLION EACH ACCIDENT

- \$1 MILLION DISEASE EACH EMPLOYEE

- \$1 MILLION DISEASE POLICY LIMIT

STATUTORY U.S. LONGSHORE AND HARBOR WORKERS' INSURANCE

NOTE: Insurance certificates must be in the form approved by the Texas Attorney General, a sample of which follows this page.

Insurance Certificates must:

- (a) Be submitted to the City of Bastrop;
- (b) **Prominently display "City of Bastrop Contract No. 22-085-059-D316";**
- (c) Name the City of Bastrop and the General Land Office as an additional insured.

Failure to submit required insurance forms as instructed may significantly delay the start of work under the Contract.

REQUIRED FORM OF CERTIFICATE FOLLOWS THIS PAGE

DESCRIPTIONS (Continued from Page 1)

Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2022 forms a part of

Policy No. CA4489663 issued to KIMLEY-HORN AND ASSOCIATES, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION TO WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT AS SUCH PERSON'S OR ORGANIZATIONS LIABILITY ARISING OUT OF USE OF A COVERED AUTO.

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2022 forms a part of

policy No. CA4489663 issued to KIMLEY-HORN & ASSOCIATES, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE

POLICY NUMBER: GL5268169

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II 6 Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: GL5268169

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: GL5268169

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 12:01 AM 04/01/2022 forms a part of Policy No. WC015893685 (AOS)

Issued to Kimley-Horn and Associates, Inc.

By **NEW HAMPSHIRE INSURANCE COMPANY**

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver

Name of person or organization

(X) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: **ALL TEXAS OPERATIONS**

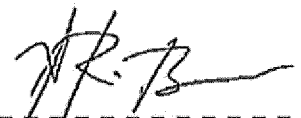
3. Premium:

The premium charge for this endorsement shall be 2.0 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

WC 42 03 04 B
(Ed. 6-14)

Countersigned by _____



Authorized Representative

REQUIRED CONTRACT PROVISIONS (CONTRACTS USING FEDERAL FUNDS)

Italics – Explanatory; NOT CONTRACT LANGUAGE

THRESHOLD	PROVISION	CITATION
None	H) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMS guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Camp., p. 189) and 12689 (3 CFR Part 1989 Camp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	Grantees or subgrantees must retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.	2 CFR 200.333 (former 24 CFR (85.36(i) {11}))
>\$10,000	<p><i>B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.</i></p> <p><u>Termination for Cause:</u></p> <p>If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement. The City/County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the City/County, be turned over to the City/County and become the property of the City/County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.</p> <p>Notwithstanding the above. The Contractor shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of contract by the Contractor, and the City/County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.</p> <p><u>Termination for Convenience of the City/County:</u></p> <p>City/County may at any time and for any reason terminate Contractor's services and work at City/County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.</p> <p>Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by City/County; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against City/County for any additional compensation or damages in the event of such termination and payment.</p>	2 CFR 200 APPENDIX II (B)

<p>>\$50,000</p>	<p><i>(A) Contracts for more than \$50,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.</i></p> <p>Use the following language for contracts > \$50,000:</p> <p>Resolution of Program Non-compliance and Disallowed Costs:</p> <p>In the event of any dispute, claim, question, or disagreement - arising from or relating to this agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate and attempt to reach a just and equitable solution satisfactory to both parties. If the matter IS not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally.</p>	<p>2 CFR 200 APPENDIX II (A)</p>
<p><i>Equal Opportunity Clause for Construction Contracts > \$10K, including administration & engineering contracts associated with construction contracts.</i></p>		
<p>≥\$10,000</p>	<p>2 CFR 200 Appendix II (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60 all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the Equal Opportunity Clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part. 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p>§60-1.4(b) Equal opportunity clause:</p> <p><i>(b) Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</i></p> <p><i>The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract loan, insurance, or guarantee, the following equal opportunity clause:</i></p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p>	<p>41 CFR §60-1.4 (b) and 2 CFR 200 APPENDIX II (C)</p>

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This Provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant

	<p>orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.</p> <p>(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.</p> <p>(d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.</p> <p>(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.</p> <p>(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.</p> <p>[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015]</p>	
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CONSTRUCTION CONTRACTS

<p>>\$2,000 for Davis Bacon and Copeland "Anti-Kickback" Act; >\$100,000 for Contract Work Hours and Safety Standards Act</p>	<p><i>Federal labor standards provisions include:</i></p> <ol style="list-style-type: none"> 1. <i>Davis Bacon Act (40 U.S.C. 3141 et seq) as supplemented by DOL regulations (29 CFR part 5);</i> 2. <i>Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3); and</i> 3. <i>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq)</i> 	
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<p>>\$2,000</p>	<p><i>Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland Anti-Kickback" Act (18 U.S.C. 874: 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3)</i></p> <p>(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act 40 U.S.C. 3141-3144 and 3146-3148 as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback " Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations {29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency</p>	<p>2 CFR 200 APPENDIX II (D)</p>
<p>≥\$100,000</p>	<p>(E) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p>	<p>2 CFR 200 APPENDIX II (I) and 24 CFR §570.303</p>
<p>>\$100,000</p>	<p>(F) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	<p>2 CFR 200 APPENDIX II (E)</p>
<p>>\$150,000</p>	<p>(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p>	<p>2 CFR 200 APPENDIX II (G)</p>

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:
2022-880703

Date Filed:
05/02/2022

Date Acknowledged:

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

Kimley-Horn and Associates, Inc.
Dallas, 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.

22-085-059-D316
Agnes Road Extension GLO

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	McEntee, David L	Dallas, TX United States	X	
	Lefton, Steve	Dallas, TX United States	X	
	Flanagan, Tammy	Dallas, TX United States	X	
	Cook, Richard N	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is SARAH MEZA, and my date of birth is 05/14/1981.

My address is 13455 NOEL ROAD, SUITE 700, DALLAS, TX, 75240, US.
(street) (city) (state) (zip code) (country)

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

Executed in DALLAS County, State of TX, on the 2ND day of MAY, 2022.
(month) (year)


 Signature of authorized agent of contracting business entity
 (Declarant)



TEXAS GENERAL LAND OFFICE ENGINEERING SCOPE OF WORK

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Project Understanding

- A. The City of Bastrop (the "SUBRECIPIENT") is proposing to contract with Kimley-Horn and Associates, Inc. ("PROVIDER") to design approximately 2,300 linear feet of Agnes Street that will fill an existing gap generally located between Home Depot Way and Sterling Drive.
- B. The roadway is anticipated to consist of a 4-lane divided section with an inverted cross-slope.
- C. The horizontal alignment and vertical profile of Agnes Street will be based on a 30-mph design speed.
- D. Drainage will be captured along swales and inlets within the median.

Task 1: Conceptual Design (30%) Plans

- A. The PROVIDER will perform activities associated with project management duties such as preparing for and leading internal project status meetings, coordinating internal production activities, coordinating with the SUBRECIPIENT, and preparing and updating the project schedule.
- B. The PROVIDER will gather record drawings, with the assistance of SUBRECIPIENT staff, for the project area. The PROVIDER will compile the information taken from the record drawings.
- C. Upon completion of the boundary and topographic survey the PROVIDER will establish the horizontal alignment of Agnes Street within the project limits using existing SUBRECIPIENT benchmarks.
- D. The PROVIDER will perform a site visit to verify the survey information and review the design in the field.
- E. The PROVIDER will review project environmental documentation (prepared by others)
- F. The PROVIDER will prepare conceptual plans for Agnes Street. The 30% plans will include, at a minimum, the following sheets:
 - i. Cover Sheet
 - ii. Sheet Index
 - iii. Drainage Area Map
 - iv. Typical Paving Sections
 - v. Project Layout
 - vi. Agnes Street Roadway Plan-Profile
 - vii. Intersection Layout/Detail
 - viii. Drainage Structures
 - ix. Agnes Street Cross Sections
 - x. Temporary Traffic Control Plans
 - xi. Landscape Plans
 - xii. Illumination Plan
- G. Preliminary Geotechnical recommendations will be incorporated into the Conceptual Design Plans.
- H. The PROVIDER will submit conceptual plans and an Opinion of Probable Construction Cost (OPCC) in .PDF format to the SUBRECIPIENT via e-mail and a Bluebeam session.
- I. The PROVIDER will schedule up to one (1) meeting with the SUBRECIPIENT to discuss the review comments.
- J. Comments received from the SUBRECIPIENT will be incorporated into the subsequent 60% Design submittal. A comment revision log will be included.

Task 2: 60% Design Submittal

- A. The PROVIDER will perform activities associated with project management duties such as preparing for, attending and leading as-needed internal project status meetings, coordinating internal production activities, coordinating with the SUBRECIPIENT, and preparing and updating the project schedule.
 - B. The PROVIDER will prepare preliminary construction plans for Agnes Street. The 60% plans will include, at a minimum, the following sheets:
 - i. Cover Sheet
 - ii. Sheet Index
 - iii. Topographic and Boundary Survey
 - iv. Drainage Area Map
 - v. Typical Paving Sections
 - vi. Summary of Quantities
 - vii. Summary of Drainage Structures
 - viii. Project Layout
 - ix. Agnes Street Roadway Plan-Profile
 - x. Intersection Layout/Detail
 - xi. Drainage Structures
-

- xii. Box Culvert Details
 - xiii. Ditch Plan-Profile
 - xiv. Ditch Cross-Sections
 - xv. Agnes Street Cross Sections
 - xvi. Stormwater Pollution Prevention Plan
 - xvii. Temporary Traffic Control Plans
 - xviii. Utility Adjustments
 - xix. Signing and Pavement Marking Plans
 - xx. Lighting Plans
 - xxi. Landscape Plans
 - xxii. Illumination Plan
- C. Environmental assessment recommendations (provided by others) and final Geotechnical recommendations will be incorporated into the Preliminary Design Plans.
- D. PROVIDER will prepare the first draft of the Design Basis Memo.
- E. General Notes, Specifications, and Opinion of Probable Construction Cost (OPCC)
- i. The project General Notes, Specifications, and contract documents will be updated and included for review as part of the 60% submittal.
 - ii. Special Specifications - Items not covered in SUBRECIPIENT standard specifications or in TxDOT specifications will require written Special Specifications.
 - iii. Contract Documents – The plans will be completed, all sheets indexed, required general notes furnished, and work items listed. The project manual will include bidding requirements, bid proposal, bid schedule, special conditions, technical specifications, acquired permits, Geotechnical report, environmental assessment (provided by others), and all documents provided by the SUBRECIPIENT such as bonds, general conditions, and instructions to bidders.
 - iv. The 30% OPCC will be updated and included with the 60% submittal. A take-off and tabulation of all pay quantities will be made. Pay items will be in accordance with SUBRECIPIENT standards.
- F. The PROVIDER will submit 60% plans, project manual, bid form, OPCC, and Design Basis Memo in .PDF format to the SUBRECIPIENT via e-mail and a Bluebeam session.
- G. The PROVIDER will schedule up to one (1) meeting with the SUBRECIPIENT to discuss the review comments.
- H. Comments received from the SUBRECIPIENT will be incorporated into the subsequent (90%) Design submittal. A comment revision log will be included.

Task 3: 90% Design Submittal

- A. The PROVIDER will perform activities associated with project management duties such as preparing for attending and leading internal project status meetings, coordinating internal production activities, coordinating with the SUBRECIPIENT, and preparing and updating the project schedule.
- B. The PROVIDER will prepare 90% Design Submittal for Agnes Street. The 90% plans will include, at a minimum, the following sheets:
- i. Cover Sheet
 - ii. Sheet Index
 - iii. Topographic and Boundary Survey
 - iv. Drainage Area Map
 - v. Typical Paving Sections
 - vi. Summary of Quantities
 - vii. Summary of Drainage Structures
 - viii. Project Layout
 - ix. Agnes Street Roadway Plan-Profile
 - x. Intersection Layout/Detail
 - xi. Drainage Structures
 - xii. Box Culvert Details
 - xiii. Ditch Plan-Profile
 - xiv. Ditch Cross-Sections
 - xv. Agnes Street Cross Sections
 - xvi. Stormwater Pollution Prevention Plan
 - xvii. Temporary Traffic Control Plans
 - xviii. Utility Adjustments
 - xix. Signing and Pavement Marking Plans
 - xx. Lighting Plans
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- xxi. Landscape Plans
- xxii. Illumination Plan
- C. PROVIDER will prepare the second draft of the Design Basis Memo.
- D. General Notes, Specifications, and Opinion of Probable Construction Cost (OPCC)
 - i. Contract documents will be updated and included for review as part of the 90% submittal.
 - ii. Special Specifications - Items not covered in SUBRECIPIENT standard specifications or in TxDOT specifications will require written Special Specifications.
 - iii. Contract Documents – The plans will be completed, all sheets indexed, required general notes furnished, and work items listed. The project manual will include bidding requirements, bid proposal, bid schedule, special conditions, technical specifications, acquired permits, Geotechnical report, environmental assessment (provided by others), and all documents provided by the SUBRECIPIENT such as bonds, general conditions, and instructions to bidders.
 - iv. The 60% OPCC will be updated and included with the 90% submittal. A take-off and tabulation of all pay quantities will be made. Pay items will be in accordance with SUBRECIPIENT standards.
- E. The PROVIDER will submit 90% plans, project manual, bid form, general notes, specifications, special specifications, OPCC, and Design Basis Memo in .PDF format to the SUBRECIPIENT via e-mail and a Bluebeam session.
- F. The PROVIDER will schedule up to one (1) meeting with the SUBRECIPIENT to discuss the review comments.
- G. Comments received from the SUBRECIPIENT will be incorporated into the subsequent Final Design submittal. A comment revision log will be included.

Task 4: Final Design and Construction Plans

- A. PROVIDER will revise plans/documents based on 90% comments from the SUBRECIPIENT and develop a Final review submittal.
- B. PROVIDER will submit Final (unsealed) plans, bid form/quantities, special specifications, and OPPC in .PDF format to the SUBRECIPIENT.
- C. The PROVIDER will respond to (1) round of SUBRECIPIENT comments prior to signing and sealing the documents.
- D. PROVIDER will submit Final (sealed) plans, bid form/quantities, special specifications, and OPPC in .PDF format to the SUBRECIPIENT.

Task 5: Topographic and Boundary Survey

- A. The PROVIDER, through a subconsultant, will perform boundary and topographic survey for the project:
 - i. Right-of-entry (permission from property owners to perform field work on their property) will be coordinated by the SUBRECIPIENT.
 - ii. PROVIDER's subconsultant will coordinate with Texas 811 to locate and mark existing known franchise and public utilities prior to performing the field survey.
 - iii. Establish horizontal and vertical project control monumentation.
 - iv. Perform a field survey to identify and locate existing topographic elements within the corridor, which may include the following:
 - i. Property corner monumentation.
 - ii. Existing pavement, curbs, sidewalks, barrier free ramps.
 - iii. Roadway and lane striping.
 - iv. Driveways.
 - v. Existing storm sewer inlets, manholes, junction boxes (including sizes and invert elevations).
 - vi. Outfalls and erosion control.
 - vii. Existing driveway culverts and swales.
 - viii. Guardrail.
 - ix. Utility manholes, sanitary sewer manholes (and invert elevations), vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities.
 - x. Traffic signal poles, cabinets, and another signal equipment.
 - xi. Signs (excluding temporary signs).
 - xii. Identify and survey the following tree species 13 caliper inches and greater at breast height (4.5 feet)
 - i. American Elm

- ii. Austrian Pine
- iii. Bald Cypress
- iv. Black Jack Oak
- v. Bur Oak
- vi. Caddo Maple
- vii. Cedar Elm
- viii. Chinese Pistache
- ix. Chinquapin Oak
- x. Lacebark Elm
- xi. Live Oak
- xii. Loblolly Pine
- xiii. Magnolia
- xiv. Post oak
- xv. Red Cedar
- xvi. Shumard Red Oak
- xvii. Southern Magnolia
- xviii. Sweetgum
- xix. Texas Hickory
- xx. Texas Red Oak
- xxi. Western Soapberry
- xiii. Buildings and permanent structures.
- xiv. Retaining walls.
- xv. Fence limits and material types (excluding temporary fences).
- xvi. Other visible physical features that could impact design.
- xvii. Water bodies and creek crossings within the project limits.

Task 6: Right-of-Way and Easement Instruments of Conveyance

- A. This task is to be utilized on an as-needed basis, at the direction of the SUBRECIPIENT.
- B. PROVIDER, through a subconsultant, will prepare metes and bounds descriptions and sketches for up to three (3) right-of-way/easement instruments (narrative and graphic exhibits of right-of-way/easements required)
- C. Individual parcel exhibits shall be on 8 ½" x 11" paper, shall be sealed, dated, and signed by a Registered Professional Land Surveyor and shall contain the following:
 - i. Parcel number
 - ii. Area required
 - iii. Area remaining
 - iv. Legal description
 - v. Current owner
 - vi. Any existing platted easement or easements filed by separate instrument including easements provided by utility companies
 - vii. Metes and bounds description of parcel to be acquired. The description shall be provided on a separate sheet from the exhibit. Each right-of-way and each type of easement shall be described separately
 - viii. Pins for proposed right-of-way will be set in the field.
- D. Exhibits will be submitted in PDF and signed and sealed by a licensed Texas surveyor.
- E. .DWG formats will also be provided.

Task 7: Soil Investigation

- A. The PROVIDER, through a subconsultant, will perform the following:
 - i. Field Exploration
 - i. Drill and extrude a total of five (5) borings along the proposed roadway alignment to maximum depths of 10 ft each below the existing ground surface elevation, or auger refusal, whichever occurs first, utilizing a truck mounted drilling rig.
 - ii. Samples will be taken using conventional split-spoon and/or Shelby tube sampling techniques in general accordance with applicable American Society for Testing and Materials (ASTM) standards.
 - iii. Upon completion of the drilling activities, water level readings, if applicable, will be recorded in the open boreholes and the boreholes will be backfilled using auger cuttings generated during
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the drilling operations cuttings, then patched with similar coverings. Samples collected will be retained in a laboratory for 30 days after submittal of the final geotechnical report.

- ii. Laboratory Testing
 - i. Upon completion of the subsurface exploration, a testing program will be designed to define the strength and classification characteristics of the soils. The laboratory-testing program is anticipated to include moisture content tests, Atterberg Limits (plasticity) tests, sulfate concentration tests, grain size analyses, and a California Bearing Ratio (CBR) test. However, the actual type and number of laboratory tests will be based on the subsurface conditions encountered in the borings. The laboratory testing will be performed in general accordance with applicable ASTM standards.
- iii. Engineering Report
 - i. The results of the field and laboratory phases of the study will be reviewed by the subconsultant's engineers and geologists. The results of the review, together with the supporting field and laboratory data, will be presented in a written, engineering report by PROVIDER. The report may include the following information and recommendations, if applicable:
 - i. A boring location map and boring logs.
 - ii. A summary of the field and laboratory sampling and testing program,
 - iii. A summary of the laboratory test results.
 - iv. General site development and subgrade preparation recommendations.
 - v. Estimated potential soil movements associated with collapsing, shrinking and swelling soils, and methods to reduce these movements to applicable levels.
 - vi. Recommendations for site excavation, fill compaction, and the use of on-site and imported fill material under pavements.
 - vii. Recommendations for the design of project roadways to SUBRECIPIENT design criteria.
 - ii. The final report will be signed and sealed by a Professional Engineer in the State of Texas, produced in a digital PDF document and delivered via email.

Task 8: Bidding Phase Services

- A. The scope of services listed below, and budgeted fees include one (1) bidding phase for a single project (not multiple bid packages)
 - i. Final bid documents submittal
 - i. Print two (2) 11"x17" sets and two (2) Project Manuals for SUBRECIPIENT's use during bidding
 - ii. Post contract documents (and pay hosting fee) for CIVCAST.
 - iii. Hardcopies will not be provided to bidders.
 - iv. Furnishing additional hardcopies of review documents and/or bid documents in excess of the number of the same identified above will be considered Additional Services
 - ii. Prepare for and lead a pre-bid meeting with prospective bidders
 - i. Issue addenda as appropriate to interpret, clarify, or expand the bidding documents
 - ii. Utilize CIVCAST to accept Bidder's request for information and provide a log of all requests and responses by the PROVIDER.
 - iii. Attend the Bid Opening and assist the SUBRECIPIENT with qualifying and reading bids
 - iv. Tabulate bids and provide to the SUBRECIPIENT
 - i. PROVIDER will compare bids with Opinion of Probable Cost (OPC) developed during design.
 - ii. Errors, irregularities, and discrepancies in bids will be noted
 - v. Assist the SUBRECIPIENT with checking bidder references for three lowest bidders and provide summary to the SUBRECIPIENT along with ENGINEERS recommendation and submit letter of award.
 - vi. Provide a schedule of submittals (shop drawings, etc.) required of the contractor
 - vii. Subsequent to project award, provide electronic and hard copies of the conformed construction plans and specifications, as follows:
 - i. Four (4) plan sets (two (2) 22"x34", two (2) 11"x17") and two (2) project manuals to the SUBRECIPIENT.
 - ii. One (1) plan set (22"x34") and one (1) project manual to the contractor.
 - iii. Electronic files to the SUBRECIPIENT and contractor.

Task 9: Construction Phase Services

- A. The budgeted fee for this task is based upon approximately 120 hours of labor. We will not proceed with performance of services beyond the fee budgeted without written authorization by the SUBRECIPIENT.
 - B. Pre-Construction Conference – Conduct a meeting with the SUBRECIPIENT, the contractor, and other interested parties to discuss the construction of the Project, including Project requirements, communication procedures, Project scheduling, personnel, laboratory testing requirements, field inspection, construction staking, pay requests, and other matters that may impact the Project. PROVIDER will provide meeting minutes within two (2) business days.
 - C. Construction services – PROVIDER anticipates being on-site monthly during active construction periods to observe the progress of the Work and document site visit with an Engineer’s Observation Report that includes areas observed and photos. Visits will be coordinated with the SUBRECIPIENT and contractor to align with construction milestones and/or periods of active construction. PROVIDER will provide reports to SUBRECIPIENT within two (2) business days. Observation will be in addition to SUBRECIPIENT inspection of the project. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant’s exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and PROVIDER will keep SUBRECIPIENT informed of the general progress of the Work. The purpose of Consultant’s site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide SUBRECIPIENT a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
 - D. The PROVIDER will lead progress meetings monthly with the SUBRECIPIENT and the Contractor to review the status of the construction schedule, current submittal log, current RFI log, any ongoing project issues, and any known project impacts. PROVIDER will prepare agendas for meetings and provide meeting minutes within two (2) business days.
 - E. Contractor Schedule Review – The PROVIDER will perform a review of contractor’s construction schedule in accordance with the specifications. An initial schedule will be reviewed for schedule health and for consistency with project phasing and contract time limits. Comments will be provided to the Contractor and the SUBRECIPIENT. Monthly progress schedule updates will be reviewed, and comments of observations provided for discussion with the contractor.
 - F. Shop Drawings and Requests for Information – PROVIDER will Review, Approve and/or provide comments/recommendations on all shop drawings, change orders, and request for information (RFIs) for the Project. Review and determine acceptability of deviations from specifications, substitute materials and equipment in consultation with City’s Project Manager and make recommendation regarding such deviations or substitutions. Review laboratory testing reports, field change requests and change orders and provide comments to City. Provide written responses to requests for information or clarification to City or contractor. Provide and maintain an accurate Change Order Log, Submittal Log and Requests for Information Log throughout the duration of the Project and make such logs available to the City. If required, the Consultant will coordinate change order review to arrange for the appropriate parties to receive the submitted information from the Contractor, reviewers to respond in the required time, any questions are addressed, and all submitted items are properly documented.
 - G. Applications for Payment. Based on its observations and on review of applications for payment and supporting documentation, PROVIDER will recommend amounts that Contractor be paid. Recommendations will be based on PROVIDER’s knowledge, information and belief, and will state whether in PROVIDER’s opinion Contractor’s work has progressed to the point indicated, subject to any qualifications stated in the recommendation. PROVIDER’s recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.
 - H. All original, complete documentation of submittals and review/approvals thereof, reports, etc. are to be provided to City’s Project Manager as part of the Project Close-out documentation.
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- I. Substantial Completion – The Consultant will, promptly after notice from Contractor and City Inspector that it considers the entire Work ready for its intended use, and coordination with the City and grant provider, coordinate a substantial completion walkthrough. Engineer will provide documentation of substantial completion observations and deficiencies to the Contractor and City. This scope includes one substantial completion walk through and punch list.
- J. Final Completion – The Consultant will coordinate a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and per City and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. This scope includes one final completion walk through.
- K. Record Drawings – Prepare record drawings utilizing Engineer field notes, contractor red lines, and SUBRECIPIENT and contractor as-built information, including one (1) set of half size paper record drawings for review, followed by one (1) set of full-size paper final record drawings, along with a USB containing a PDF of the plan set, TIFF images of each individual plan sheet, and a project base map in DWG format as required by SUBRECIPIENT GIS. Final payment of Engineer's contract will be contingent on submittal of Record Drawings.
- L. Prior to substantial completion notify TDLR or the Contract Provider for a final inspection of pedestrian facilities including curbs and ramps. The Contractor will address any questions or issues arising from the inspection.
- M. The PROVIDER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor. PROVIDER will recommend to SUBRECIPIENT that Contractor's work be disapproved and rejected while it is in progress if PROVIDER believes that such work will not produce a completed Project that generally conforms to the Contract Documents.
- N. The Engineer will manage its subconsultants and is responsible for their work.

Task 10: TDLR

- A. This task shall be used on an as-needed basis, at the direction of the SUBRECIPIENT.
- B. Items covered under this task may include the following:
 - i. Effort related to registration of the project with the Texas Department of Licensing and Regulation (TDLR) and associated registration fees.
 - ii. Procurement of a third-party RAS.
 - iii. Registration, review, and other project fees related TDLR Review beyond the budgeted scope can be provided as an Additional Service.

Task 11: Franchise Utility Coordination

- A. The budgeted fee for this task is based upon approximately 20 hours of labor. We will not proceed with performance of services beyond the fee budgeted without written authorization by the SUBRECIPIENT.
 - i. Assist the SUBRECIPIENT in franchise utility coordination efforts during the design and bidding phases.
 - ii. Request utility maps and records from franchisees located within the project limits.
 - iii. Prepare and maintain a listing of potential franchise utility conflicts.
 - iv. Monitor and update the utility companies of the project schedule during design.
 - v. Monitor each utility company's relocation efforts and schedule during construction.
 - vi. Provide SUBRECIPIENT with utility relocation updates.

Additional Services

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates. Additional services the PROVIDER can provide include, but are not limited to, the following:

- A. Topographic and/or Boundary Survey other than what is described in the Scope of Services.
 - B. Environmental Analysis or Reports.
 - C. Cultural Resources Study.
 - D. Structural Design, including but not limited to: custom headwalls, wing walls, retaining walls, storm drain structures, utility structures.
 - E. Traffic Signal Design.
 - F. Construction Staking.
 - G. Meetings, presentations, and preparation of technical and other support documents for Property Owners
-

- coordination.
- H. Meetings with property owners for right-of-way and/or easement acquisition.
 - I. Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
 - J. Providing professional services associated with the discovery of any hazardous waste or materials in the project route.
 - K. Providing additional documentation required by the SUBRECIPIENT's legal representative during condemnation proceedings, and,
 - L. Any item not specifically mentioned in the Scope of Services.

Fee and Billing

The PROVIDER will perform the services identified in the Scope of Services on a Reimbursable/Hourly (Not-to-Exceed) basis in accordance with the below tasks. A breakdown of each task can be found beginning on the next page.

<u>Reimbursable/Hourly (Not-to-Exceed)</u>	<u>Task Fee:</u>
Task 1 – Conceptual Design (30%) Plans	\$49,400
Task 2 – Preliminary Design (60%) Construction Plans	\$76,600
Task 3 – Pre-Final Design (90%) Construction Plans	\$66,500
Task 4 – Final Design and Construction Plans	\$29,900
Task 5 – Topographic and Boundary Survey	\$26,300
Task 6 – Right-of-Way and Easement Instruments of Conveyance	\$7,900
Task 7 – Soil Investigation	\$4,800
Task 8 – Bidding Phase Services	\$21,600
Task 9 – Construction Phase Services	\$36,300
Task 10 – TDLR	\$4,800
Task 11 – Franchise Utility Coordination	\$5,800
Total Reimbursable/Hourly (Not-to-Exceed)	\$329,500

The PROVIDER will provide the services on a labor fee plus expense basis. For your budgeting purposes, we recommend allocating \$329,500 for these tasks (not-to-exceed). Direct reimbursable expenses (subconsultant fees, out-of-house printing, courier services, etc.) will be billed at a rate of 1.05 times cost. Labor fee will be billed on an hourly basis based on then hourly rates. A percentage of labor fee (6%) will be added to each invoice and is included in the not-to-exceed budgets, to cover certain other expenses such as telecommunications, printing, in-house reproduction, postage, computer expenses, supplies, and local mileage. Administrative time related to the project will be billed hourly.

Kimley»Horn

Task Fee Calculation

Date: May 16, 2022

General Project Information

Client: CITY OF BASTROP
 Project: AGNES ROAD EXTENSION
 GLO
 PM:

Task Effort Summary

Labor: \$ 46,200
 Expenses: \$ 400
 Allocation: \$ 2,800
TOTAL: \$ 49,400

Task Information

Number: 1
 Name: 30% Design
 Task Mgr: _____

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional I											Subtotal	(Hrs)	Expenses (\$)		
		P7	P6	P5	P4	P3	P2	P1	CO6	B5	N5						
Internal Project Status Meetings		8	8					8								24	
Data Collection/Survey Cleanup/Coordination			4					10								14	
Alignment & Profile Layout			4					12								16	
Conceptual Corridor & Cross Sections								10	20							30	
Title Sheet								2								2	
Typical Sections								8								8	
Roadway Plan & Profile Sheets								30								30	
Existing Drainage Area Map			4					12								16	
Proposed Drainage Area Map			4					12								16	
Storm Drain Plan			6					12								18	
Prepare OPMC								10								10	
QC		4	12													16	
Attend (1) Meeting With City		4	4													8	\$ 300
Admin/Accounting Support											3	3				6	
Subconsultant Coordination			4					6								10	
Subtotals:		16	50					132	20	3	3					224	\$ 300

Task Subtotals (\$000's)	Senior Professional I											Lbr	Expenses (\$)			
Effort:	4.4	13.3						23.8	3.8	0.6	0.4				46.2	\$ 400

Kimley»Horn

Task Fee Calculation

Date: May 16, 2022

General Project Information

Client: CITY OF BASTROP
 Project: AGNES ROAD EXTENSION
 GLO
 PM:

Task Effort Summary

Labor: \$ 72,200
 Expenses: \$ 400
 Allocation: \$ 4,400
TOTAL: \$ 77,000

Task Information

Number: 2
 Name: 60% Design
 Task Mgr:

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional I											Professional	Analyst	Analyst	Senior Tech Support	Professional	Support Staff	Subtotal	(Hrs)	Expenses (\$)		
		P7	P6	P5	P4	P3	P2	P1	CO6	B5	N5												
Internal Project Status Meetings		8	8								8										24		
Sheet Index											4											4	
General Notes											4											4	
Typical Sections											8											8	
Paving Plan & Profile			10								40											50	
Project Control											8											8	
Traffic Control Narrative											8											8	
Existing DAM											12											12	
Proposed DAM											16											16	
Storm Drain Plan & Profile			10								40											50	
Storm Drain Prelim Calculations			10								12											22	
Pavement Marking & Signing											12											12	
Erosion Control											8											8	
Corridor & Cross Sections			8								20	40										68	
Standard Details											8											8	
QC		4	16																			20	
Prepare OPCC											8											8	
Attend (1) Meeting with City		4	4																			8	\$ 300
Admin/Accounting Support													4	4								8	
Subconsultant Coordination			4								8											12	
Subtotals:		16	70								224	40	4	4								358	\$ 300

Task Subtotals (\$000's)	Effort:	4.4	18.6								40.3	7.6	0.8	0.5							Lbr	72.2	Expenses (\$)	\$ 400
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Kimley»Horn

Task Fee Calculation

Date: May 16, 2022

General Project Information

Client: CITY OF BASTROP
 Project: AGNES ROAD EXTENSION
 GLO
 PM:

Task Effort Summary

Labor: \$ 19,000
 Expenses: \$ 1,400
 Allocation: \$ 1,200
TOTAL: \$ 21,600

Task Information

Number: 8
 Name: Bidding Phase Services
 Task Mgr:

Task Description and Budgeting

Task Descriptions:	GLC:	Resource Category											(Hrs)	Expenses (\$)		
		P7	P6	P5	P4	P3	P2	P1	CO6	B5	N5	Support Staff			Subtotal	
Print one half size set and project manual														3	3	
Printing Expenses														2	2	\$ 500
Pre-Bid		6	6												12	\$ 300
Addenda		2	4				6								12	
Bid Opening		6	6											5	17	\$ 300
Schedule of Submittals			6												6	
CIVCAST posting and fee							1								1	\$ 150
Tabulate bids			3											4	7	
Compare bids to OPC			2												2	
Evalute bids for irregularities and discrepancies			2												2	
Check bidder references			3				8								11	
2 full-size, 2 half-size, 1 pm to City							2							6	8	
1 full-size, 1pm to Contractor							2							3	5	
Subtotals:		14	32				19							23	88	\$ 1,250

Task Subtotals (\$000's)		Effort											Lbr	Expenses (\$)		
		3.9	8.5				3.7							2.9	18.9	\$ 1,400

House Bill 89 Verification Form

I, Douglas Arnold (printed person's name), the undersigned representative of (Company or Business name) Kimley-Horn and Associates, Inc. (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

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

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

03/30/2022

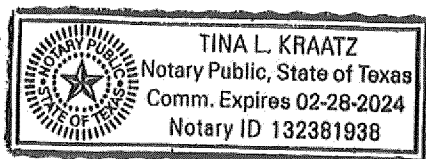
DATE



SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE 30 day of March, 2022, personally appeared Douglas Arnold, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL





**CITY OF BASTROP
CONTRACT FOR ENGINEERING SERVICES**

This Engineering Services Contract ("Contract") is entered by and between the **City of Bastrop**, a Texas municipal corporation (the "City"), and **Kimley-Horn and Associates, Inc.**, a **North Carolina corporation** (the "Engineer Contractor"), and together with the City jointly referred to as the "Parties," for the following work described in the Scope of Services, attached hereto and incorporated herein as Exhibit A-2 for all purposes. (the "Work" or "Project").

I. General Information and Terms.

Engineer's Name and Address:	Kimley-Horn and Associates, Inc. 2201 W. Royal Lane, Suite 275 Irving, Texas 75063 Attn: Brian J. LaFoy, P.E.
General Description of Services:	Design of Approximately 2,300 linear feet of 10-inch PVC sanitary sewer and 2,300 linear feet of 12" PVC water line along proposed Agnes Street, including water services, valves, laterals, hydrants, manholes, and appurtenances. Levels A and B Subsurface Utility Engineering (SUE) for this project and the Agnes Street roadway extension project being designed concurrently under GLO grant funds. Construction phase services.
Maximum Contract Amount:	\$129,900.00
Effective Date:	On the latest of the dates signed by both parties.
Expiration 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. **Engineer's Services.** The Engineer shall provide to the City the professional engineering services ("Services") described in the Scope of Services, Exhibit A-2.

B. **Billing and Payment.** The Engineer shall bill the City for the Services provided at intervals of at least thirty (30) days of receipt of Engineer's invoices, except for the final billing. The City will pay the Engineer within thirty (30) days of receipt of Engineer's invoices for the Services provided for in this Contract with current revenues available to the City, but all the City's payments to the Engineer, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the Texas Government Code. The City shall have the right to withhold payment, or any part thereof, of invoice presented by Engineer until resolution providing reasonable verification of the validity thereof. The City shall notify the Engineer, in writing, of the disputed amount within thirty (30) days. The City shall not be to the Engineer 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.

The compensation amount shall not exceed the Maximum Contract Amount specified in the General Information in Part I. Payment to the Engineer shall be based on satisfactory completion of identified milestones detailed in Exhibit A-3, attached hereto and incorporated herein for all purposes.

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. **Expiration/Termination Provisions.** The Engineer understands and agrees that it shall prepare and submit an amendment in writing to this Contract for approval by the City upon receipt of project funding. Post-award engineering related services shall be performed as governed by this Contract pursuant to said amendment. A reimbursement method and amount for the engineering services provided shall also be addressed in the said amendment. Engineer understands and acknowledges that post-award services associated with this Contract are contingent upon the receipt of HMGP funding. Engineer understands and agrees that if funds are not awarded, City shall promptly provide notice to Engineer of termination of this this Contract.

- (1) Unless terminated earlier as allowed by this Contract, this Contract expires:
 - (a) On the expiration 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 expiration survives expiration; or
 - (b) If there is no expiration date specified in the General Information in Part I, the Contract expires 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 Engineer not less than five (5) business days prior to the termination date. City shall pay the Engineer for all Services rendered in compliance with this Contract up to the date of termination. Upon receipt of such notice, the Engineer shall immediately discontinue the work and placing of orders for materials, facilities, and supplies in connection with the performance of this Contract. 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, then the Contract shall automatically terminate at the beginning of the first day of the successive fiscal year.
- (4) If the Engineer fails to fulfill in a timely and proper manner its obligations under this Contract, or if the Engineer violates any of the covenants, conditions, agreements, or stipulations of this Contract upon City's sole determination, it shall be an Event of Default. Upon such Event of Default, City shall provide thirty (30) days written notice to Engineer to cure said Default. If not cured to City's sole satisfaction, then City shall have the right to terminate this Contract by giving written notice to the Engineer of such termination and the effective date thereof, which shall be at a minimum of five (5) days before the effective date of such termination.

In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Engineer pursuant to this Contract shall be provided to City promptly upon City's request, in accordance with section Q herein. In the event of termination for cause, the Engineer shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding any other provision to the contrary herein, the Engineer shall not be relieved of its liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Engineer. Engineer understands and agrees that City may off-set the damages it incurred as a result of the Engineer's breach of the contract from any amount it might otherwise owe the Engineer.

E. Delays. Engineer understands and agrees that in the event of delay or hindrance not the fault of Engineer, an extension of time shall be the Engineer's sole remedy.

F. Independent Contractor. It is understood and agreed by the Parties that the Engineer is an independent contractor retained for the Services described in the Scope of Services, Exhibit A-2. The City shall not control the manner or the means of the Engineer's performance but shall be entitled to work product as detailed in the Exhibit A-2. The City shall 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 or partnership. Services performed by the Engineer under this Contract are solely for the benefit of the City. Nothing contained in this Contract creates any duties on the part of the Engineer 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 Engineer's performance of its Services hereunder, and no right to assert a claim against the Engineer by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Engineer's Services hereunder.

G. **Subcontractor.** The term "subcontractor" shall mean and include only those hired by and having a direct contract with Engineer for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by Engineer for performance of work on the Project, and all subcontractors shall look exclusively to the Engineer for any payments due. The Engineer 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 Engineer may not assign this Contract without the City's prior written consent.

I. **Law Governing and Venue.** This Contract is governed by the laws 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 Engineer 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 file a lawsuit 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 ENGINEER 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 ENGINEER'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 ENGINEER, ITS AGENTS, REPRESENTATIVES,

EMPLOYEES, OR ANYONE WHOM THE ENGINEER 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 ENGINEER 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 ENGINEER, 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 Engineer'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 Engineer 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 Engineer 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.** Engineer understands and agrees that 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 hereto and incorporated herein as Exhibit A-1.

T. **Compliance with Laws.** The Engineer 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, attached hereto and incorporated herein as Exhibit B-2, which must be filled out and signed by the Engineer 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, Engineer shall maintain insurance of the types and amounts as those required in Exhibit B-1, which is attached hereto and incorporated herein for all purposes. All of Engineer'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 Engineer, 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.

1. Audit

Engineer shall, and shall ensure that its affiliates, subsidiaries, contractors, subcontractors, consultants, agents, and any other person associated with Engineer including those in Engineer 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 Engineer Group shall include, without limitation, (a) payroll records accounting for total time distribution of Engineer'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 Engineer'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 Engineer 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).

2. Reports of Incidents

Within twenty-four (24) hours upon occurrence, Engineer shall provide notice in writing to the City 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 Engineer or any subcontractor of Engineer or any other member of Engineer Group performing Work pursuant to this Contract. Engineer 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.

3. Access to Records

The Engineer agrees to provide the City or any of their authorized representatives access to any books, documents, papers, and records of the Engineer which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

4. Records Retention

The Engineer shall retain all records including financial records, supporting documents, statistical records, and all other City records pertinent to this Contract for a minimum period of three (3) years from the date of completion.

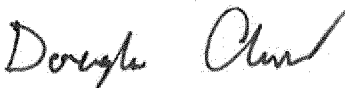
IV. Additional Contract Documents. This Contract, which includes Parts I – IV, represents the entire and integrated agreement between the City and the Engineer and supersedes all prior negotiation, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by authorized representatives of both the City and the Engineer. 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 Payment Schedule
- EXHIBIT A-4 House Bill 89 Verification
- EXHIBIT B-1 Requirements for Engineering Services Contract

V. Signatures.

KIMLEY-HORN AND ASSOCIATES, INC.

CITY OF BASTROP

By: 

By: 

Printed Name: Doug Arnold

Printed Name: Paul A. Notman

Title: Assistant Secretary

Title: City Manager

Date: May 17, 2022

Date: 5/18/22

EXHIBIT A-1

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

(See Attached)

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Kimley-Horn and Associates, Inc.
 Dallas, TX United States

Certificate Number:
 2022-867213

Date Filed:
 03/30/2022

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

Date Acknowledged:

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.
 033022
 Agnes Street Roadway Extension Project

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
	Lefton, Steve	Dallas, TX United States	X	
	Flanagan, Tammy	Dallas, TX United States	X	
	Cook, Richard N	Dallas, TX United States	X	
	McEntee, David L	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is SARAH MEZA, and my date of birth is 05/14/1981.

My address is 13455 NOEL ROAD, SUITE 700, DALLAS, TX, 75240, US.
(street) (city) (state) (zip code) (country)

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

Executed in DALLAS County, State of TEXAS, on the 30TH day of MARCH, 2022.
(month) (year)



Signature of authorized agent of contracting business entity
 (Declarant)

EXHIBIT A-2

Scope of Services dated March 29, 2022

(See Attached)

Agnes Street Extension - Utility Improvements

Scope of Services

March 29, 2022

PROJECT UNDERSTANDING

1. Based on discussions with the CITY, we understand the CITY is requesting the ENGINEER to provide construction documents for the following improvements:
 - 1.1. Approximately 2,300 linear feet of 10-inch PVC sanitary sewer and 2,300 linear feet of 12" PVC water line along proposed Agnes Street, including water services, valves, laterals, hydrants, manholes, and appurtenances
 - 1.2. Levels A and B Subsurface Utility Engineering (SUE) for this project and the Agnes Street roadway extension project being designed concurrently under GLO grant funds.
 - 1.3. Construction phase services.

SCOPE OF SERVICES

Task 1. Water Line and Sanitary Sewer Design

1. The ENGINEER will perform project management activities related to the design of the water and sanitary sewer facilities.
2. The ENGINEER will design approximately 2,300 linear feet of 10-inch PVC sanitary sewer and 12" PVC water line, and additional water and sewer facilities as may be necessary along proposed Agnes Street.
3. The ENGINEER will gather GIS data and potential future flow data from the CITY to make recommendations on the size of the sanitary sewer based on the City's design criteria and TCEQ requirements.
4. Water and sanitary sewer stubouts will be provided to the edge of the proposed right-of-way. The ENGINEER will coordinate with the CITY for the approximate locations.
5. The ENGINEER will prepare the design concurrently with the Agnes Street Extension project (being performed under a separate agreement). Comments received from the CITY for each submittal will be incorporated into subsequent submittals. A comment revision log will be included. Submittals will be provided via PDF to the CITY. Hardcopies can be provided at the request of the CITY. Final hardcopy documents are provided as part of the Bidding and Construction Phase Services tasks under the GLO agreement.
6. The ENGINEER will prepare water and sanitary sewer technical specifications (as necessary).
7. The ENGINEER will prepare TCEQ's Summary Transmittal letter.
8. After construction of the improvements, ENGINEER will review CCTV videos (provided by Contractor) and provide approval or any recommendations.
9. The Engineer is responsible to manage its own sub-consultants.

Task 2. Level B Subsurface Utility Engineering (SUE)

1. The ENGINEER, through a subconsultant, will perform Level B SUE within the same limits as the topographic survey being performed under a separate agreement.

Task 3. Level A Subsurface Utility Engineering (SUE)

1. The ENGINEER, through a subconsultant, will perform Level A SUE services identify specific potential conflicts. This service can be performed on a per location basis. For budgeting purposes three (3) potholes at a depth of five to eight feet have been assumed.

Task 4. Construction Phase Services

1. The budgeted fee for this task is based upon approximately 55 hours of labor. We will not proceed with performance of services beyond the fee budgeted without written authorization by the CITY.
2. The utility improvements designed under this agreement will be bid as part of the Agnes Street Extension (GLO-funded) project being prepared under a separate agreement. For reference, the following items will be submitted during bidding under the separate agreement:
 - 2.1. Two (2) 11"x17" sets and two (2) Project Manuals for CITY's use during bidding
 - 2.2. Subsequent to project award, provide electronic and hard copies of the conformed construction plans and specifications, as follows:
 - 2.2.1. Four (4) plan sets (two (2) 22"x34", two (2) 11"x17") and two (2) project manuals to the CITY.
 - 2.2.2. One (1) plan set (22"x34") and one (1) project manual to the contractor.
 - 2.2.3. Electronic files to the CITY and contractor
3. Bid Form Updates – Due to funding regulations, bidding of improvements designed under this contract may require development of a separate bid form from the Agnes Street Extension improvement being prepared under a separate agreement. If needed, ENGINEER will prepare a separate bid form specific to the utility improvements that will accompany the bid form for the GLO-funded items in the project manual.
4. Pre-Construction Conference – Conduct a meeting with the CITY, the contractor, and other interested parties to discuss the construction of the Project, including Project requirements, communication procedures, Project scheduling, personnel, laboratory testing requirements, field inspection, construction staking, pay requests, and other matters that may impact the Project. ENGINEER will provide meeting minutes within two (2) business days.
5. Construction services – ENGINEER anticipates being on-site monthly during active construction periods to observe the progress of the Work and document site visit with an Engineer's Observation Report that includes areas observed and photos. Visits will be coordinated with the CITY and contractor to align with construction milestones and/or periods of active construction. Observation will be in addition to CITY inspection of the project. ENGINEER will provide reports to CITY within two (2) business days. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and ENGINEER will keep CITY informed of the general progress of the Work. The purpose of Consultant's site visits will be to enable Consultant to better

carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

6. The ENGINEER will lead progress meetings monthly with the CITY and the Contractor to review the status of the construction schedule, current submittal log, current RFI log, any ongoing project issues, and any known project impacts. ENGINEER will prepare agendas for meetings and provide meeting minutes within two (2) business days.
7. Contractor Schedule Review – The ENGINEER will perform a review of contractor's construction schedule in accordance with the specifications. An initial schedule will be reviewed for schedule health and for consistency with project phasing and contract time limits. Comments will be provided to the Contractor and the CITY. Monthly progress schedule updates will be reviewed, and comments of observations provided for discussion with the contractor.
8. Shop Drawings and Requests for Information – ENGINEER will Review, Approve and/or provide comments/recommendations on all shop drawings, change orders, and request for information (RFIs) for the Project. Review and determine acceptability of deviations from specifications, substitute materials and equipment in consultation with City's Project Manager and make recommendation regarding such deviations or substitutions. Review laboratory testing reports, field change requests and change orders and provide comments to City. Provide written responses to requests for information or clarification to City or contractor. Provide and maintain an accurate Change Order Log, Submittal Log and Requests for Information Log throughout the duration of the Project and make such logs available to the City. If required, the Consultant will coordinate change order review to arrange for the appropriate parties to receive the submitted information from the Contractor, reviewers to respond in the required time, any questions are addressed, and all submitted items are properly documented. ENGINEER will typically respond to shop drawings, change orders, and RFI's within two (2) business days. Complexity of some items may warrant longer review times. In those cases, ENGINEER will communicate review times with the CITY.
9. Applications for Payment. Based on its observations and on review of applications for payment and supporting documentation, ENGINEER will recommend amounts that Contractor be paid. Recommendations will be based on ENGINEER's knowledge, information and belief, and will state whether in ENGINEER's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. ENGINEER's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.
10. All original, complete documentation of submittals and review/approvals thereof, reports, etc. are to be provided to City's Project Manager as part of the Project Close-out documentation.
11. Substantial Completion – The Consultant will, promptly after notice from Contractor and City Inspector that it considers the entire Work ready for its intended use, and coordination with the City and grant provider, coordinate a substantial completion walkthrough. Engineer will provide

documentation of substantial completion observations and deficiencies to the Contractor and City. This scope includes one substantial completion walk through and punch list.

12. Final Completion – The Consultant will coordinate a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and per City and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. This scope includes one final completion walk through.
13. Record Drawings – Prepare record drawings utilizing Engineer field notes, contractor red lines, and CITY and contractor as-built information, including one (1) set of half size paper record drawings for review, followed by one (1) set of full-size paper final record drawings, along with a USB containing a PDF of the plan set, TIFF images of each individual plan sheet, and a project base map in DWG format as required by CITY GIS. Final payment of Engineer's contract will be contingent on submittal of Record Drawings.
14. The ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor. ENGINEER will recommend to CITY that Contractor's work be disapproved and rejected while it is in progress if ENGINEER believes that such work will not produce a completed Project that generally conforms to the Contract Documents.
15. The ENGINEER will manage its subconsultants and is responsible for their work.

Fee and Billing

The ENGINEER will perform the services identified in the Scope of Services on a Reimbursable/Hourly (Not-to-Exceed) basis in accordance with the following tasks:

<u>Reimbursable/Hourly (Not-to-Exceed):</u>	<u>Task Fee:</u>
Task 1 – Water Line and Sanitary Sewer Design	\$102,400
Task 2 – Level B Subsurface Utility Engineering (SUE)	\$4,000
Task 3 – Level A Subsurface Utility Engineering (SUE)	\$6,800
Task 4 – Construction Phase Services	\$16,700
Total Reimbursable/Hourly (Not-to-Exceed):	\$129,900

The ENGINEER will provide the services on a labor fee plus expense basis. For your budgeting purposes, we recommend allocating \$129,900 for these tasks (not-to-exceed). Direct reimbursable expenses (subconsultant fees, out-of-house printing, courier services, etc.) will be billed at a rate of 1.05 times cost. Labor fee will be billed on an hourly basis based on then hourly rates. A percentage of labor fee (6%) will be added to each invoice and is included in the not-to-exceed budgets, to cover certain other expenses such as telecommunications, printing, in-house reproduction, postage, computer expenses, supplies, and local mileage. Administrative time related to the project will be billed hourly.

EXHIBIT A-3
Payment Schedule

Kimley-Horn and Associates, Inc.

Standard Rate Schedule

(Hourly Rate)

Analyst	\$125 - \$200
Professional	\$180 - \$240
Senior Professional I	\$225 - \$285
Senior Professional II	\$265 - \$300
Senior Technical Support	\$150 - \$220
Support Staff	\$95 - \$135
Technical Support	\$95 - \$140

Effective through June 30, 2022

Subject to periodic adjustment thereafter

Kimley»Horn

Task Fee Calculation

Date: March 30, 2022

General Project Information

Client: CITY OF BASTROP
 Project: AGNES STREET EXTENSION
 CITY
 PM:

Task Effort Summary

Labor: \$ 96,600
 Expenses: \$ -
 Allocation: \$ 5,800
TOTAL: \$ 102,400

Task Information

Number: 1
 Name: Water and Sewer Design
 Task Mgr:

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional I							(Hrs)	Expenses (\$)	
		P7	P6	P4	P2						Subtotal
Water											
General Notes				1	4					5	
Layout				1	4					5	
Plan and Profile (3)		4		12	60					76	
Details				2	8					10	
OPCC			2	8	16					26	
Specifications				8	16					24	
QAQC			6							6	
Project Management & Data Collection			6	10	24					40	
Sanitary Sewer											
General Notes				1	4					5	
Layout				1	4					5	
Plan and Profile (4)			6	16	80					102	
Details				2	8					10	
OPCC			4	12	24					40	
Specifications				8	16					24	
QAQC			12							12	
TCEQ permit				2	6					8	
Project Management & Data Collection			8	16	30					54	
Subconsultant Coordination			6							6	
Subtotals:			54	100	304					458	\$ -

Task Subtotals (\$000's)	Effort:	Senior Professional I							Lbr	Expenses (\$)
		14.3	23.0	59.3					96.6	\$ -

Kimley»Horn

Task Fee Calculation

Date: March 30, 2022

General Project Information

Client: CITY OF BASTROP
 Project: AGNES STREET EXTENSION
 CITY
 PM:

Task Effort Summary

Labor: \$ 14,800
 Expenses: \$ 1,000
 Allocation: \$ 900
TOTAL: \$ 16,700

Task Information

Number: 4
 Name: Construction Phase Servi
 Task Mgr:

Task Description and Budgeting

Task Descriptions:	GLC:	Resource Category												(Hrs)	Expenses (\$)											
		P7	P6	P5	P4	P3	P2	P1	C06	B5	N5	Senior Professional I	Senior Professional II			Senior Professional III	Professional	Analyst	Analyst	Senior Tech Support	Professional	Support Staff	Subtotal			
55 hours		20	35																						55	\$ 900
Subtotals:		20	35																						55	\$ 900

Task Subtotals (\$000's)	Effort:													Lbr	Expenses (\$)											
	5.5	9.3																							14.8	\$ 1,000

EXHIBIT A-4

House Bill 89 Verification

(See Attached)

House Bill 89 Verification Form

I, Douglas Arnold (printed person's name), the undersigned representative of (Company or Business name) Kimley-Horn and Associates, Inc. (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

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

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

03/30/2022

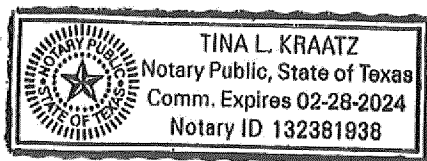
DATE

Douglas Arnold

SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE 30 day of March, 2022, personally appeared Douglas Arnold, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL



Tina L. Kraatz

EXHIBIT B-1
REQUIREMENTS FOR ENGINEERING SERVICES CONTRACT

The Engineer shall comply with each and every condition contained herein. The Engineer 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, Engineer is obligated to extend the insurance coverage. Any Subcontractor(s) hired by the Engineer shall maintain insurance coverage equal to that required of the Engineer. It is the responsibility of the Engineer 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, Engineer shall specifically endorse applicable insurance policies as follows:

- A. The City of Bastrop shall be named as an additional insured with respect to Engineering 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. Engineer 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, Engineer 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 Engineer'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.

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

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

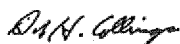
PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Jerry Noyola	FAX (A/C, No):	
	PHONE (A/C, No, Ext): 770-220-7699	E-MAIL ADDRESS: jerry.noyola@greyling.com	
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : National Union Fire Ins. Co.		19445
	INSURER B : Allied World Assurance Company (U.S.)		19489
	INSURER C : New Hampshire Ins. Co.		23841
	INSURER D : Lloyds of London		085202
INSURER E :			
INSURER F :			

COVERAGES CERTIFICATE NUMBER: 22-23 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL5268169	04/01/2022	04/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPI/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA4489663	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			03127930	04/01/2022	04/01/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC015893685 (AOS) WC015893686 (CA)	04/01/2022 04/01/2022	04/01/2023 04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab			B0146LDUSA2204949	04/01/2022	04/01/2023	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Agnes Street Roadway Extension; Brian LaFoy. The City of Bastrop, its officers, agents, volunteers, and employees are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract.
 (See Attached Descriptions)

CERTIFICATE HOLDER City of Bastrop Engineering and Capital Project Mgmt. Dept. P.O. Box 427 1311 Chestnut Street Bastrop, TX 78602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

DESCRIPTIONS (Continued from Page 1)

Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2022 forms a part of

Policy No. CA4489663 issued to KIMLEY-HORN AND ASSOCIATES, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION TO WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT AS SUCH PERSON'S OR ORGANIZATIONS LIABILITY ARISING OUT OF USE OF A COVERED AUTO.

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2022 forms a part of

policy No. CA4489663 issued to KIMLEY-HORN & ASSOCIATES, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II 6 Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 12:01 AM 04/01/2022 forms a part of Policy No. WC015893685 (AOS)

Issued to Kimley-Horn and Associates, Inc.

By NEW HAMPSHIRE INSURANCE COMPANY

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver

Name of person or organization

(X) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS


3. Premium:

The premium charge for this endorsement shall be 2.0 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

Countersigned by _____

WC 42 03 04 B
(Ed. 6-14)



Authorized Representative



Partners for a Better Quality of Life

May 28, 2021
21KHAA150.61

Ryan Delmotte, P.E. (TX)
Kimley-Horn
2201 W. Royal Ln., Ste. 275
Irving, Texas 75063
D) 214.420.5624
ryan.delmotte@kimley-horn.com

Project: Subsurface Utility Engineering (SUE) Services at City of Bastrop Proposed Roadway in Bastrop, Texas.

Dear Mr. Wargo

CP&Y, Inc. (CP&Y) is pleased to submit our proposal for Subsurface Utility Engineering Services for the above referenced project to Kimley-Horn (Client). This proposal was developed based on scoping information provided via email on 5/26/2021 between Ryan Delmotte (Client) and Ronald Lindsay (CP&Y).

Scope of Services

Using the information discussed during our conversation, CP&Y has developed a general scope of work required for this project. The scope of work may be modified, with the Clients' concurrence, so long as there are mutual gains during the performance of the work, if warranted by actual field findings. All SUE services provided by CP&Y for this project will be completed in conformance with the ASCE/CI 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data".

Based upon our understanding of the project's requirements the general description of the scope of work involves CP&Y researching available existing utility records and **performing in-field utility designating (Quality Level B)** with the objective of finding and mapping the horizontal location of the existing utilities located between Agnes St and Home Depot Way located in Bastrop, Texas. The limits of the utility designating investigation are within the property limits as shown on the exhibit included as Attachment "A" to this proposal. The scope also includes **one (1) test hole** on a utility to determine the vertical location of existing utilities within the project limits. Proposed test hole locations will be provided by the Client prior to CP&Y beginning test hole work at the site. To accomplish this scope of work CP&Y will perform the following tasks.

I. As part of the Records Research effort CP&Y will perform the following:

- Coordinate with Texas811 and Utility Locators to request underground utilities be marked prior to beginning work.

City of Bastrop Proposed Roadway, Bastrop, Tx – SUE Services

- Perform in-field visual site inspection. Compare utility record information with actual field conditions. Record indications of additional utility infrastructure and visual discrepancies with record drawings.

II. As part of the Designating Effort CP&Y will perform the following:

- Select and employ the appropriate suite of industry standard geophysical equipment to search for existing utilities within the limits specified on the project. For metallic/conductive utilities (e.g. steel pipe, electrical cable, telephone cable) electromagnetic induction, and magnetic equipment will be employed. CP&Y will attempt to designate non-metallic/non-conductive utilities using other proven methods, such as rodding and/or probing. As agreed too with the Client, this scope of work includes mapping of all utilities within the work limits. Unless specifically requested, utility service lines and irrigation lines are not included in this scope.
- Interpret the surface geophysics and mark the indications of utilities with paint on the ground surface for subsequent depiction on deliverable utility maps. The existing utilities will be designated within the project limits as shown in Attachment "A".
- Record all marks on electronic field sketches and correlate such data with utility records and above ground appurtenances obtained from visual inspection to resolve differences and discrepancies. Denote any utilities found where ownership/utility type is not available from records as "unknown" facilities.
- Survey the existing utility designating marks and above ground utility appurtenances according to the project control and record the data for subsequent depiction on the plan deliverables.
- We do not anticipate maintenance of traffic for temporary lane closures during this phase of the project.
- CP&Y's field crews and equipment are not equipped or prepared to work in any area that possibly are or may have been contaminated with hazardous materials at any time.

III. As part of the Locating Effort CP&Y will perform the following:

- Employ vacuum excavation to verify the horizontal and vertical location of the existing utilities at the **one (1) test hole location** on the project at Client provided locations.
 - Once each utility is located, CP&Y will record the utility type, size, material, depth to top and general direction.
 - Each test hole will be assigned a unique ID number and will be marked with rebar/cap. A survey lath labeled with the test hole ID number and other pertinent utility information will be placed at each test hole location.
 - If rock or concrete is encountered during the excavation and CP&Y is not able to excavate through our normal test hole procedures, the client will be immediately notified of the field condition. Excavation in rock or to a

City of Bastrop Proposed Roadway, Bastrop, Tx – SUE Services

depth greater than 13 feet may require additional measures, include a backhoe, shoring, etc. CP&Y will contact the client to discuss other options and approaches if excavation encounters issues such as cave ins or ground water.

- CP&Y will vacuum down to obtain the required information, and then replace material removed, mechanically-tamped in 6-inch lifts. Asphalt surfaces will be repaired with asphalt cold patch and concrete cores will be epoxied back in place, flush with surrounding surface. If restoration efforts are needed beyond what is described above CP&Y, INC. shall be notified in writing prior to mobilizing to the field.
- Survey the final utility test hole locations according to the project control once all vacuum excavation field work has been completed.
- We do not anticipate excavation permits will be required for completion of test holes on this project.
- We do not anticipate maintenance of traffic for lane closures during this phase of the project.
- We do not anticipate coring of asphalt/concrete pavement will be required at the locations as shown on Attachment "A."
- CP&Y's field crews and equipment are not equipped or prepared to work in any area that possibly are or may have been contaminated with hazardous materials at any time.

Deliverable(s)

CP&Y, INC. will provide the following as final Deliverables to the Client:

- Prepare a simple drawing showing the Quality Level "B" designation of the existing utilities within the work area and any additional above grade utility structures identified during the investigation.
- Prepare a simple drawing showing the location of each test hole and a call box identifying the depth of the hole and any utility information that was located.
- One (1) electronic AutoCAD file depicting all designated and located utilities.
- In addition to the hard copy plans, paint, and test hole markers will be placed on the ground marking utility locations at the site.

Client Shall Provide the Following

- The Client shall provide CP&Y access to the job site for our equipment and personnel including Right of Entry letters, permits or any other pertinent documentation, if needed. Any construction or clearing activities required for

City of Bastrop Proposed Roadway, Bastrop, Tx – SUE Services

access to perform field services will be considered beyond the scope of this proposal.

- Client will provide an IPO, a copy of any construction and/or utility records, a CAD file and survey control within 500' of the site and specify if the coordinates are in grid or state plane as well as scale factor if applicable. If no topographic file is provided, utility mapping will be overlaid on Google Earth image.
- Assuming all utility structures are accessible.
- Anticipated utilities that will be investigated are to be determined.

Schedule

It will take an estimated **two (2) working days** for the Quality Level "B" field services, and an estimated **one (1) working day** for the Quality Level "A" field services described above to be completed. However, the schedule may be modified due to unforeseen circumstances due to the following: inclement weather, waiting for information from client, subcontractor availability, etc. In the event the schedule needs to change, CP&Y will notify the Client and provide an updated schedule.

Basis for Compensation

CP&Y proposes to perform **1 test holes (QL"A")** utilizing our standard rates for an estimated fee of **\$1,800.00** and CP&Y proposes to perform **designating (QL"B")** utilizing our standard rates for an estimated fee of **\$3,644.00**. A total estimated fee of **\$5,444.00** is for completion of both proposed **QL"A"** and **QL"B"** phases of this proposal. Our estimate for this project can be seen in the attached Fee Schedule (Attachment "B"). All prices offered shall remain firm for sixty (60) calendar days from the date of this proposal.

Limitation of Warranty & Standard of Care: CP&Y conducts utility investigations in accordance with ASCE 38-02: Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data. Identifying and mapping underground utilities is a result of gathering evidence and therefore exact utility locations are not guaranteed unless visually exposed and surveyed, and then only at those specific exposed locations. CP&Y warrants only that the services provided under this proposal will meet the prevailing standard of care and does not guarantee that all utilities can or will be identified, detected or precisely mapped.

CP&Y looks forward to working with you on this very important project. We are confident that our services will be a great benefit to you and keep your project on schedule and on budget. If you agree to this proposal, please sign and date below and return to me by email. Your signature below will also serve as written acceptance of the proposal. If you have any questions or require additional information, please feel free to contact me at any time.

City of Bastrop Proposed Roadway, Bastrop, Tx – SUE Services

Sincerely,



Ronald Lindsay
Director of SUE

rlindsay@cpyi.com
214.589.6931

Accepted on: Month _____ Day _____ Year _____

Company _____

Print Name _____

Signature _____

Title _____

ATTACHMENT "A"



ATTACHMENT "B" - FEE SCHEDULE

City of Bastrop Proposed Roadway - Bastrop, TX

SUE Services
CP&Y, Inc.
5/28/2021

SUE QUALITY LEVEL "B" LABOR COSTS	LABOR CLASS.	Sr. PROJECT MANAGER	SUE PROJECT MANAGER	UTILITY TECH	CADD TECH	CLERICAL SUPPORT	TOTAL HOURS
Records Research		\$215.00	\$140.00	\$110.00	\$110.00	\$84.00	
Production/Review of QL"B" Plan Deliverables		0.0	0.0	4.0	0.0	0.0	4.0
Project Meetings / Safety Orientation		0.0	1.0	0.0	4.0	0.0	5.0
Permit Coordination/Acquisition		0.0	0.0	0.0	0.0	0.0	0.0
Contract Administration		0.0	0.0	0.0	0.0	1.0	1.0
		0.0	1.0	0.0	0.0	0.0	1.0
SUBTOTAL HOURS		0.0	2.0	4.0	4.0	1.0	11.0
SUBTOTAL DOLLARS		\$0.00	\$280.00	\$440.00	\$440.00	\$84.00	\$1,244.00
SUBSURFACE UTILITY ENGINEERING COSTS							
		QTY	RATE	UNIT			TOTAL
Designating (2-Man Crew & Equipment) - Quality Level B		10.0	\$ 165.00	per hour			\$1,650.00
Survey of QL"B"							
Surveying (2-Man Crew & GPS Equipment)		0.5	\$ 1,500.00	per day			\$750.00
Traffic Control							
Single Lane Closure - Daily Rate (Includes Warning Signs & Cones, Arrow Board, Delivery & Pickup)		0	\$ 2,450.00	each			\$0.00
SUBTOTAL DOLLARS							\$2,400.00
TOTAL ESTIMATED QUALITY LEVEL "B" FEE							\$3,644.00
SUE QUALITY LEVEL "A" LABOR COSTS							
	LABOR CLASS.	Sr. PROJECT MANAGER	SUE PROJECT MANAGER	UTILITY TECH	CADD TECH	CLERICAL SUPPORT	TOTAL HOURS
Records Research		\$215.00	\$140.00	\$110.00	\$110.00	\$84.00	
Production/Review of QL"A" Deliverables		0.0	0.0	0.0	0.0	0.0	0.0
Project Meetings / Safety Orientation		0.0	1.0	0.0	1.0	0.0	2.0
Permit Coordination/Acquisition		0.0	0.0	0.0	0.0	0.0	0.0
Contract Administration		0.0	0.0	0.0	0.0	0.0	0.0
		0.0	0.0	0.0	0.0	0.0	0.0
SUBTOTAL HOURS		0.0	1.0	0.0	1.0	0.0	2.0
SUBTOTAL DOLLARS		\$0.00	\$140.00	\$0.00	\$110.00	\$0.00	\$250.00
Locating (Quality Level "A" - Test Holes)							
0 feet to 5.00 feet		1	\$ 1,100.00	per hole			\$1,100.00
over 5.00 feet to 8.00 feet		0	\$ 1,450.00	per hole			\$0.00
over 8.00 feet to 13.00 feet		0	\$ 1,750.00	per hole			\$0.00
over 13.00 feet to 20.00 feet		0	\$ 2,450.00	per hole			\$0.00
Greater than 20 ft (per foot)		0	\$ 200.00	per hole			\$0.00
Depths over 13 feet are an additional cost of \$200 per foot.							
Designating & GPR Investigation (2-Man Crew & Equipment) - Quality Level B		0.0	\$ 165.00	per hour			\$0.00
Mob-Demob Fee		1	\$ 300.00	each			\$300.00
Survey of QL"A"							
Surveying (2-Man Crew & GPS Equipment)		0.1	\$ 1,500.00	per day			\$150.00
Miscellaneous Items							
Asphalt/Concrete Coring & Pavement Repair (Flowable Fill)		0	\$ 600.00	each			\$0.00
Remove/Install Concrete Sidewalk		0	\$ 4,500.00	each			\$0.00
Permitting							
TxDOT Right of Way		0	\$ 600.00	each			\$0.00
Traffic Control							
Single Lane Closure - Daily Rate (Includes Warning Signs & Cones, Arrow Board, Delivery & Pickup)		0	\$2,450	each			\$0.00
SUBTOTAL DOLLARS							\$1,550.00
TOTAL ESTIMATED QUALITY LEVEL "A" FEE							\$1,800.00
DIRECT EXPENSES							
		QTY	COST				TOTAL
Per Diem (Includes Lodging)			\$ 165.00	per day			\$0.00
Permit / Inspection Fees			\$ 350.00	each			\$0.00
SUBTOTAL DOLLARS							\$0.00
TOTAL COMBINED ESTIMATED FEE							\$5,444.00

