

RESOLUTION NO. R-2022-100

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING AWARD OF A PROFESSIONAL SERVICES CONTRACT WITH KIMLEY-HORN AND ASSOCIATES, INC. IN THE AMOUNT OF EIGHTY THOUSAND DOLLARS AND ZERO CENTS (\$80,000.00) FOR THE ROADWAY IMPACT FEE STUDY; AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council understands the importance of protecting life and property of the citizens and businesses of Bastrop; and

WHEREAS, The City Council understands that increased traffic demand can have in a developing community; and

WHEREAS, The City Council understands the importance of developing a comprehensive transportation impact analysis using best available data to assist the City in preparing for continuing growth and development and to identify the impact of additional roadway trips to the existing and future transportation network; and

WHEREAS, Chapter 395 of the Texas Local Government Code allows cities to adopt a roadway impact fee to fund Capital Improvement Plan projects within the city limits; and

WHEREAS, The City of Bastrop has chosen Kimley-Horn and Associates, Inc. from a list of qualified professional engineering services identified by City Council in 2018.


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

Section 1: That the City Manager is hereby authorized to execute the Professional Services Contract attached as Exhibit A, in the amount of eighty thousand dollars and zero cents (\$80,000.00).

Section 2: That this Resolution shall take effect immediately upon its passage.

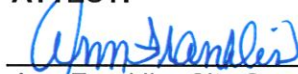
DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 25th day of October, 2022.

APPROVED:



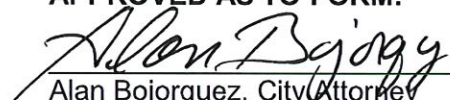
Connie B. Schroeder, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney

**CITY OF BASTROP
STANDARD CONTRACT FOR GENERAL SERVICES**

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

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

I. General Information and Terms.

Engineer’s/Contractor’s Name and Address: 10814 Jollyville Rd, Bldg 4, Ste 200
Austin, TX, 78759
Attn: Robert J. Gutekunst, P.E. AICP

General Description of Services: Roadway Impact Fee Study complaint with the requirements of Texas Local Government Code Chapter 395, including adoption process support and post-adoption implementation support

Maximum Contract Amount: \$80,000.00

Effective Date: On the latest of the dates signed by both parties.

Termination Date: See II.D.

Contract Parts: This Contract consists of the following parts:

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

II. Standard Contractual Provisions.

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

B. Billing and Payment. The Contractor will bill the City for the Services provided at intervals

of at least 30 days of receipt of Contractor's invoices, except for the final billing. The City will pay the Contractor within 30 days of receipt of Contractor's invoices for the Services provided for in this Contract with current revenues available to the City, but all of the City's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the Government Code. The City shall have the right to withhold payment, or any part thereof, of any of invoice presented by Contractor until resolution providing reasonable verification of the correctness thereof of is reached. The City shall notify the Contractor, in writing, of the disputed amount within thirty (30) days. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any bill.

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

D. Termination Provisions.

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

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

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

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

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

F. Independent Contractor. It is understood and agreed by the Parties that the Contractor is an

independent contractor retained for the Services described in the Scope of Services, Exhibit A-2, attached and incorporated herein. The City will not control the manner or the means of the Contractor's performance but shall be entitled to work product as detailed in the Exhibit A-2. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture. Services performed by the Contractor under this Contract are solely for the benefit of the City. Nothing contained in this Contract creates any duties on the part of the Contractor toward any person not a party to this Contract. No person or entity not a signatory to this Contract shall be entitled to rely on the Contractor's performance of its Services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

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

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

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

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

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

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

M. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY, INCLUDING

REIMBURSEMENT OF REASONABLE ATTORNEY'S FEES AND COST IN PROPORTION OF CONTRACTOR'S LIABILITY, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT ACT, ERROR, OR WILLFUL MISCONDUCT OF THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, OR ANYONE WHOM THE CONTRACTOR IS LEGALLY LIABLE FOR UNDER THIS CONTRACT.

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

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

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

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

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

for hire” as defined by federal copyright law. The City, as the author and owner of the copyright to the Work, may alter, reproduce, distribute, or make any other use of the Work as it deems appropriate.

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

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

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

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

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

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

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

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

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

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

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

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

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

III. Additional Terms or Conditions.

Insurance

At all times this Agreement is in effect, Contractor shall maintain insurance of the types and amounts as those required in Exhibit B-1. All of Contractor's insurance policies in any way relating to the Work, whether or not required by this Agreement and regardless of the enforceability or validity of any of the indemnities or other assumptions of liability by Contractor, shall, to the full coverage limits of all such policies without any limitations based on the minimum requirements set forth above: (a) other than the worker's compensation and professional liability insurance, name City 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 (c) be primary and noncontributory, for those policies in which the City is an additional insured, as to all other policies (including any deductibles or self-insured retentions) and self-insurance that may provide coverage to any member of City, 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.

A. Audit

Contractor shall, and shall ensure that its affiliates, subsidiaries, contractors, subcontractors, consultants, agents, and any other person associated with Contractor including those in Contractor Group, keep full and accurate books and records with respect to all Work performed, and all payments and expenditures in connection with this Agreement. The records to be maintained and retained by Contractor Group shall include, without limitation, (a) payroll records accounting for total time distribution of Contractor's employees working full or part time on the Project, as well as canceled payroll checks or signed receipts for payroll payments in cash; (b) invoices for purchases, receiving and issuing documents, and all other unit inventory records for Contractor's stores, stock, or capital items; (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other Third Parties' charges, including, but not limited to, Equipment rental; (d) travel and entertainment documentation, including, but not limited to, employee expense

reports and Contractor facility usage reports; and (e) all field tickets or similar documentation evidencing the Work. The City shall have the right at all reasonable times, for a period of five (5) years from the completion of the Work, to audit and inspect such books and records (excluding trade secrets, formulas, confidential data, proprietary information, or processes).

B. Reports of Incidents

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

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

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

V. Signatures.

KIMLEY-HORN AND ASSOCIATES, INC.

CITY OF BASTROP

By: 

By: 

Printed Name: Scott R. Arnold

Printed Name: Sylvia Carrillo

Title: Vice President

Title: City Mgr

Date: June 1, 2022

Date: 10/31/22

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

Certificate Number:
2022-893005

Date Filed:
05/31/2022

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.

053122
Roadway Impact Fee Study

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 TEXAS, on the 31ST day of MAY, 2022.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT A-2

Scope of Services dated May 26, 2022

(See Attached)

Exhibit A-2

Scope of Work

Roadway Impact Fee Study

SCOPE OF WORK OVERVIEW

Kimley-Horn and Associates, Inc. ("Engineer") understands the goal of this project is to evaluate the development and implementation of a Roadway Impact Fee for the City. This scope of services will provide the City with the technical analysis required by Chapter 395 of the Texas Local Government Code (TLGC) to determine the maximum assessable roadway impact fee that may be assessed. To conduct the land use assumptions analysis, the Engineer will utilize the demographics from the most recent water and wastewater impact fee study and latest Future Land Use Plan to align with growth projections within the City Limits. The growth will be compared to historic growth based on building permit history. To create the Roadway Impact Fee Capital Improvements Plan (CIP), the Engineer will utilize the most recent Transportation Master Plan CIP projects, and make adjustments based on feedback from the City. Any analysis outside Task 3B related to amending the City's Future Land Use Plan, Transportation Master Plan, or a change to the roadway impact fee study resulting from an amendment to the Future Land Use Plan or Transportation Master Plan following a notice from the City to use one or both of these documents, will be considered additional services. The project is broken into two phases. The first phase is the evaluation and analysis component and the second phase is adoption and implementation.

This project is anticipated to consist of the following components:

Phase 1: Evaluation and Analysis

1. Project Initiation, Education and Management
2. Land Use Assumptions
3. Master Plan Review and Impact Fee Capital Improvements Plan (CIP)
4. Maximum Fee Calculations and Rate Analysis
5. Credit Calculation

Phase 2: Adoption and Implementation

6. Roadway Impact Fee Study Document and Adoption Process
7. Administrative Tools and Implementation Support

Task 1. Project Initiation, Education and Management

- A. Project Kick-Off Meeting. The Engineer will meet with the City for a formal kick-off meeting for the Roadway Impact Fee project. During this meeting, the scope and City contacts will be determined for each task and a draft schedule will be discussed to meet requirements of TLGC Ch. 395.
- B. Project Team Status Meetings and Coordination. The Engineer will participate in reoccurring meetings with City staff. These meetings will be held on specific days and times as agreed by the City. A maximum of one (1) hour will be anticipated for each meeting. It is assumed that up to three (3) meetings will be in-person. The Engineer will prepare notes from each meeting. A maximum of six (6) meetings will be held.
- C. Project Status Reports and Invoicing. The Engineer will prepare and submit monthly status reports regarding project schedule and critical tasks. The Engineer will prepare monthly invoices.
- D. Service Areas. The Engineer will meet with the City to develop the roadway impact fee service area boundaries within the existing City limits consistent with the six (6) mile limit required by Chapter 395 of the Local Government Code. The Engineer anticipates a maximum of two (2) service areas will be required for roadway impact fees. An attempt to reduce these will be completed by developing up to two alternative service area concepts.

- E. Project Education. The Engineer will prepare for and attend up to two (2) project education meetings. These are anticipated to be following meetings:
- One (1) stakeholder, P&Z, City Council, or other committees;
 - One (1) joint City Council and Capital Improvements Advisory Committee (CIAC) workshop to present fundamentals of Roadway Impact Fees, a summary of the Roadway Impact Fee methodology, Land Use Assumptions, and the CIP and Maximum Assessable Roadway Impact Fees

Task 2 Land Use Assumptions

- A. Data Collection. The Engineer will coordinate with the City to obtain the following data or confirm existing data from the Transportation Master Plan:
- Demographic Data from the latest Future Land Use Plan, including assumed densities for each land use and assumptions for next 10 years anticipated to develop
 - City Contacts – The City shall provide the organization structure and contact information for the applicable City staff involved with the land use assumptions.
 - Comprehensive Master Plans – The City shall identify and provide the City’s most recent comprehensive master plans.
 - Building Permit History – The City shall provide the Engineer with available building permit history (both residential and non-residential) for the previous ten (10) years.
 - Currently adopted Land Use Assumptions for Water and Wastewater Impact Fees.
 - Maps – The City shall provide the Engineer with available GIS shapefiles, associated databases, and layer files in ESRI ArcGIS10.x format. All data shall be projected in NAD 83 State Plane, North Central Texas Zone coordinates. Data should include:
 - Current Zoning Map;
 - Annexations anticipated to be completed prior to study adoption;
 - Future Land Use Plan Map;
 - City / County Parcel Data; and
 - City Limits and ETJ Map.
- B. Ten-Year Land Use Assumptions. Chapter 395 states that impact fees may only be used to pay for items included in the Impact Fee Capital Improvements Plan and attributable to new service units projected over a period of time not to exceed ten (10) years. Based on guidance from the City regarding projected development patterns and growth rates and collected data, the Engineer will develop the Ten-Year Land Use Assumptions for the 10-year planning window. The Engineer will complete the demographic table for each roadway service area.
- C. Documentation. The Engineer will incorporate the Land Use Assumptions information prepared by the City into the final Impact Fee Report. No separate documentation will be completed for the land use assumptions.
- D. Meetings. The Engineer will discuss the land use assumptions during one (1) of the reoccurring project team status meetings. It is anticipated to be one (1) of the meetings.
- E. Deliverables.
- No specific deliverable will be prepared for this task; the Land Use Assumptions will be incorporated into the final Impact Fee Study report in Task 6A.

Task 3. Master Plan Review and Impact Fee CIP

- A. Data Collection. The Engineer will coordinate with the City to obtain the following data:
- City contacts – City shall provide the organization structure and contact information for the applicable City staff involved with the completion of the roadway capacity analysis and roadway impact fee CIP.
 - Transportation Master Plan – The Engineer will utilize the transportation plan as is currently adopted. Any analysis related to updating the City's currently adopted Transportation Master Plan will be considered additional services.
 - Traffic Counts – The Engineer will collect up to ten (10) 24-hour bi-directional pneumatic tube counts and up to ten (10) turning movement counts during the PM Peak from 4PM-6PM throughout the City for existing demand information.
 - Historical Project Costing Information – The City shall provide the Engineer with available data on the actual City costs for previously completed roadway improvement projects to assist in the development of planning level project costs for future projects and to include any project costs for previously completed projects with excess capacity available to serve future growth. These will be used to refine the cost of projects identified in the Transportation Master Plan.
- B. Transportation Master Plan Review. The Engineer will review the currently adopted Transportation Master Plan (TMP) to verify if modifications are needed (without analysis) prior to formulating the Roadway Capital Improvement Plan. Modification will be provided with the recommendations from City staff. The Engineer will update the mapping as a result of City recommendations. City staff will perform the necessary tasks to have the revised TMP adopted by City Council (if necessary). As part of this task, the Engineer will conduct a one (1) day field visit to observe and document existing roadway conditions, deficiencies, confirm any completed projects from the TMP, and identify intersection improvement projects that may not be in the TMP for inclusion or removal from the Roadway Capital Improvement Plan.
- C. Ten-Year Growth Projections and Capacity Analysis.
- The Engineer will identify the service units for new development and the average trip length. Using the 11th Edition of the Institute of Transportation Engineer's (ITE) Trip Generation Manual, the Engineer will incorporate trip generation and pass-by trip rates.
 - The Engineer will perform an analysis of existing conditions. This will include a determination of roadway capacities, volumes, vehicle-miles of supply, vehicle-miles of demand, existing excess capacity, and existing deficiencies.
 - The Engineer will project traffic conditions for the ten-year planning period, the target year for the impact fee growth projections. This will include growth and new demand for each service area established in Task 2. The Engineer will determine the capacity available for new growth.
- D. Roadway Impact Fee Capital Improvements Plan
- The Engineer will assist the City to develop a Roadway Impact Fee Capital Improvements Plan which will consist of cost projections for anticipated projects to be included in the study. The Roadway Impact Fee Capital Improvements Plan will consist of existing oversized facilities and proposed facilities designed to serve future development. The Roadway Impact Fee Capital Improvements Plan will include a general description of the project and a project cost projection. Planning level cost projections for future projects will be prepared based on discussion with local roadway construction contractors, City staff, and previous experience with roadway construction costs. The City will provide actual City cost information for previously completed projects with excess capacity and any cost contribution to County, State, Federal, or developer constructed projects.

- Due to the variety of unknowns associated with roadway project costs projections (ROW acquisition, utility relocations, etc.), the planning level project cost projections utilized in the roadway impact fee analysis should not be used for any future capital improvement planning within the City.
- The Engineer will identify the portion of projected improvements required to serve existing demand and the portion of project improvements required to serve new development within the 10-year planning period.

E. Meetings. The Engineer will prepare for and attend the following meetings:

- The Engineer will discuss the Transportation Master Plan and Roadway Impact Fee Capital Improvement Plan during three (3) of the reoccurring project team status meetings. It is anticipated to be three (3) of the meetings.

F. Deliverables

- Roadway Impact Fee CIP Review Packet (which will be included within the Appendix of the final report)

Task 4. Maximum Fee Calculation and Rate Analysis

A. Pre-Credit Maximum Assessable Roadway Impact Fee Calculation. Using the newly developed ten-year growth projections, roadway impact fee capital improvements plan, and capacity available for new growth, the Engineer will determine the cost of roadway improvements by service area, the maximum costs per service unit, and the resulting pre-credit maximum assessable roadway impact fees by service area. The Engineer will incorporate the financial analysis performed in Task 4B to determine the maximum assessable impact fee per service unit.

B. Financial Analysis. A financial analysis for the credit calculation will not be performed unless Task 5 is authorized. Prior to authorization of Task 5, 50% of the pre-credit maximum assessable roadway impact fee calculated in Task 4A will be utilized to determine the maximum assessable roadway impact fee.

C. Meetings. The Engineer will prepare for and attend the following meeting:

- The Engineer will discuss the Maximum Impact Fee Calculation during one of the reoccurring project team status meetings. It is anticipated to be one of the meetings.

D. Deliverables.

- No specific deliverable will be prepared for this task; the Maximum Fee Calculations and Rate Analysis will be incorporated into the final Impact Fee Study report in Task 6A.

Task 5. Financial Credit Calculation Analysis

A. Financial Credit Calculation. Using the impact fee eligible capital improvement costs and projected service units, a financial subconsultant will calculate maximum assessable full-cost recovery impact fees for the designated ten-year period for roadway facilities for up to two (2) service areas. The financial subconsultant will provide forecasted cash flows for the maximum assessable impact fee for the ten-year period based on projected capital improvement program's implementation schedule (if available) and growth in projected service units. The Engineer will work in conjunction with the financial subconsultant to incorporate the Capital Improvements Plan identified in Task 3D.

- B. Meetings. The financial subconsultant will prepare for and attend the following meetings:
- One (1) meetings with City staff to review the proposed Maximum Assessable Roadway Impact Fees with credit calculation.
 - One (1) CIAC or Council meeting for questions related to the credit calculation.
- C. Deliverables
- No specific deliverable will be prepared for this task; the Maximum Fee Calculations and Rate Analysis will be incorporated into the final Impact Fee Study report.

Task 6. Documentation and Adoption Process

- A. Roadway Documentation. The Engineer will provide both a draft and final Roadway Impact Fee Report. The report will consist of:

- Land Use Assumptions;
- Roadway service areas;
- Roadway CIP;
- Narrative of the impact fee methodology;
- Impact fee calculations;
- Land Use Vehicle-Mile Equivalency Table; and
- Supporting Exhibits.

- B. Deliverables

- Electronic (.pdf) copy of the Draft Roadway Impact Fee Report;
- Five (5) 8.5" x 11" hard copies of the Draft Roadway Impact Fee Report; and
- Upon final approval of the Roadway Impact Fee Analysis and new ordinance by the City Council, the Engineer will provide five (5) 8" x 11" originals and one (1) electronic (.pdf) copy of the Final Roadway Impact Fee Report.

- C. Adoption Process

The Engineer will collect information on actual roadway impact fees collected for up to six (6) benchmark cities for up to three (3) different land uses (likely residential, commercial, and industrial land uses). This information will be provided to the City in electronic (.xls) tabular format for use in the development of comparison tables.

The Engineer will review the proposed Roadway Impact Fee Ordinance as prepared by the City Attorney. It is anticipated the City Attorney will require exhibits from the Roadway Impact Fee Report to be included in the ordinance. We recommend the City coordinate with their Attorney to ensure they will be able to prepare the ordinance during Task 4.

It is anticipated that the Engineer will prepare for and attend up to nine (9) meetings in-person with one (1) person from the Engineer with the CIAC, City Council, and stakeholders for the adoption process.

Task 7. Administrative Tools and Implementation Support

- A. Impact Fee Estimator. The Engineer will create a Roadway Impact Fee estimator spreadsheet tool to assist in calculating a development's roadway impact fees based on the impact fee rates adopted in Task 6.
- B. Implementation Support. The Engineer will provide implementation support to assist City staff as a program is rolled out. This implementation support is assumed to be 10 hours.
- C. Deliverables
 - Electronic (.xls) Impact Fee Estimator Tool.

Services to be Provided by the City

Task 1 – Project Initiation, Education and Management

Project Team Status Meetings and Coordination. The City will participate reoccurring meetings with Kimley-Horn. A maximum of six (6) meetings will be held.

Task 2 – Land Use Assumptions

Data Collection. The City will provide the following data:

- TAZ Demographic Data from the Water/Wastewater Impact Fee Study
- City Contacts – The City shall provide the organization structure and contact information for the applicable City staff involved with the land use assumptions.
- Water/Wastewater Impact Fee Study
- Building Permit History – The City shall provide the Engineer with available building permit history (both residential and non-residential) for the previous ten (10) years.
- Currently adopted Land Use Assumptions for Water and Wastewater Impact Fees.
- Maps – The City shall provide the Engineer with available GIS shapefiles, associated databases, and layer files in ESRI ArcGIS10.x format. All data shall be projected in NAD 83 State Plane, North Central Texas Zone coordinates. Data should include:
 - Current Zoning Map;
 - Future Land Use Plan Map;
 - City / County Parcel Data; and
 - City Limits and ETJ Map

Task 3 – Master Plan Review and Impact Fee Capital Improvements Plan (CIP)

Data Collection. The City will provide the following data:

- City contacts – City shall provide the organization structure and contact information for the applicable City staff involved with the completion of the roadway capacity analysis and roadway impact fee CIP.
- Historical Project Costing Information – The City shall provide Engineer with available data on the actual City costs for previously completed arterial roadway improvement projects to assist in the development of planning level project costs for future projects and to include any project costs for previously completed projects with excess capacity available to serve future growth.

Transportation Master Plan Review. Modifications to the TMP will be provided by City staff. City staff will perform the necessary tasks to have the revised TMP adopted by City Council (if necessary).

Task 5 – Financial Credit Calculation Analysis

Data Collection. The City will coordinate with the financial subconsultant to provide information needed for the optional credit calculation.

Task 6 – Roadway Impact Fee Study Document and Adoption Process

Adoption Process

- The City will prepare the proposed Roadway Impact Fee Ordinance.
- The City will organize and submit advertisements to the local paper for the public hearings.
- The City will prep the documents needed for advisory committee meetings and Council.

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 we can provide include, but are not limited to, the following:

- Additional meetings with staff;
- Additional public meetings;
- Revisions to the Transportation Master Plan;
- Traffic Counts; and
- Major re-works required as a result of City comments that are inconsistent with the Engineer's original direction from the City.

Payment Terms

Payment shall be hourly as shown in Article D of this Contract. This amount shall be payable by the City hourly based on monthly billing. The below is provided for the estimated hours in support of the not to exceed amount of \$80,000.

TASK DESCRIPTION	Project Manager	Senior Engr (QC)	Engineer	Analyst	Acct'g Admin	Clerical	Subtotal Hours	Cost of Labor Task	Expenses / Subconsultant	Task Cost
Task 1 Project Initiation, Education and Management										
A. Project Kick-Off Meeting and Impact Fee 101	4						4	\$ 800.00		\$ 800.00
B. Project Team Status Meetings and Coordination	12	2		12			26	\$ 4,620.00	\$ 600.00	\$ 5,220.00
C. Project Status Reports and Invoicing	3			9	9	9	30	\$ 3,390.00		\$ 3,390.00
D. Service Areas	2	2		6			10	\$ 1,780.00		\$ 1,780.00
E. Project Education	4			4			8	\$ 1,360.00	\$ 200.00	\$ 1,560.00
Task Totals	25	4	0	31	9	9	68	\$ 11,950.00	\$ 800.00	\$ 12,750.00
Task 2 Land Use Assumptions										
A. Data Collection	1			4			5	\$ 760.00	\$ 5,000.00	\$ 5,760.00
B. Ten-Year Land Use Assumptions	3	2		24			29	\$ 4,500.00		\$ 4,500.00
Task Totals	4	2	0	28	0	0	34	\$ 5,260.00	\$ 5,000.00	\$ 10,260.00
Task 3: Master Plan Review and Impact Fee Capital Improvements Plan (CIP)										
A. Data Collection	2			4			6	\$ 960.00		\$ 960.00
B. Master Plan Review	8	2	4	12			26	\$ 4,440.00		\$ 4,440.00
C. Ten-Year Growth Projections and Capacity Analysis	4			16			20	\$ 3,040.00		\$ 3,040.00
D. Roadway Impact Fee Capital Improvements Plan	8	2		40			50	\$ 7,740.00		\$ 7,740.00
E. Meetings							0	\$ -		\$ -
F. Deliverables	4			8		8	20	\$ 2,680.00		\$ 2,680.00
Task Totals	26	4	4	80	0	8	122	\$ 18,860.00	\$ -	\$ 18,860.00
Task 4: Maximum Fee Calculations and Rate Analysis										
A. Pre-Credit Maximum Assessable Roadway Impact Fee Calculation	4	2		6			12	\$ 2,180.00		\$ 2,180.00
B. Financial Analysis	2	2		4			8	\$ 1,500.00		\$ 1,500.00
C. Meetings							0	\$ -		\$ -
D. Deliverables							0	\$ -		\$ -
Task Totals	6	4	0	10	0	0	20	\$ 3,680.00	\$ -	\$ 3,680.00
Task 5: Financial Credit Calculation Analysis										
A. Financial Credit Calculation									\$ 12,000.00	\$ 12,000.00
Task Totals									\$ 12,000.00	\$ 12,000.00
Task 6: Roadway Impact Fee Document and Adoption Process										
A. Document	10	2	4	16		4	36	\$ 5,780.00		\$ 5,780.00
B. Deliverables	2			5		6	13	\$ 1,670.00		\$ 1,670.00
C. Adoption Process (9 meetings)	27			9			36	\$ 6,660.00	\$ 500.00	\$ 7,160.00
Task Totals	39	2	4	30	0	10	85	\$ 14,110.00	\$ 500.00	\$ 14,610.00
Task 7: Administrative Tools and Implementation Support										
A. Estimator Worksheet	8			30			38	\$ 5,800.00		\$ 5,800.00
B. Implementation	10						10	\$ 2,000.00		\$ 2,000.00
Task Totals	18	0	0	30	0	0	48	\$ 7,800.00	\$ -	\$ 7,800.00
Grand Total Hours =	118	16	8	209	9	27	377		Grand Total Cost =	\$ 79,960.00



Kimley-Horn and Associates, Inc.

Standard Rate Schedule

(Hourly Rate)

Analyst	\$120 - \$200
Professional	\$180 - \$230
Senior Professional I	\$220 - \$285
Senior Professional II	\$265 - \$300
Senior Technical Support	\$145 - \$210
Support Staff	\$90 - \$130
Technical Support	\$90 - \$135

Effective through June 30, 2022

Subject to periodic adjustment thereafter

EXHIBIT A-3

House Bill 89 Verification

(See Attached)

House Bill 89 Verification Form

I, Aaron Rader (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.

May 31, 2022

DATE

Aaron K Rader, P.E.

SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE 31st day of May, 2022, personally appeared

Aaron Rader, the above-named person, who after by

me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Lynda Ann Chapman

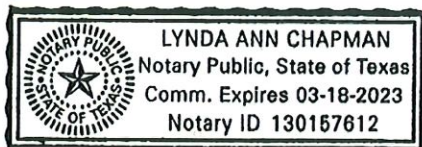


EXHIBIT B-1
REQUIREMENTS FOR GENERAL SERVICES CONTRACT

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

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

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

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

INSURANCE REQUIREMENTS

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

Coverages Required & Limits (Figures Denote Minimums)

X Workers' Compensation Statutory limits, State of TX.

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

X Commercial General Liability:

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

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

<u>Very High/ High Risk</u>	<u>X</u> Medium Risk	<u>Low Risk</u>
Combined Single Limits	Combined Single Limits	Combined Single Limits
\$1,000,000 Bodily	\$500,000 Bodily	\$300,000 Bodily

Garage Liability for BI & PD

\$1,000,000 each accident for Auto, \$1,000,000 each accident Non-Auto

\$2,000,000 General Aggregate

Garage Keepers Coverage (for Auto Body & Repair Shops)

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

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

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

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

Contract value between \$5,000,000 and \$10,000,000: **\$9,000,000 is required**

Contract value between \$10,000,000 and \$15,000,000: **\$15,000,000 is required**

Contract value above \$15,000,000: **\$20,000,000 is required**

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

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.