

**RESOLUTION NO. R-2023-173**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A PROFESSIONAL SERVICES CONTRACT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR THE AGNES STREET WIDENING PROJECT TO A NOT TO EXCEED AMOUNT OF ONE HUNDRED FORTY-FOUR THOUSAND SEVEN HUNDRED DOLLARS (\$144,700); 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 understands that by widening the existing Agnes Street to match the design of the Agnes Street Extension project to the east, will provide a better design and traffic flow and avoid the need to merge traffic from a 4-lane section to a 2-lane section; and

**WHEREAS**, the City of Bastrop selected Kimley-Horn from a list of qualified engineers as part of the Request for Qualification process completed on July 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.

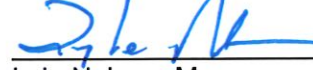
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:**

**Section 1.** That the City Manager is hereby authorized to execute a Professional Services Contract, to a not to exceed amount of One Hundred Forty-Four Thousand Seven Hundred Dollars (\$144,7000)

**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 12<sup>th</sup> day of December 2023.

**APPROVED:**



\_\_\_\_\_  
Lyle Nelson, 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.**, a **North Carolina Corporation** (the “Engineer/Contractor”), and together with the City jointly referred to as the “Parties,” for the following work described on the Scope of Services, Exhibit A-2, attached and incorporated herein to this Contract (the “Work” or “Project”).

**I. General Information and Terms.**

Engineer’s/Contractor’s Name and Address:      Kimley-Horn and Associates, Inc.  
225 E. John W. Carpenter Fwy, Suite 1100  
Irving, Texas 75062  
Attn: Ryan Delmotte, P.E.

General Description of Services:                      Approximately 2,000 linear feet of the two ultimate eastbound lanes of Agnes Street from SH 304 to the east. Cross-slope will be inverted to match the existing ultimate westbound lanes. Sidewalk along the south side of Agnes Street within the project limits. If needed, an enhanced north-south pedestrian crossing (such as signing and a pedestrian hybrid beacon) just east of the Seton Hospital drive. Drive connection and median opening for Bullhead Road. Pavement marking and signing improvements, including adjustments to Home Depot Way markings and signing immediately west of the SH 304 intersection. Paving and signal improvements at the SH304 intersection are not included as part of this Agreement. Right-of-way and/or easement instruments of conveyance on an as-needed basis.

Maximum Contract Amount:                              \$144,700.00

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 insurance, name City Group as additional insureds on a broad form basis with such additional insured coverage including coverage for the sole or concurrent negligence of the additional insured and not being restricted to (i) "ongoing operations," (ii) coverage for vicarious liability, or (iii) circumstances in which the named insured is partially negligent; (b) provide for waiver of all rights of subrogation against City and the other members of City Group; and (c) be primary and noncontributory as to all other policies (including any deductibles or self-insured retentions) and self-insurance that may provide coverage to any member of City Group, and shall be fully applied and exhausted before application of any applicable indemnity obligations of City or of any applicable insurance coverage provided by City



or any other member of City Group.

#### **A. Audit**

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

#### **B. Reports of Incidents**

Within twenty-four (24) hours upon occurrence, Contractor shall provide in writing to the City notice and details of any 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 Services
- EXHIBIT A-3 Payment Schedule
- EXHIBIT A-4 House Bill 89 Verification
- EXHIBIT B-1 Requirements for General Services Contract

#### **V. Signatures.**

**KIMLEY-HORN AND ASSOCIATES, INC.**

**CITY OF BASTROP**

By: 

By:  (Dec 15, 2023 14:33 CST)

Printed Name: DOUGLAS ARNOLD

Printed Name: Sylvia Carrillo, ICMA-CM, CPM

Title: CONTRACT SPECIALIST

Title: City Manager

Date: 11/27/2023

Date: 15/12/2023

**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:  
2023-1097418

Date Filed:  
11/27/2023

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.  
112723  
Agnes Street West Buildout

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Cook, Richard N	Dallas, TX United States	X	
Flanagan, Tammy	Dallas, TX United States	X	
Lefton, Steve	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 27TH day of NOVEMBER, 20 23.  
(month) (year)



\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

**EXHIBIT A-2**

**Scope of Services dated November 1, 2023**

*(See Attached)*



Exhibit A-2

## **Agnes Street Widening Project – SH 304 to 2,000 LF East Scope of Services**

### **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 2,000 linear feet of the two ultimate eastbound lanes of Agnes Street from SH 304 to the east. Cross-slope will be inverted to match the existing ultimate westbound lanes.
  - 1.2. Sidewalk along the south side of Agnes Street within the project limits.
  - 1.3. If needed, an enhanced north-south pedestrian crossing (such as signing and a pedestrian hybrid beacon) just east of the Seton Hospital drive.
  - 1.4. Drive connection and median opening for Bullhead Road.
  - 1.5. Pavement marking and signing improvements, including adjustments to Home Depot Way markings and signing immediately west of the SH 304 intersection. Paving and signal improvements at the SH304 intersection are not included as part of this Agreement.
  - 1.6. Right-of-way and/or easement instruments of conveyance on an as-needed basis.
2. Design will be incorporated as part of the Agnes Street Extension project currently being developed under a separate agreement.

### **SCOPE OF SERVICES**

#### **Task 1. Preliminary Design (60%) Construction Plans**

1. The ENGINEER 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 CITY, and preparing and updating the project schedule.
2. The ENGINEER will develop a preliminary design for Agnes Street. The design will be incorporated into the following plan set elements, as applicable, being prepared under the Agnes Street Extension Agreement:
  - 2.1. Cover Sheet
  - 2.2. Sheet Index
  - 2.3. Drainage Area Map
  - 2.4. Typical Paving Sections
  - 2.5. Summary of Quantities



- 2.6. Summary of Drainage Structures
  - 2.7. Project Layout
  - 2.8. Agnes Street Roadway Plan-Profile
  - 2.9. Drainage Structures
  - 2.10. Ditch Plan-Profile
  - 2.11. Ditch Cross-Sections
  - 2.12. Agnes Street Cross Sections
  - 2.13. Stormwater Pollution Prevention Plan
  - 2.14. Temporary Traffic Control Plans
  - 2.15. Utility Adjustments
  - 2.16. Signing and Pavement Marking Plans
  - 2.17. Lighting Plans
  - 2.18. Landscape Plans
  - 2.19. Illumination Plan
3. Submittal will be prepared per the Agnes Street Extension Agreement.

**Task 2. Pre-Final Design (90%) Construction Plans**

1. The ENGINEER 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 CITY, and preparing and updating the project schedule.
2. The ENGINEER will develop a 90% design for Agnes Street. The design will be incorporated into the following plan set elements, as applicable, being prepared under the Agnes Street Extension Agreement:
  - 2.1. Cover Sheet
  - 2.2. Sheet Index
  - 2.3. Drainage Area Map
  - 2.4. Typical Paving Sections
  - 2.5. Summary of Quantities
  - 2.6. Summary of Drainage Structures
  - 2.7. Project Layout
  - 2.8. Agnes Street Roadway Plan-Profile
  - 2.9. Drainage Structures
  - 2.10. Ditch Plan-Profile
  - 2.11. Ditch Cross-Sections
  - 2.12. Agnes Street Cross Sections
  - 2.13. Stormwater Pollution Prevention Plan
  - 2.14. Temporary Traffic Control Plans
  - 2.15. Utility Adjustments
  - 2.16. Signing and Pavement Marking Plans
  - 2.17. Lighting Plans

- 2.18. Landscape Plans
- 2.19. Illumination Plan
- 3. Submittal will be prepared per the Agnes Street Extension Agreement.

**Task 3. Final Design Construction Plans**

- 1. The ENGINEER will revise plans/documents based on 90% comments from the CITY and develop a Final review submittal per the requirements of the Agnes Street Extension Agreement.

**Task 4. Topographic and Boundary Survey**

- 1. The ENGINEER, through a subconsultant, will perform boundary and topographic survey for the project as follows:
  - 1.1. Survey limits will be per Figure 1 below.

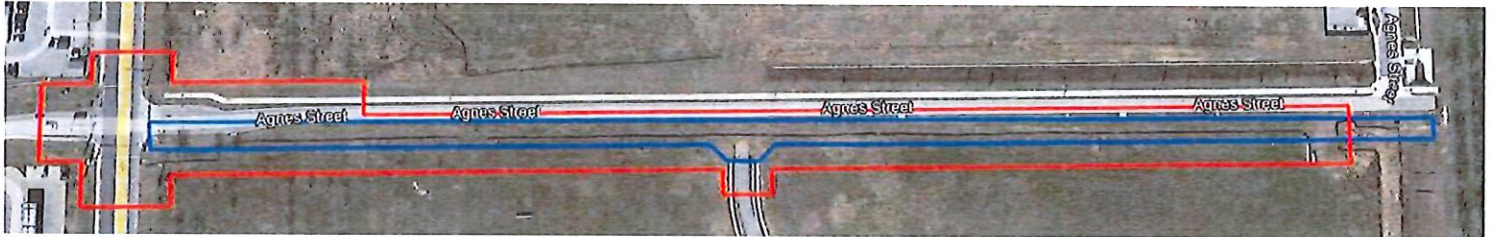


Figure 1. Survey Limits (Blue), Roadway Limits (Red)

- 1.2. Create Working Sketch / AutoCAD Base Map and Create a Texas811 Ticket
  - 1.2.1. Abstract the Texas Department of Transportation Right-of-way map for SH 304 and the subject tract plat for the Agnes Street Right-of-way, and the deeds for the adjoining tracts throughout the project corridor.
  - 1.2.2. Request from CITY any existing working sketches to create a base map drawing.
  - 1.2.3. Will conduct a Texas811 Call and "White line" the project limits.
- 1.3. Field Survey – Set Horizontal / Vertical Project Control and Locate Boundary
  - 1.3.1. Establish two (2) primary control points for the project and three (3) secondary control points. The survey crew(s) will set control point pairs 500-feet apart and ensure the points are intervisible. The control point pairs will be set throughout the project corridor estimated 2,300 linear foot corridor.
  - 1.3.2. The horizontal values will be established via RTK GPS methodology and tied to any existing Kimley- Horn control. The horizontal values will be based on the North American Datum of 1983 (NAD83) Texas Central Zone.
  - 1.3.3. The vertical values will be established via NOAA OPUS on the primary control and a differential level loop will be run through all the secondary control. The vertical values will be based on the North American Vertical Datum of 1988 (NAVD88) Geoid 18.
  - 1.3.4. The rights-of-way monuments of SH 304 and Agnes Street will be recovered and said rights-of-way lines will be delineated.



- 1.3.5. A Texas Registered Professional Land Surveyor will resolve all the boundaries on the working sketch to set the base for preparation of the easement and right-of-way take parcels.
- 1.4. Design Topographic Survey of Approximately 5.91 Acres
  - 1.4.1. The topographic survey will be utilized by the ENGINEER for design of the improvements.
  - 1.4.2. Collect spot elevations at a 50-foot interval (25-foot interval at break lines) approx. 5.91 acres.
  - 1.4.3. Locate all physical improvements, building structures, visible utilities, drainage structures, ponds, (perimeter), breaks, swales, edge of pavement, and fence lines, etc.
  - 1.4.4. Trees that are 6" and larger
  - 1.4.5. Topographic survey to include applicable data to produce 5-foot major with 1-foot minor contour intervals and TIN (triangulated irregular network).

**Task 5. Easement Instruments of Conveyance**

1. This task is to be utilized on an as-needed basis, at the direction of the CITY.
2. ENGINEER, through a subconsultant, will prepare metes and bounds descriptions and sketches for up to three (3) easement instruments (narrative and graphic exhibits of easements required)
3. 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:
  - 3.1. Parcel number
  - 3.2. Area required
  - 3.3. Area remaining
  - 3.4. Legal description
  - 3.5. Current owner
  - 3.6. Any existing platted easement or easements filed by separate instrument including easements provided by utility companies.
  - 3.7. Metes and bounds description of parcel to be acquired. The description shall be provided on a separate sheet from the exhibit. Each type of easement shall be described separately.
4. Exhibits will be submitted in PDF and signed and sealed by a licensed Texas surveyor.
5. .DWG formats will also be provided.

**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 below tasks.

<u>Reimbursable/Hourly (Not-to-Exceed)</u>	<u>Task Fee:</u>
Task 1 – Preliminary Design (60%) Construction Plans	\$62,800
Task 2 – Pre-Final Design (90%) Construction Plans	\$32,100
Task 3 – Final Design Construction Plans	\$22,700
Task 4 – Topographic and Boundary Survey	\$20,100
<u>Task 5 – Easement Instruments of Conveyance</u>	<u>\$7,000</u>
<b>Total Reimbursable/Hourly (Not-to-Exceed)</b>	<b>\$144,700</b>

The ENGINEER will provide the services on a labor fee plus expense basis. For the CITY’s budgeting purposes, we recommend allocating \$144,700 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)

<u>Classification</u>	<u>Rate</u>
Analyst	\$160 - \$245
Professional	\$230 - \$295
Senior Professional I	\$255 - \$350
Senior Professional II	\$335 - \$370
Senior Technical Support	\$155 - \$280
Support Staff	\$110 - \$145
Technical Support	\$125 - \$150

Effective through June 30, 2024

Subject to adjustment thereafter

### General Project Information

Client: City of Bastrop  
 Project: Agnes Street Buildout  
 KHA No.  
 PM:

### Task Budget Summary

No.	Task Name	Hours	Labor	Expenses	Office Exp.	Subtotal
1	60% Design	267	\$ 60,000		\$ 2,800	\$ 62,800
2	90% Design	127	\$ 30,600		\$ 1,500	\$ 32,100
3	Final Design	88	\$ 21,700		\$ 1,000	\$ 22,700
4	Survey	11	\$ 2,500	\$ 17,400	\$ 200	\$ 20,100
5	ROW and Easements			\$ 7,000		\$ 7,000
<b>TOTALS:</b>		<b>493</b>	<b>\$ 114,800</b>	<b>\$ 24,400</b>	<b>\$ 5,500</b>	<b>\$ 144,700</b>











**General Project Information**

Client: City of Bastrop  
 Project: Agnes Street Buildout  
 KHA No:  
 PM:

**Task Effort Summary**

Labor: \$ 21,700  
 Expenses: \$ -  
 Allocation: \$ 1,000  
**TOTAL: \$ 22,700**

**Task Information**

Number: 3  
 Name: Final Design  
 Task Mgr:

**Task Description and Budgeting**

Task Descriptions:	GLC:	Senior Professional I											Subtotal	Expenses (\$)				
		P7	P6	P4	P3	P2	P3	CO6	B5	N5	Professional	Analyst			Senior Tech Support	Professional	Support Staff	
Internal Project Status Meetings		2	2				2										6	
Address Final Comments							18										18	
Internal QC		6	6														12	
Prepare Final OPCC							8										8	
Prepare Final Plans							20										20	
City Meetings (Virtual)		4	4														8	
Admin/Accounting Support Subconsultant Coordination									2	2							4	
Project Manual Updates		2	2	4			4										12	
Subtotals:		14	14	4			52		2	2							88	\$ -

Task Subtotals (\$000's)	Effort:	5.6	4.8	0.9			9.7		0.4	0.3							Lbr	Expenses (\$)
																	21.7	\$ -









**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.

11/27/2023

DATE

[Signature]

SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE 27 day of November, 2023, 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



[Signature]

**EXHIBIT B-1**  
**REQUIREMENTS FOR GENERAL SERVICES CONTRACT**

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

**INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT**

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

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

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



## INSURANCE REQUIREMENTS

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

### Coverages Required & Limits (Figures Denote Minimums)

Workers' Compensation      Statutory limits, State of TX.

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

Commercial General Liability:

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

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

	<input type="checkbox"/> Very High/ High Risk	<input checked="" type="checkbox"/> Medium Risk	<input type="checkbox"/> Low Risk
Combined Single Limits		Combined Single Limits	Combined Single Limits
	\$1,000,000 Bodily	\$500,000 Bodily	\$300,000 Bodily

Garage Liability for BI & PD

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

\$2,000,000 General Aggregate

Garage Keepers Coverage (for Auto Body & Repair Shops)

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

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

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

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

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

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

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

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

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

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

Builder's Risk (if project entails vertical construction, including but not limited to bridges and tunnels or as determined by the City of Sugar Land) 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 Sugar Land)

\$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.



## DESCRIPTIONS (Continued from Page 1)

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. 04/01/2023 forms a part of

Policy No. CA4489663 (AOS) 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 FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATIONS LIABILITY ARISING OUT OF THE 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





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 04/01/2023 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

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 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



# City of Bastrop Agnes Street Survey Capital Improvements Proposal

**Date:** October 27, 2023

**Attn:** Ryan Delmotte, P.E.

**Prepared By:**

Adrian E. Reyes, RPLS

Regional VP of Survey Operations

c: 210-777-0041

d: 726-777-4235

e: [adrian@datapointsurveying.com](mailto:adrian@datapointsurveying.com)

## Executive Summary

---

We're pleased to present the proposal herein in response to Kimley-Horn's RFP for the City of Bastrop Agnes Street Capital Improvement Project of right-of-way extension, waterline, and sanitary sewer improvements.

As a leading professional services provider for the energy and pipeline infrastructure markets, Datapoint is proud to offer its clients comprehensive professional and technical service solutions and deliver safe, reliable, and precise results. Datapoint is well-positioned to support the Kimley-Horn design team with efficient execution of the City of Bastrop Capital Improvement Project scope and beyond, and we hope to instill your utmost confidence and trust as a valued partner through our persistent actions in leadership and our highly capable team of employees.

Datapoint has implemented technologies, industry experience, expertise, and determination our partners have relied upon for years while bringing peace of mind every step of the way. Our goal is to provide absolute transparency with our projects, operate with integrity, and create the best possible experience for our partners, whether it be project-specific or supporting our partner's growth and developing market opportunities in lock step as a trusted resource and partner.

Datapoint has seen strong growth and development since our doors opened in April of 2020. We attribute our success to a strong work ethic, excellent team, considerable skills and experience in the industry, and our fantastic clients who we enjoy working with. Our current outline consists of 90 employees, 22 field crews (all W-2 employees), our corporate office, 4 branch office locations, and 8 state-held professional licenses.

We consider our current team a group of hand-picked and highly valued core individuals who came to be with Datapoint through prior relationships and personal knowledge of their skill levels and expertise and we take a significant amount of pride in our industry-leading strengths across all roles.

I sincerely appreciate your consideration of the attached proposal and I'm looking forward to working with you and the Kimley-Horn team!

Best Regards,



Adrian E. Reyes, RPLS  
Regional VP of Survey Operations



# Project Site

## EXHIBIT A



## Execution Strategy

Datapoint intends to use the following survey plan and procedures for the City of Bastrop Agnes Street Capital Improvement Project.

### PROJECT SAFETY:

Datapoint will take the necessary safety precautions to protect persons, property and/or assets from injury, damage, and/or loss during the performance of assigned tasks. Datapoint will comply with the Safety Plan and construction contractor Site Specific Safety Plan (SSSP) as implemented by Kimley-Horn as well as local, municipal, state/provincial and/or federal laws, orders, and regulations pertaining to health and safety.

Project dedicated on-site safety personnel are assumed to be provided by others. If necessary, Datapoint can supply on-site safety personnel on a Time and Materials basis per Datapoint's current rate sheet at the request of client.

Datapoint will ensure crews receive the following training, if not already current, prior to mobilization: PEC H2S Clear, PEC Safeland Basic, OSHA 30, First Aid Fundamentals and Basics, Hazards Identification, LNG Basic and any other certifications the City of Bastrop or Kimley-Horn may require.

## **SCOPE OF SERVICES:**

Based upon our understanding of project requirements and discussions we have developed the following scope of services in 3-4 phases:

### **TASK 01 (Create Working Sketch/AutoCAD Base map and Create a Texas811 Ticket)**

- Datapoint will abstract the Texas Department of Transportation Right-of-way map for SH 304 and the subject tract plat for the Agnes Street Right-of-way, and the deeds for the adjoining tracts throughout the project corridor.
- Datapoint will request from client any existing working sketches to ensure a comprehensive base map drawing.
- Datapoint will conduct a Texas811 Call and "White line" the project limits.

### **TASK 02 (Field Survey – Set Horizontal/Vertical Project Control and Locate Boundary)**

- Datapoint will establish two (2) primary control points for the project and three (3) secondary control points. The survey crew(s) will set control point pairs 500-feet apart and ensure the points are intervisible. The control point pairs will be set throughout the project corridor estimated 2,300 linear foot corridor.
- The horizontal values will be established via RTK GPS methodology and tied to any existing Kimley-Horn control. The horizontal values will be based on the North American Datum of 1983 (NAD83) Texas Central Zone.
- The vertical values will be established via NOAA OPUS on the primary control and a differential level loop will be run through all the secondary control. The vertical values will be based on the North American Vertical Datum of 1988 (NAVD88) Geoid 18.
- The rights-of-way monuments of SH 304 and Agnes Street will be recovered and said rights-of-way lines will be delineated.
- A Texas Registered Professional Land Surveyor will resolve all the boundaries on the working sketch to set the base for preparation of the easement and right-of-way take parcels.

### **TASK 03 (Design Topographic Survey of approx. 5.91-acres)**

- The topographic survey will be used by the client and/or City of Bastrop for design.
- Collect spot elevations at a 50-foot interval (25-foot interval at break lines) approx. 5.91 acres.
- Locate all physical improvements, building structures, visible utilities, drainage structures, ponds, (perimeter), breaks, swales, edge of pavement, and fence lines, etc.
- All Trees that are 6" and larger
- Topographic survey to include applicable data to produce 5-foot major with 1-foot minor contour intervals and TIN (triangulated irregular network).

**TASK 04 (OPTIONAL Create Water and/or Sanitary Sewer Easement(s)) *\*\*Per Easement\*\****

- Datapoint will create an easement on a “per tract” basis. The easement width will be determined by the client and/or City of Bastrop.
- The client and/or City of Bastrop will supply Datapoint with easement standards and/or an example of an acceptable easement.

**Project Survey Kick-Off Meeting**

All field survey personnel will attend the project kick-off meeting to discuss the final plans for field activities and the form of communication among survey personnel to meet those tasks.

**PROPOSED PROJECT SCHEDULE**

**TASK 01 (Create Working Sketch/AutoCAD Base map and Create a Texas811 Ticket): 1 week**

**TASK 02 *\*\**(Field Survey – Set Horizontal/Vertical Project Control and Locate Boundary): 1 week**

**TASK 03<sup>\*\*</sup> (Design Topographic Survey of approx. 5.91-acres): 2 weeks in the field and 2 weeks after fieldwork is completed.**

**TASK 04 (Create Water and/or Sanitary Sewer Easement(s)): 2 weeks after fieldwork is completed.**

*\*\*weather dependent*

**PROJECT UNDERSTANDINGS:**

- The survey crew(s) need to remain on site until the survey is complete.
- Datapoint will exercise every effort to locate and identify all above and below ground utilities in-service and abandoned on and across the project route.

**ASSUMPTIONS:**

In preparing the proposal, we have assumed the following:

- Kimley-Horn and/or City of Bastrop will provide Datapoint with the latest title commitment and all the pertinent deeds, easements, for the subject tract and adjoining properties. (if available)
- The weather will be cooperative. The proposal has been prepared using 2 inclement weather days throughout the duration of the project. Weather patterns in Central Texas area are difficult to predict this time of year. In the event of a prolonged rain event, the Datapoint Project Manager will contact the Kimley-Horn Project Manager to discuss options.
- Utility companies being responsive to the Texas811 call system. The utility has 48 hours to locate their lines. Some locators respond to only the second-third call out.
- RTK GPS methodology will be used to locate the horizontal position of the utilities.
- Datapoint will not probe pipelines.
- Nonsubscribers to the Texas811 service being cooperative and marking their lines on and across the proposed project corridor.
- Right-of-entry being granted throughout the field portion of each phase of the project.
- Datapoint will have continuous/unimpeded access to the area at commencement of work. Time waiting for access to area of facility, or “back-tracking” to complete un-accessible locations will be considered additional services.
- A Datapoint Survey Crew will remain on site if weather permits and utility locators and locating their lines.
- The Datapoint Survey crew will work 10-hour days 5 days a week (Monday-Friday) until project

completion.

- Field staffing will always be optimized. If we see that we can meet schedule and delivery requirements with a smaller staff, we will adjust accordingly. If an increase in staff is required that will only be initiated with the approval of the Kimley-Horn Project Manager.
- Datapoint will collect all data using the TXDOT code list.
- Datapoint will not perform any work outside of the scope of services defined hereon without signed authorization.
- The budget estimate is to provide all services on a time and materials basis.
- In the event hydro-vac are needed, it will be done on a time and materials basis due to uncertainties in equipment availability and the amount of time the equipment and operator will be needed to complete tasks.
- This proposal is subject to the terms and conditions detailed in the sub consultant agreement to be executed with Kimley-Horn.
- Datapoint will require no more than one (1) week from notice of award to the start of execution of field activities.

**DELIVERABLES:**

- AutoCAD georeferenced base map with resolved rights-of-way and boundaries
- Design Topographic Survey of approximately 5.91-acres for engineering design
- A certified Sanitary Sewer/Water Easement metes & bounds and exhibit (If added to scope by client)
- .csv file
- Survey field book notes and pictures

**INFORMATION TO BE PROVIDED BY CLIENT:**

In preparing the proposal, it is understood the following be provided by Kimley-Horn:

- Kimley-Horn can request and provide deeds and plats (if available)
- Right of Entry to all tracts throughout the survey corridor

**FEE SCHEDULE:**

Datapoint will provide the above-described services on a **time and materials fee basis** based on a sub consultant agreement with Kimley-Horn. We will not exceed our estimate without prior approval from the client. We estimate that the cost of the work for the options outlined above will be as follows:

Task No.	Surveying Scope Items	Fee Basis	Fee
01	Create Working Sketch/AutoCAD Base Map and Create Texas811 Ticket	T&M	\$1,916
02	Field Survey Set Horizontal/Vertical Control and Locate Boundary	T&M	\$4,257
03	Design Topographic Survey (approx. 5.91 acres)	T&M	\$10,343
04	Create Water and/or Sanitary Sewer Easement (per easement)**	T&M	\$2,200
		<b>Sub Total:</b>	<b>\$18,715</b>
		<b>Estimated Taxes:</b>	<b>\$0</b>
		<b>Total:</b>	<b>\$18,715</b>

**ADDITIONAL SERVICES:**

We have the capability to provide services outside of the agreed upon Scope of Services. These services would be considered Additional Services and would be provided on a Time and Material basis and billed in accordance with the attached Professional Services Fee Schedule. Additional Services will only be provided at the written request of the Client.

If awarded this project, we understand the work will be completed under a sub consultant agreement between Kimley-Horn and Datapoint Surveying and Mapping II, LLC. After you have reviewed the proposal, please contact me if you have any questions.

We feel that our focus on safety and capacity of available labor and resources would allow us to complete the project within a reasonable schedule with a critical path approach and remain in line with the fee estimates included herein. We look forward to the opportunity to discuss further how we may assist Kimley-Horn to complete this project on time and within your budgets and working with your team on this project.