

**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 “Transportation Master Plan”).

**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:                      Update 2017 Transportation Master Plan and  
2019 Thoroughfare Plan map based on  
changes in the City and changes in the Code  
since prior adoptions

Maximum Contract Amount:                              \$175,000

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: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A-1**

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

*(See Attached)*



**EXHIBIT A-2**

Scope of Services **dated March 13, 2023**

*(See Attached)*

# **Exhibit A-2 Scope of Work Transportation Master Plan**

## **SCOPE OF WORK OVERVIEW**

Kimley-Horn and Associates, Inc. (“Consultant”) understands the City of Bastrop (“City” or “Client”) is proposing to update the City’s Transportation Master Plan (TMP) last adopted in 2017 and the Thoroughfare Plan component of the TMP last updated in 2019. This project consists of providing professional services for updates to the city’s Transportation Master Plan document to reflect changes in the City since the 2017 update, including the new B3 Code and changes based on development that has occurred or been entitled. Updates to the location and type of roadway facilities, road alignments, cross sections, and specific projects needed to address current and projected long-term growth in the City of Bastrop and its extraterritorial jurisdiction. In addition, this project consists of a reassessment of and reprioritization of projects for roadways, identification and prioritization of intersection improvements, and identification of high priority sidewalk, shared use path, and trail facilities. It is understood that the TMP Update will run concurrently with a Comprehensive Plan Update so that this project can leverage public engagement opportunities occurring with the Comprehensive Plan Update.

Based on this understanding, Consultant will provide the services specifically set forth below, divided into 7 tasks:

- Task 1: Project Management and Administration
- Task 2: Public Engagement
- Task 3: Needs Assessment
- Task 4: Intersection Analysis
- Task 5: Thoroughfare Plan and Cross Sections
- Task 6: Project Prioritization
- Task 7: Documentation

### **Task 1. Project Management and Administration**

The Consultant anticipates attendance at up to six (6) in-person meetings with the City, and an additional up to six (6) virtual meetings, as needed, over the duration of the project. Meetings between staff and the consultant will be at minimum monthly for the TMP Update.

The Consultant will present the draft report to one (1) stakeholder group and to the Planning and Zoning Commission prior to two (2) meetings with City Council for adoption of the TMP Update. Each of the meetings with the stakeholder group, Planning and Zoning, and City Council will include up to two (2) team members from the Consultant.

The Consultant will prepare progress reports monthly to be submitted with invoices for the duration of the project, anticipated to be ten (10) months.

All meetings related to an advisory committee, pop-up meetings, and public meetings are included in Task 2.

### **Task 2. Public Engagement**

The Consultant will develop a plan for community and stakeholder outreach and a strategy for communication. The Public Involvement Plan (PIP) will incorporate outreach and engagement methods that foster meaningful participation and provide needed input for the successful development and implementation of the Transportation Master Plan. The PIP will also identify a list of key stakeholders. The

engagement strategy will leverage existing communication channels and identify any supplemental strategies needed to educate and engage the community on the project. The Consultant will work closely with participating staff to ensure communication and outreach strategies are integrated and coordinated with concurrent related efforts and build on Comprehensive Plan outreach and feedback received from the Comprehensive Plan Advisory Committee (CPAC). It is anticipated that the Consultant will participate in up to two (2) of the CPAC meetings to gather feedback on TMP goals and objectives and recommended projects.

The PIP will be presented to the City for review and comment and one (1) round of comments addressed. The City will be responsible for providing a venue for any public meetings or space at existing public events in the form of booths or other spaces for engagement.

### Task 2.1 Online Engagement

An online hub for engagement will be maintained and operated by the Consultant during the duration of the project. The Consultant will utilize Social Pinpoint for the online hub. The online hub will host a variety of activities, including an interactive map for comments, an online survey, document library of draft or interim deliverables, and videos if recorded by the City with support from the Consultant. It is anticipated that the Social Pinpoint online hub will be updated in alignment with the public meetings identified in Task 2.2. Several of the activities (such as interactive maps, surveys, and other engagement efforts) that will appear on the online hub will also be offered at public meetings in Task 2.2 or at CPAC meetings and feedback combined and reported back in engagement summaries at regularly recurring meetings between the City and Consultant identified in Task 1.

*Social Media.* The City will manage the social media for the TMP and the Consultant will provide material/posts for up to eight (8) social media posts for the duration of the project.

### Task 2.2 Public Meetings

The Consultant will utilize digital and in-person touchpoints to engage the community, which will include two public events. The Consultant will prepare the materials for each event. The City will secure the venue for each event. If food or entertainment is desired, the City will secure those items for each event. The following touchpoints are anticipated with the community and key stakeholders during the plan development to complement online engagement activities:

Meeting #1: Identify Needs: A planned community event to gather input on the location specific needs and goals of the community for mobility.

Meeting #2: Draft Plan & Projects: A planned community event to present the draft Transportation Master Plan, gather public input, and outline the next steps in the process.

The Consultant will have at least three (3) representatives in attendance at the two (2) in-person events identified above. The events are anticipated to be pop-up events coincident with another existing community event to maximize participation and activities information supplemented with and coordinated with online engagement in Task 2.1.

### Task 2.3 Goals and Objectives

The Consultant will utilize the online engagement and meetings with the CPAC to update transportation goals and objectives from the 2017 TMP. The transportation goals and plan objectives will serve as a basis for the development of the Transportation Master Plan. The online survey will be strategically developed to solicit community input specifically related to goals and priorities. Weights for each priority will be determined through activities with the CPAC and later compared to the community priorities

gathered at the public meetings to calibrate those set by the CPAC. These goals and objectives will inform project prioritization in Task 5.

### **Task 3. Needs Assessment**

#### Task 3.1 Data Collection

The Consultant will coordinate with the City or outside agencies to obtain available GIS data for base mapping and maps within the existing TMP. The GIS files will be in ESRI ArcGIS10.x format and projected in NAD 83 State Plane, Central Texas Zone coordinates. In addition, the Consultant will coordinate with the City on any available traffic count information from the past three (3) calendar years and substitute with information from TxDOT's statewide planning map, where available.

The Consultant will collect up to 20 turning movement count locations in the AM & PM peak period in support of analysis in Task 4.

#### Task 3.2 Existing Conditions Review

The Consultant will coordinate with the City to create an inventory of existing roadways (arterials and collectors only) based on the latest adopted Thoroughfare Plan. Work completed as part of the Roadway Impact Fee study will be used as a baseline for evaluations and information added to this base from the ETJ. The inventory will be completed using aerial photography. This existing inventory database is anticipated to show the number of lanes, condition (ultimate or not) and if it matches the ultimate condition (number of lanes and median presence). The Consultant anticipates spending one day (two employees) in the City verifying the existing network. As part of this field work an existing needs assessment will be developed. The needs assessment will identify potential new connections, capacity expansions, intersection improvements, maintenance issues, and opportunities for trails or bike facilities.

The Consultant will develop a database of crash information for the past 3 years for the entire City's street network including both frequency and severity information based on the TxDOT Crash Reporting Information System (CRIS) and supplemented with local police department data as necessary for fatalities and crashes involving pedestrians and bikes. This information will be used in development of recommendations at both intersections in Task 4 and in prioritization of projects in Task 6.

#### Task 3.3 Policy Review

The Consultant will review transportation policies and codes that apply to the development of transportation systems. The current Traffic Impact Analysis (TIA) policy and transportation requirements of development from the B3 Code will be reviewed as part of this assessment. The Consultant will compile a list and reference each policy or ordinance that is applicable to the project. Inconsistencies and gaps in the list will be identified. Based on the results of the evaluation, the Consultant will meet with City staff to compare evaluations and recommendations. These policies will be identified in the Transportation Master Plan update, but not resolved or developed except for an updated TIA policy requirements to be consistent with the Transportation Impact Fee study.

#### Task 3.4 Review of Documents and Plans

The Consultant will review and become familiar with the documents and plans that serve as a reference throughout the project. It is anticipated that this information will be synthesized into a summary of past plans and incorporated into the final report.

This task includes an early deliverable as a standalone document titled the "State of Bastrop's Transportation" to be included in the online document hub and shared with stakeholders.

## **Task 4. Intersection Analysis**

The Consultant will develop a *Synchro*<sup>TM</sup> traffic model that includes up to twenty (20) traffic signals and/or unsignalized intersections to model existing conditions and analyze the performance of intersections to identify short-term improvements that can be implemented in the near-term. The Consultant will work with the City to establish intersection-specific and corridor-specific measures of effectiveness that will be utilized to evaluate the performance of individual intersections and corridors. Using this model, the Consultant will prepare a Project Traffic Analysis Report to document existing conditions, intersection and corridor performance, and recommendations. Existing conditions will be based on field review and turning movements collected in Task 3.1 and Task 3.2.

## **Task 5. Thoroughfare Plan and Cross Sections**

### Task 5.1 Thoroughfare Plan

The Consultant will review the City's existing thoroughfare plan and identify any conflicts between the existing plan and needs assessment from Task 3 to make informed decisions when updating the existing plan. The Consultant will review the context and function of existing roadways to verify the classifications are appropriate for the existing and projected travel volumes, where the roadways connect, and adjacent land uses.

The Consultant will perform a road sizing analysis on up to ten (10) road segments to be determined with the City to evaluate existing and projected future daily traffic demand based on an annual average growth rate and known large developments to be built within a 10-year planning window. The Consultant will utilize this information to evaluate where roadway widening may be appropriate or where a new roadway alignment may be needed to improve connectivity and mobility within the area as inputs to thoroughfare plan updates.

Functional classification will be altered, and alignments changed, or new alignments created based on the results of Task 3 and public engagement on needs.

### Task 5.2 Pedestrian and Bicycle Network

The Consultant will evaluate the City's existing pedestrian and bicycle network to identify existing barriers, areas where these users are at high risk, areas where there is a high demand for these users, and areas where the network is incomplete. High demand areas will be determined based on staff, committee, and stakeholder feedback and the Needs Assessment performed in Task 2. A set of top ten (10) priority projects will be developed inclusive of sidewalks, roadway cross section alterations for bike facilities, off street trails, or on-street shared-use paths. Projects will include a planning level cost for inclusion in the Short-term Capital Plan in Task 5.3.

### Task 5.3 Cross Sections

The Consultant will evaluate existing cross sections within the right-of-way and analyze the various elements of a street to ensure adequate space is allotted for pedestrian, bicycle, and motor vehicle users. The cross-section modernization process will be an iterative process that focuses on balancing functional classification and context. Resulting cross sections and changes to right-of-way required at intersections that are recommended for adoption will be prepared as a draft Code amendment by the Consultant to be presented simultaneously with the TMP for adoption to eliminate any conflicts between the Code and TMP. The Consultant will develop standards for additional right-of-way near intersections to preserve space for turn lanes and roundabouts, when anticipated.

## **Task 6. Project Prioritization**

### Task 6.1 CIP Project List Development

The Consultant will review current TMP project lists to determine if any projects are completed, under development, or no longer feasible and update the status of projects. The Consultant will consolidate the existing project lists for roadways, intersections, pedestrians, bikes, transit, and system management into one Transportation Capital Improvement Plan (CIP), removing overlaps between projects, and updating planning level cost estimates based on revisions to cross sections, project scopes, and updated construction cost information publicly available.

### Task 6.2 CIP Project Prioritization

Using goals and objectives identified in Task 2.3, the Consultant will work with City staff to develop priorities for transportation project evaluation and prioritization for roadway projects. The Consultant will develop a prioritization tool to rank projects based on up to six (6) mobility priorities and weighting each priority with measures of effectiveness. The results of the exercises in this subtask will be used to develop a prioritization tool for ranking projects in a Microsoft Excel spreadsheet. Standalone sidewalk, bike, trail, intersection and other projects will be shown and dollars allocated on an annual basis in the CIP, but not prioritized as part of this effort. The resulting prioritized project list will include a subset of projects anticipated to be completed in a 10-year planning window in support of Task 3.

## **Task 7. Documentation**

The Consultant will incorporate the findings, recommendations, and public involvement into a report to replace the current TMP and submit a draft final document for review by the Client. A copy of the report will be provided in electronic format, including all maps and data tables, in the format specified.

The Consultant will address one (1) set of review comments and prepare a final document and submit in electronic format for support in an adoption process.

## **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;
- Additional sets of revisions to the plan document;
- Additional Traffic Counts; and
- Major re-works required as a result of City comments that are inconsistent with the Consultant'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 \$175,000.

Task # Subtask Number	Task Name Subtask Name/Description	Assumptions	Direct Labor (Person-Hours)				Project Controller (Support)	Labor Total (hours)	Direct Expense (\$)
			Senior Prof II	Senior Prof I	Prof	Analyst			
1	<b>PROJECT MANAGEMENT AND</b>								
	In-Person Monthly Project Meetings	6 meetings up to 2 staff		9	9	18		36	
	Virtual Monthly Project Meetings	6 meetings up to 2 staff		6	6	6		18	
	Adoption Meetings	1 stakeholder, 1 P&Z, 2 Council		6	6	6		18	
	Monthly Invoicing and Progress Reports	10 months		10			10	20	
	<b>Task Total (Hours)</b>		0	31	21	30	10	92	
	<b>Task Total (Dollars)</b>		\$0	\$8,060	\$4,200	\$4,500	\$1,150	\$17,910.00	
2	<b>PUBLIC ENGAGEMENT</b>								
	Draft Public Involvement Plan			1	2	4		7	
	CPAC Meeting Attendance & Activities	2 CPAC Meetings		6	6	12		24	
	Final PIP			2	2	2		6	
2.1	Project Website Development and Maintenance	10 months, 1 interactive map		6	18	60		84	
	Mobility Survey			2	4	8		14	
	Social Media Posts	8 posts			4	8		12	
2.2	Public Meetings	Occuring as pop-up at other events		8	16	40		64	
	Goals and Objectives			1	2	8		11	
	<b>Task Total (Hours)</b>		0	26	54	142	0	158	
	<b>Task Total (Dollars)</b>		\$0	\$6,760	\$10,800	\$21,300	\$0	\$38,860.00	
3	<b>NEEDS ASSESSMENT</b>								
3.1	Data Collection	20 TMC's for AM & PM		2	4	12		18	
3.2	Existing Inventory			2	8	32		42	
3.2	Field Visit	1 day for 2 people		8	8			16	
3.2	Crash History Development	3 years data		1	2	12		15	
3.3	Policy Review	Code & TMP Review		4	8	8		20	
3.4	Review of Documents and Plans	State of the City deliverable		4	8	20		32	
	<b>Task Total (Hours)</b>		0	21	38	84	0	143	
	<b>Task Total (Dollars)</b>		\$0	\$5,460	\$7,600	\$12,600	\$0	\$25,660.00	
4	<b>INTERSECTION ANALYSIS</b>								
	Synchro Base Models	AM&PM Peak			20	40		60	
	Mitigation Models & Recommendations	AM&PM Peak		8	8	40		56	
	Project Traffic Analysis Report	1 round of comments		2	8	20		30	
								0	
								0	
								0	
								0	
	<b>Task Total (Hours)</b>		0	10	36	100	0	146	
	<b>Task Total (Dollars)</b>		\$0	\$2,600	\$7,200	\$15,000	\$0	\$24,800.00	
5	<b>THOROUGHFARE PLAN AND CROSS SECTIONS</b>								
5.1	Review and Revisions Recommendations		2	8	8	40		58	
5.1	Road Sizing Analysis			2	4	20		26	
5.1	Map Updates			4	8	24		36	
5.2	Pedestrian and Bicycle Network			2	10	20		32	
5.3	Cross Sections			4	8	20		32	
								0	
								0	
	<b>Task Total (Hours)</b>		2	20	38	124	0	184	
	<b>Task Total (Dollars)</b>		\$640	\$5,200	\$7,600	\$18,600	\$0	\$32,040.00	
6	<b>PROJECT PRIORITIZATION</b>								
6.1	Project List Development			4	8	12		24	
6.2	CIP Project Prioritization		1	8	16	32		57	
								0	
								0	
								0	
								0	
	<b>Task Total (Hours)</b>		1	12	24	44	0	81	
	<b>Task Total (Dollars)</b>		\$320	\$3,120	\$4,800	\$6,600	\$0	\$14,840.00	
7	<b>DOCUMENTATION</b>								
	Draft Document		4	4	10	40		58	
	Revisions to Final Document			4	10	20		34	
								0	
								0	
								0	
								0	
	<b>Task Total (Hours)</b>		4	8	20	60	0	92	
	<b>Task Total (Dollars)</b>		\$1,280	\$2,080	\$4,000	\$9,000	\$0	\$16,360.00	
	<b>Reimbursable Expenses</b>								
	Mileage & Meals	0.625/MILE & Meals						\$1,025.00	
	Project Website Fee	Website Hosting Cost						\$1,350.00	
	Production Materials for Public Meetings							\$2,000.00	
	<b>Task Total (Dollars)</b>							\$4,375.00	
	<b>KIMLEY-HORN TOTAL (Hours)</b>		7	128	231	584	10	896	
	<b>KIMLEY-HORN TOTAL (Dollars)</b>		\$2,240	\$33,280	\$46,200	\$87,600	\$1,150	\$170,470.00	
	<b>REIUMBURSABLE EXPENSES (KH)</b>							\$4,375.00	
	<b>GRAND TOTAL</b>							\$174,845.00	



**EXHIBIT A-3**

House Bill 89 Verification

*(See Attached)*

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

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

**INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT**

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

- A. The City of Bastrop shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement**
- B. A waiver of subrogation in favor of The City of Bastrop shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
- C. All insurance policies shall be endorsed to the effect that The City of Bastrop will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.
- D. All insurance policies, which name The City of Bastrop as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- E. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
- F. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Bastrop of any material change in the insurance coverage.
- G. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
- H. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- I. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Bastrop.
- J. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
- K. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2016/03) Coverage must be written on an occurrence form.
- L. Contractual Liability 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)**

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

Garage Liability for BI & PD

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

\$2,000,000 General Aggregate

Garage Keepers Coverage (for Auto Body & Repair Shops)

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

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

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

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

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

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

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

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

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.