

**NOTICE OF MEETING OF BOARD OF DIRECTORS OF
BASTROP ECONOMIC DEVELOPMENT CORPORATION (BEDC)
Monday, November 21, 2022 – 5:00 P.M.
Bastrop City Hall, 1311 Chestnut Street, Bastrop, Texas**

1. CALL TO ORDER

The BEDC Board reserves the right to convene into Executive Session at any time during the meeting regarding any agenda item in compliance with the Texas Open Meetings Act, Chapter 551 Government Code.

2. PUBLIC COMMENT(S)

3. REGULAR BUSINESS & PRESENTATIONS

- 3.1. Approval of meeting minutes from the BEDC Board Meeting of October 17, 2022. **(page 3)**
- 3.2. Receive financial report provided by City of Bastrop’s Chief Financial Officer for the period ending October 2022 and treasurer’s comments. **(page 6)**
- 3.3. Presentation and possible action on a donation of funds to the BEDC from Roscoe State Bank from their merger with Cornerstone Home Lending. **(page 14)**
- 3.4. Presentation and update about workforce education and training from BEDC partners: Bastrop Independent School District, Community Action and Austin Community College. **(page 16)**
- 3.5. Discussion and possible action on the funding of the 20% match on the grant for the Downtown Trail Project. **(page 17)**
- 3.6. Consideration, discussion and possible action to approve Resolution R-2022-0010 authorizing the negotiation and execution of a new lease for the BEDC office located at 301 Hwy 71 W, Suite 214. **(page 56)**
- 3.7. Update, discussion and possible action regarding Bastrop Business and Industrial Park infrastructure projects: replatting the undeveloped portions of the Business Park and providing the City of Bastrop with a preliminary plat; submitting a warrant to change the cross section identified in the zoning scheme of Jackson Street to 38 feet of pavement and the unnamed street to 36 feet of pavement; and removing the requirements for sidewalks. **(page 59)**

4. EXECUTIVE SESSION

- 4.1. The BEDC Board of Directors will meet in a closed/executive session pursuant to the Texas Government Code, Chapter 551, to discuss the following:
 - (1) **Section 551.087** Deliberation Regarding Economic Development Negotiations – Project Triple Arrow
 - (2) **Section 551.072** Deliberation regarding purchase, exchange, lease, or value of real property.

- 4.2. The BEDC Board of Directors will reconvene into open session to discuss, consider, and take any action necessary related to the executive sessions noted herein.

5. ADJOURNMENT

CERTIFICATE

I, Angela Ryan, Operations Manager of the Bastrop Economic Development Corporation (BEDC), certify that this Amended Notice of Meeting was posted at Bastrop City Hall, 1311 Chestnut Street, and on the BEDC's website on this the 16th of November 2022 at 5:00 p.m. Copies of this agenda have been provided to those members of the media requesting such information.

Angela Ryan

Angela Ryan, BEDC Operations Manager

THE BASTROP ECONOMIC DEVELOPMENT CORPORATION IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. REASONABLE MODIFICATIONS AND EQUAL ACCESS WILL BE PROVIDED UPON REQUEST. PLEASE CALL 512-303-9700.



Agenda Item: 3.1

AGENDA MEMORANDUM

Meeting Date: November 21, 2022

Agenda Item: Approval of meeting minutes from the BEDC Board Meeting of October 17, 2022.

Submitted by: Angela Ryan, BEDC Operations Manager

Attached for the Board's review are the minutes from the Regular Board Meeting of October 17, 2022.

Attachment:
Draft 10/17/22 Regular Board Meeting Minutes

Recommendation – Approve the meeting minutes as submitted.

[RECOMMENDED MOTION] – I move to approve the meeting minutes as submitted.



**BASTROP ECONOMIC DEVELOPMENT CORPORATION (BEDC)
BOARD OF DIRECTORS
Minutes of Monthly Meeting, October 17, 2022
Bastrop City Hall, 1311 Chestnut Street, Bastrop, Texas**

The Bastrop Economic Development Corporation (BEDC) met on Monday, October 17, 2022, at 5:00 p.m. for a Regular Board Meeting at Bastrop City Hall, 1311 Chestnut Street. Board members present: Ron Spencer, Jenn Wahl, Richard Smarzik, Charles Washington, Connie Schroeder, and Lyle Nelson. Board member Jeff Haladyna was absent. Staff members present: Bret Gardella, Ashley Allnutt, Angela Ryan and Jean Riemenschneider. BEDC attorney Charles Zech was also in attendance.

1. CALL TO ORDER – Board Chair Spencer called the special meeting to order at 5:00 p.m.

2. PUBLIC COMMENT(S) – There were no public comments.

3. REGULAR BUSINESS & PRESENTATIONS

3.1. Welcome new BEDC Chief Executive Officer Bret Gardella. Mr. Spencer welcomed Mr. Gardella as the new CEO of the BEDC.

3.2. Recognition of outgoing board members Kevin Plunkett and Bill Gossett; welcome new board members Richard Smarzik and Charles Washington. Mr. Spencer thanked Mr. Plunkett and Mr. Gossett for their service and welcomed Mr. Smarzik and Mr. Washington to the Board.

3.3. Consideration, discussion and possible action on election of FY 2022/2023 BEDC Officers: Chair, Vice Chair, Secretary/Treasurer. Ms. Wahl made the motion to nominate Mr. Spencer as Board Chair; Mr. Smarzik seconded, and the motion passed. Mr. Spencer made the motion to nominate Ms. Wahl as Vice Chair, Mr. Smarzik seconded, and the motion passed. Ms. Schroeder nominated Mr. Smarzik as Secretary/Treasurer, Ms. Wahl seconded, and the motion passed.

3.4. Consideration, discussion and possible action on schedule for upcoming board meetings, including date and time of meetings. Mr. Smarzik made the motion to accept the schedule as submitted in the packet, Ms. Schroeder seconded, and the motion passed.

3.5. Approval of meeting minutes from the BEDC Board Meeting of September 19, 2022, and Special Board Meeting of September 30, 2022. Ms. Schroeder made the motion to approve the minutes as submitted, Ms. Wahl seconded, and the motion passed.

3.6. Presentation by the City of Bastrop Main Street Program. Main Street Manager Candice Butts gave an update about the program, what they did last fiscal year and their plans for the upcoming fiscal year.

4. EXECUTIVE SESSION

4.1. At 5:41 p.m., the BEDC Board of Directors met in a closed/executive session pursuant to the Texas Government Code, Chapter 551, to discuss the following:

- (1) **Section 551.087** Deliberation regarding economic development negotiations – Project Triple Arrow.

(2) **Section 551.072** Deliberation regarding purchase, exchange, lease, or value of real property.

4.2. At 6:22 p.m., the BEDC Board of Directors reconvened into open session to discuss, consider, and take any action necessary related to the executive sessions noted herein. There was no action taken.

5. **ADJOURNMENT** – Mr. Smarzik made the motion to adjourn the meeting and Ms. Schroeder seconded. The board meeting was adjourned at 6:22 p.m.

APPROVED: _____
Ron Spencer, Board Chair

ATTEST: _____
Angela Ryan, Operations Manager



Agenda Item: 3.2

AGENDA MEMORANDUM

Meeting Date: November 21, 2022

Agenda Item: Receive financial report provided by City of Bastrop's Chief Financial Officer for the period ending October 2022 and treasurer's comments.

Prepared by: Tracy Waldron, City of Bastrop CFO

Attached for the Board's review and consideration is the BEDC financial summary report for the period ending October 2022.

Attachment:
October 2022 Financial Report

Recommendation – None; item presented for informational purposes.

[RECOMMENDED MOTION] – No motion required.



Bastrop Economic Development Corporation

Financial Summary
For Period Ending
October 2022

bastrop

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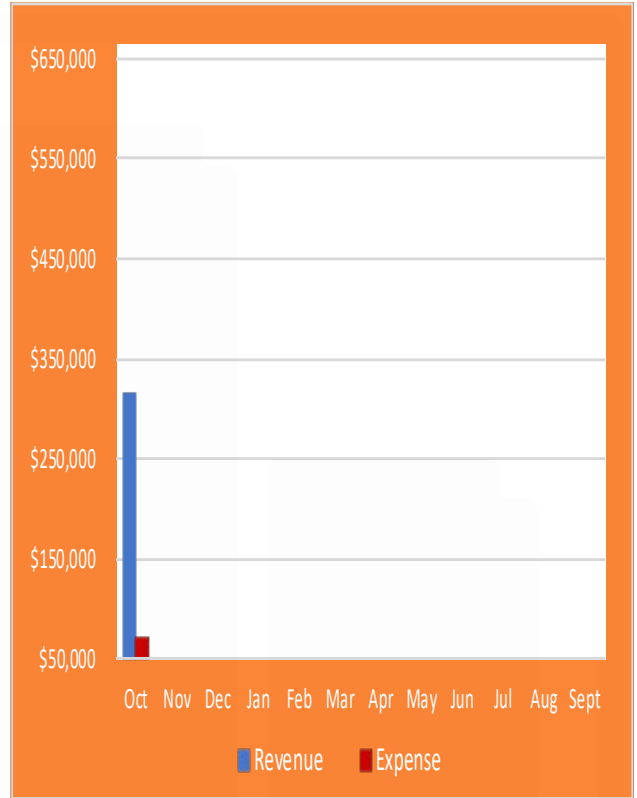




Summary of Revenues and Expenditures

As of Oct. 31, 2022

<u>Month</u>	<u>FY2023</u> <u>Revenue</u>	<u>FY2023</u> <u>Expense</u>	<u>Monthly</u> <u>Variance</u>
Oct	\$ 313,181	\$ 70,265	\$ 242,916
Nov			\$ -
Dec			\$ -
Jan			\$ -
Feb			\$ -
Mar			\$ -
Apr			\$ -
May			\$ -
Jun			\$ -
Jul			\$ -
Aug			\$ -
Sept			\$ -
Total	\$ 313,181	\$ 70,265	\$ 242,916



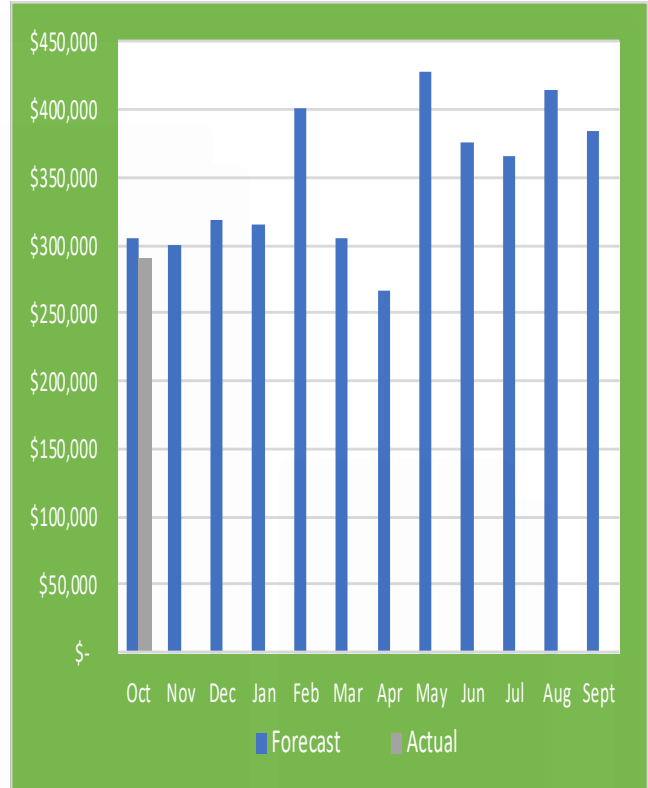
Positive



Summary of Sales Tax Revenue

As of Oct. 31, 2022

<u>Month</u>	<u>FY2023 Forecast</u>	<u>FY2023 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 305,801	\$ 290,089	\$ (15,712)
Nov	299,756		
Dec	319,130		
Jan	315,077		
Feb	401,618		
Mar	305,792		
Apr	266,253		
May	428,192		
Jun	376,203		
Jul	365,972		
Aug	414,169		
Sept	385,076		
Total	\$ 4,183,039	\$ 290,089	\$ (15,712)
Forecast YTD	\$ 305,801		
Actual to Forecast	\$ (15,712)		-5.1%



Positive Sales Tax revenue is 99% of total revenue. The amount in Oct. and Nov. are estimated due to the timing of receiving the payments. The State Comptroller has a two month lag between month earned and month distributed. The Actual to forecast year to date is a negative 5.1%. This budget was a 5% increase over FY2022 projected.



Expenditures Budget to Actual Comparison

As of Oct. 31, 2022

OPERATING EXPENDITURES COMPARISON

<u>Category</u>	<u>FY2023 Forecast</u>	<u>FY2023 Actual</u>	<u>Monthly Variance</u>
Personnel	\$ 63,470	\$ 33,100	\$ 30,370
Supplies & Material	1,333	111	\$ 1,222
Maintenance & Repairs	4,087	3,750	\$ 337
Occupancy	8,267	6,958	\$ 1,309
Contractual Service	26,763	13,077	\$ 13,686
Marketing/Advertising	34,795	13,270	\$ 21,525
Contingency	-	-	\$ -
Debt Service	-	-	\$ -
Total	\$ 138,715	\$ 70,266	\$ 68,449

Forecast to Actual % 49.35%

Positive

The forecast to actual comparison is a positive 49% year-to-date.



Expenditures Budget to Actual Comparison As of Oct. 31, 2022

CAPITAL OUTLAY PROJECTS

<u>Project</u>	<u>FY2023 Budget</u>	<u>FY2023 Actual</u>	<u>Budget Balance</u>
Jackson St Extension	\$ 2,000,000	\$ -	\$ 2,000,000
Bus. Ind. Park-Tech/MLK Infra*	2,000,000	-	\$ 2,000,000
Total	\$ 4,000,000	\$ -	\$ 4,000,000
CO, Series 2013			
Bus. Ind. Park-Tech/MLK Infra*	\$ 144,875	\$ 8,125	\$ 136,750

* This project funded by bond funds budgeted from the 2013 CO.



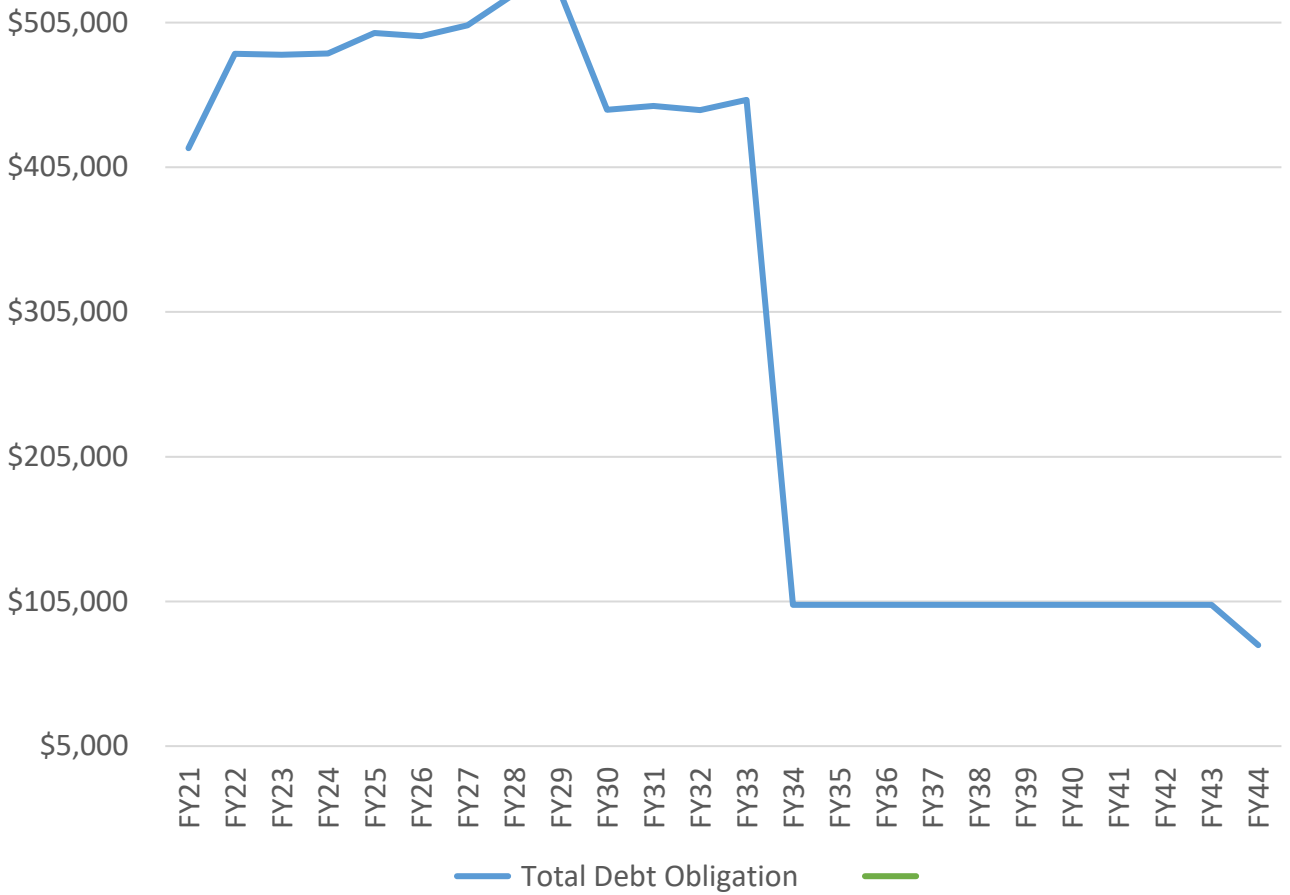
**BASTROP ECONOMIC DEVELOPMENT CORPORATION FUND
FY 2022-2023 BUDGET**

Working Capital 9-30-2022 Unaudited	\$	9,322,982
 FY 2022-2023		
Budgeted		
Revenues	\$	4,213,909
Total FY 2023 Resources	\$	13,536,891
 Budgeted Expenditures:		
Operating Expenses	\$	(5,137,634)
Capital Expenses	\$	(4,000,000)
Debt Service	\$	(271,614)
	\$	(9,409,248)
 Projected Working Capital Balance 09-30-2023		
	\$	4,127,643
 Reserve 25% of Operating Expense		
	\$	1,284,408



Debt Obligation

As of 6/30/2021





Agenda Item: 3.3

AGENDA MEMORANDUM

Meeting Date: November 21, 2022

Agenda Item: Presentation from Roscoe State Bank for the donation of funds from their merger with Cornerstone Home Lending to the BEDC.

Submitted by: Bret Gardella, BEDC CEO

Roscoe State Bank recently completed their merger with Cornerstone Home Lending. As part of the agreement, Roscoe will be making a donation of funds to some local non-profit organizations, including the BEDC.

Attachment:

Letter from Roscoe State Bank/Cornerstone Capital Bank

Recommendation – Staff recommends thanking them for their contribution and posing for a photo op. ;)

[RECOMMENDED MOTION] – No motion needed.





November 21, 2022

Bastrop Economic Development Corporation
Bret Gardella
Chief Executive Officer
301 Highway 71 West
Bastrop, TX 78602

Dear Bret:

On behalf of Roscoe State Bank, a division of Cornerstone Capital Bank, SSB, we are excited to pledge our support for the Bastrop Economic Development Corporation (BEDC) as a part of our ongoing commitment to invest in Bastrop. This commitment will fund a total of \$100,000 to the BEDC, to be paid in \$20,000 annual increments over five years. Roscoe State Bank recognizes the importance of the BEDC's role as a driving force to attract, support, and sustain the economic growth of the Bastrop Community.

It is our desire that these funds are utilized toward the establishment of a micro business loan or grant program. Each year, we would ask to be made aware of the impact of our support through:

- Permanent job creation, retention, and/or improvement
 - For persons who are currently low- or moderate-income
 - In low- or moderate-income geographies
 - In areas targeted for redevelopment by Federal, state, local, or tribal governments
- Technical assistance support
 - To start-ups or recently formed small businesses and small farms
 - Supportive services for small businesses or farms, such as shared space, technology, or administration
 - Job training or workforce development programs
- Any other economic development impacts to the Bastrop Community

We are excited to partner with the BEDC in this effort, and look forward to seeking other ways we can serve in support of your ongoing efforts to enhance the economic well-being of our community.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Rick Womble', is written over a circular stamp.

Rick Womble
EVP/Branch President



Roscoe State Bank, a Division of Cornerstone Capital Bank, SSB.

710 State Hwy 71, Bastrop, TX 78602 | Corporate Office: 1177 West Loop South, Suite 700, Houston, TX 77027 Cornerstone Capital Bank, SSB. Member FDIC. NMLS ID# 2258 (nmlsconsumeraccess.org)



Agenda Item: 3.4

AGENDA MEMORANDUM

Meeting Date: November 21, 2022

Agenda Item: Presentation and update about workforce education and training from BEDC partners: Bastrop Independent School District, Community Action and Austin Community College.

Submitted by: Jean Riemenschneider, BEDC Business and Workforce Development

BISD, ACC and Community Action will have representatives in attendance to give the Board an update on their workforce education initiatives.

Recommendation – None.

[RECOMMENDED MOTION] – No motion required; item for informational purposes only.





Agenda Item: 3.5

AGENDA MEMORANDUM

Meeting Date: November 21, 2022

Agenda Item: Discussion and possible action on the funding of the 20% match on the grant for the Downtown Trail Project.

Submitted by: BEDC Staff

The City of Bastrop's CFO Tracy Waldron has submitted the attached reimbursement request and letter to TxDOT for the Downtown River Loop Trail Project. The City provided payment of the invoices to TxDOT based on detailed invoices and proof of payment by the City.

If approved, this reimbursement to the City would come from the FY 2021/2022 BEDC budget.

CFO Waldron will be in attendance at the meeting to answer any questions.

Project History

The Downtown Trail Expansion Project was presented to the BEDC Board on May 15, 2017, by Shawn Kirkpatrick, BEDC's executive director from 2015 to 2018. Mr. Kirkpatrick explained the project would create a 1.8-mile loop, connecting east and west of the Colorado River, and north and south of Hwy 71. He said he had received good feedback at a public input session about it; Bastrop citizens had been asking for a complete loop for some time, and the project would also address public safety concerns. The consensus of the Board was for the project to move forward.

The project was to be completed in three phases beginning with a stretch of sidewalk, between 6 feet and 10 feet wide, along Loop 150 between Texas 71 and Main Street. The second phase would run along Texas 71 as it crosses the Colorado River. The third phase would connect the two trails from Water Street, through Main Street to downtown.

The BEDC Board of Directors approved the Downtown Trail Expansion Project via Resolution R-2017-0009 on July 17, 2017, in an amount not to exceed \$680,000. The project was authorized under Texas Local Code (LGC) Sections 505.152 (projects related to recreational or community facilities) and 505.158 (projects related to business development in certain small municipalities).

A public hearing on the project was held at the July 2017 board meeting. The project was approved by City Council on August 22, 2017.

On September 18, 2017, the Board approved a Professional Services Agreement (PSA) with Bowman Consulting. (Resolution R-2017-0012)

The City of Bastrop was subsequently awarded two separate grants for the project. One grant was from Keep Bastrop County Beautiful (KBCB), in the amount of \$130,000. The other grant was from the Capital Area Metropolitan Planning Organization (CAMPO) in the amount of \$475,000.

NOTES: The CAMPO grant required additional permitting and engineering that was not included in the original scope of work, because at the time the Project received Board approval the possibility of receiving grant funds was not part of the discussion. The City of Bastrop applied for and received the grant funds on behalf of the BEDC. The funds can be used for construction, not engineering costs.

On May 21, 2018, the Board approved a change order in the amount of \$6,000, due to environmental permitting required for the CAMPO grant, which was not a part of the original scope of work. (Resolution R-2018-0006)

On July 15, 2019, the Board approved a change order in the amount of \$50,000 for construction drawings required by TxDOT for the CAMPO grant funding. (Resolution R-2019-0012).

An update was given at the February 2020 board meeting indicating that TxDOT had approved the project and construction was moving forward.

At the board meeting of December 20, 2021, the Board received a request from Bowman Consulting and the City of Bastrop to fund additional costs associated with the project. Ultimately the board treasurer requested that the BEDC staff work with City staff and Bowman Consulting to provide a detailed update to the Board at a future board meeting. To date the BEDC has paid:

Fiscal Year	BEDC Paid
FY 2016/2017	\$35,782
FY 2017/2018	\$11,278
FY 2018/2019	\$39,681
FY 2019/2020	\$112,169
FY 2020/2021	\$12,075
FY 2021/2022	\$8,920
TOTAL	\$219,905

This request will be considered the full and final payment for this project.

Attachments:

Reimbursement request

Letter to TxDOT

Grant documentation

Recommendation – Staff respectfully requests that the Board consider and take action deemed appropriate.

[RECOMMENDED MOTION] – I make the motion to approve the reimbursement to the City of Bastrop for the Downtown River Loop Trail Project in the amount of \$88,363.30.



CITY OF BASTROP
 P.O. BOX 427
 BASTROP, TEXAS 78602
 PHONE: 512-332-8800 FAX: 512-332-8829

INVOICE

BILL TO:

BASTROP ECONOMIC DEVELOPMENT CORP.
 301 HWY 71 W, STE. 214
 BASTROP, TX 78602

DATE: September 30, 2022

INVOICE # 22-04

QTY	DESCRIPTION	RATE	AMOUNT
	Downtown Riverloop Project - grant match (see letter attached)		\$ 88,363.30
		SUBTOTAL	\$ 88,363.30
		TOTAL	\$ 88,363.30

Make all checks payable to **City of Bastrop**
 Total due in 20 days.

THANK YOU FOR YOUR BUSINESS!

November 8, 2022

Terry Newton



Texas Department of Transportation

Transportation Engineering Austin District – Bastrop Austin Area Office
 174 SH 21 East,
 Bastrop, TX 78602

RE: CSJ 0265-04-072,etc
 Pedestrian Safety and Transit Connections

Dear Terry Newton:

Attached for your review is invoice #1-11 detailing expenditures for Project Construction on the River Loop. These invoices represent the total billing paid to the contractor and the requested reimbursable costs are summarized below.

Total Expenditures for this Project	\$ 571,816.53
City of Bastrop match @ Cat 10 (0%) and Cat 7 (20%)	\$ 88,363.30
TOTAL OF REIMBURSEMENT	\$ 483,453.23

Invoice #	Pay Period		Monthly Proj Exp	Total Monthly Reimb Request	100% Reimb		80% reimb		100% Reimb		80% reimb	
					0265-04-072		0265-10-033		0914-18-113			
					\$	\$	\$	\$	\$	\$		
Inv 1	Project start	10/25/2021	\$ 31,512.73	\$ 29,444.23	\$ 7,433.85		\$ 13,736.40		\$ -		\$ 190,080.00	\$ 8,273.98
Inv 2	10/26/2021	11/26/2021	\$ 56,650.55	\$ 52,932.01	\$ 13,363.86		\$ 24,693.97					\$ 14,874.17
Inv 3	11/27/2021	12/22/2021	\$ 77,478.71	\$ 72,393.01	\$ 18,277.23		\$ 33,772.97					\$ 20,342.81
Inv 4	12/23/2021	1/25/2022	\$ 43,936.71	\$ 38,381.63	\$ 10,364.67		\$ 5,796.66	\$ 10,684.28				\$ 11,536.02
Inv 5	1/24/2022	3/4/2022	\$ 8,350.91	\$ 7,074.72	\$ 1,969.98			\$ 2,912.13				\$ 2,192.61
Inv 6	3/3/2022	3/21/2022	\$ 51,627.09	\$ 41,419.75	\$ 590.41	\$ 9,270.74		\$ 18,003.40				\$ 13,555.21
Inv 7	3/20/2022	4/19/2022	\$ 98,330.25	\$ 78,664.20		\$ 18,556.88		\$ 34,289.72				\$ 25,817.59
Inv 8	4/18/2022	5/18/2022	\$140,960.21	\$ 112,768.17		\$ 26,602.01		\$ 49,155.64				\$ 37,010.51
Inv 9	5/17/2022	6/20/2022	\$ 20,253.94	\$ 16,203.15		\$ 3,822.32		\$ 7,062.95				\$ 5,317.87
Inv 10	5/17/2022	9/25/2022	\$ 27,847.43	\$ 22,277.94		\$ 5,255.37		\$ 9,710.96				\$ 7,311.62
Inv 11	Project start	8/28/2022	\$ 14,868.00	\$ 11,894.40		\$ 5,671.20		\$ 3,626.00				\$ 2,597.20
			\$571,816.53	\$ 483,453.23								

If you need additional information, please contact Tracy Waldron at 512-332-8820 at twaldron@cityofbastrop.org. Please remit the payment to:

City of Bastrop
 Finance Department
 Attn: Accounts Receivable
 1311 Chestnut Street
 Bastrop, Texas 78602

Sincerely,

Tracy Waldron, Chief Financial Officer, Finance Department

RESOLUTION NO. R-2021-68

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDED A CONTRACT WITH MYERS CONCRETE CONSTRUCTION IN THE AMOUNT OF FIVE HUNDRED NINETY-SIX THOUSAND FIVE HUNDRED FORTY-FIVE DOLLARS AND SEVENTY CENTS (\$596,545.70) FOR THE CONSTRUCTION OF THE RIVER LOOP SIDEWALK PROJECT, ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council understands the importance of public safety provided by performing infrastructure improvements that support improving mobility around the City; and

WHEREAS, The City Council understands improving mobility also improves residents' quality of life; and

WHEREAS, The City Council understands the importance of focusing on infrastructure improvements in the area of mobility; and

WHEREAS, The City of Bastrop and Bowman Consulting conducted a bid opening on June 17, 2021. After reviewing the bids and verifying references, Bowman Consulting is recommending award of a construction contract with Myers Concrete Construction for the construction of the River Loop Sidewalk Project.

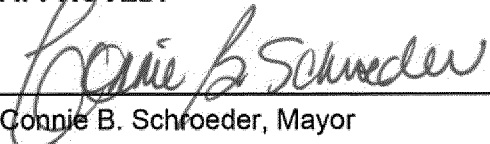
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:

Section 1: That the City Manager will execute the Construction Contract Agreement attached as Exhibit A, in the amount of five hundred ninety-six thousand five hundred forty-five dollars and seventy cents (\$596,545.70).

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

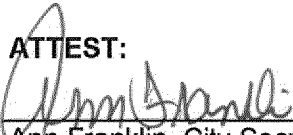
DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 13th day of July, 2021.

APPROVED:



Connie B. Schroeder, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney

EJCDC
STANDARD FORM OF AGREEMENT BETWEEN
OWNER AND CONTRACTOR FOR CONSTRUCTION
CONTRACT

THIS AGREEMENT is by and between City of Bastrop
(Owner) and Myers Concrete Construction
(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The project, Bastrop Riverloop sidewalk, consist of the construction of shared use path in the City of Bastrop, Tx. The project would be divided in two phases. Phase I is located from Eskew & 150 to Perkins & Tx. 71, and Phase II is located from College St & Water St. to Austin St. & Main St.
The length of the project is 2,423 LF and 848 LF for Phase I and Phase II respectively.

Contractor shall take special note that this is a Field Engineered project and that detailed design direction will be provided in the field by the Field Engineer during construction. The exhibits provided illustrate the general nature and configuration of the improvements and detailed design plans will not be provided.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Downtown Main Street Sidewalk and Roadway Improvements.

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by Bowman Consulting (Engineer) and Field Engineering direction will be provided by Engineer, who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 180 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 200 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.B:

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

UNIT PRICE WORK

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Estimated</u>
-----------------	--------------------	-------------	---------------------------	-------------------	------------------

See attached for contract Bid Form.

TOTAL OF ALL ESTIMATED PRICES	five hundred and ninety six thousand, five hundred and forty five dollars and seventy cents. _____ (words)	\$596,545.70 (numerals)
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B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0.00 percent per annum.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01. In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph

4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive).
2. Performance bond (pages 1 to 2, inclusive).
3. Payment bond (pages 1 to 2, inclusive).
4. General Conditions (pages 1 to 39, inclusive).
6. Supplementary Conditions (pages 1 to 5, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Attachments:
 - a. Special Provisions (pages 1 to 3, inclusive).
 - b. General Notes (pages 1 to 1, inclusive).
 - c. Program Maintenance Maps (sheets A to A3, inclusive).
 - d. Program Maintenance Basis of Estimate (pages 1 to 4, inclusive).
 - e. Program Preventative Maintenance Maps (sheets B to B3, inclusive).
 - f. Program Preventative Maintenance Basis of Estimate (pages 1 to 2, inclusive).
9. Addenda (numbers _____ to _____, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages _____ to _____, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed (pages 1 to 1, inclusive).
- b. Work Change Directives.
- c. Change Order(s).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Headings

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

10.06 Other Provisions

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____, (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

City of Bastrop

MYERS CONCRETE

By: [Signature]

By: [Signature]

Title: City Manager

Title: VP

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: [Signature]

Attest: [Signature]

Title: City Secretary

Title: OPC mgr.

Address for giving

Address for giving

P.O. Box 427

PO Box 2928

Bastrop, Tx 78702

Wimberley, TX. 78676

License No.: 33-1107017

(Where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

Agent for service or process: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

ARTICLE 6 - BASIS OF BID

6.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

March 15th, 2020

Bastrop River Loop Sidewalk

Bid Form

Name of Company: Myers Concrete Construction, LP

Company Representative: Chase Botkin

Phone Number: 512.847.8000

Email Address: Chase@myersconcrete.com

Preparation and Demolition

Item Number	Description Code	Quantity	Unit	Description	Unit Price	Amount
1	A	303	SY	Remove Pavement	14.19	4,299.57
1	B	32.0	STA	Preparing Right of Way	427.29	14,077.58
2	A	166.38	SY	Removing Concrete (Pavement) up to R.O.W	25.85	4,300.92
2	C	753.73	SY	Removing Concrete (Driveways)	28.67	21,609.44
2	D	65	LF	Remove Concrete (Curb and Gutter)	10.75	698.75
2	E	6	SY	Removing Concrete Ramp	143.36	860.16
3	A	116	SY	Removing Slab Base and Asphalt Pavement (2'-6")	40.82	4,735.12
SUBTOTAL						50,581.54

Construction

Item Number	Description Code	Quantity	Unit	Description	Unit Price	Amount
4	A	304	CY	Grade Channel	21.21	6,447.84
5	A	372	SY	HMAC (TY-D PG70-22)	34.35	12,778.28
6	A	5	EA	Concrete Bridge	4639.74	23,198.70
7	A	958	LF	Cut or Fill Wall (6" to 36" Height)	55.99	53,638.42
8	A	266	LF	Handrail Type A	113.98	30,212.28
9	A	44	LF	Concrete Curb & Gutter (TY II)	46.71	2,055.24
10	A	606	SY	Concrete Driveways	88.57	53,673.42
11	A	6	EA	Curb Ramps (Type 7)	1,804.56	10,827.36
14	A	189	CY	Embankment (Final, Ord Comp, Type B)	85.36	16,133.04
15	A	1	LS	Mobilization	30,000.00	30,000.00
16	A	1	EA	Survey and Stake Right of Ways	2,429.25	2,429.25
17	A	9	MO	Barricades, Signs, and Traffic Handling	1,619.50	14,575.50
22	A	2,350	SY	Concrete Sidewalks 5'	66.43	156,580.50
SUBTOTAL						412,549.75

Bastrop River Loop Sidewalk
Bid Form

Signing & Markings

Item Number	Description Code	Quantity	Unit	Description	Unit Price	Amount
12	A	2	EA	Relocate Sign	250. ⁰⁰	500. ⁰⁰
13	A	380	LF	Reflective Pavement Marking Type I	8. ¹⁰	3,078. ⁰⁰
13	B	1	EA	Reflective Pavement Type I (Symbol Only)	809. ⁷⁵	809. ⁷⁵
21	A	1	EA	ADA Sign with Aluminum Pole	1,611. ⁴⁰	1,611. ⁴⁰
SUBTOTAL						5,999. ¹⁵

Erosion & Sedimentation Control

Item Number	Description Code	Quantity	Unit	Description	Unit Price	Amount
18	A	4,255	SY	Block Sodding	8. ¹⁰	34,465. ⁵⁰
19	A	1,643	LF	Temp Sediment Control Fence Install	5. ²⁶	8,642. ¹⁸
19	B	1,643	LF	Temp Sediment Control Fence Remove	1. ⁶²	2,461. ⁶⁶
19	C	326	LF	Inlet Protection	5. ²⁶	1,714. ⁷⁶
20	A	87	LF	Rock Berm	56. ⁶⁸	4,931. ¹⁴
SUBTOTAL						52,415. ²⁶

Summary

Preparation and Demolition	50,581. ⁸⁴
Construction	412,549. ³⁶
Signing & Markings	5,999. ¹⁵
Erosion & Sedimentation Control	52,415. ²⁶
Allowance for Field Eng./Field Changes	\$75,000.00
Sub-Total:	
TOTAL :	596,545. ⁷⁰

TxDOT:		Federal Highway Administration:	
CSJ #	0265-04-900, 0265-10-033, 0914-18-113	CFDA No.	20.205
District #	14-AUS	CFDA Title	Highway Planning and Construction
Code Chart 64 #	03050		
Project Name	River Loop Share-Use Path	<i>AFA Not Used For Research & Development</i>	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Surface Transportation Block Grant (STBG) Program and Governor’s
Community Achievement Awards (GCAA) Project
Both On-System and Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of Bastrop**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115291** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **construction of 1.8 mile River Loop shared-use path along Loop 150, SH 71 and Water Street in City of Bastrop**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Texas Transportation Commission, in cooperation with Keep Texas Beautiful (KTB), as a state-wide annual awards program, selected ten communities as recipients of the 2017 Governor’s Community Achievement Awards (GCAA) including the City of Bastrop, under Category 3,

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Code Chart 64 #	03050		
Project Name	River Loop Share-Use Path	<i>AFA Not Used For Research & Development</i>	

with population between 5,501 - 9,000, for its outstanding overall efforts to keep the communities beautiful. The funds are used for landscaping projects.

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **9/11/2018**, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A). A map showing the Project location appears in Attachment B, Location Map Showing Project (Attachment B), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	Local Government	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	Local Government	Construction Responsibilities	Article 12
5.	Local Government	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of :

- a. For CSJ# 0265-04-072: Construction of Downtown River Trail loop to construct a sidewalk along the West Bound frontage road of SH 21 from 0.27 miles East of LP 150 to LP 150;
- b. For CSJ# 0265-10-033: designing and installing a landscape development project along LP 150 from SH 21 to 0.194 miles North of SH 21;
- c. For CSJ# 0914-18-113: Construction of Downtown River Trail loop to construct a sidewalk and curb ramp along the Main Street from SH 21 to LP 150.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment C, Project Budget (Attachment C) which is attached to and made a part of this Agreement.

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- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
- F. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

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- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State’s written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government’s requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government’s funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State’s estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the “Texas Department of Transportation” or may use the State’s Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT’s Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the

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Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

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8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government’s failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State’s request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem’s mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State’s *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system,

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the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for

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maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

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- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

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All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Bastrop Attn.: Acting City Manager P.O. Box 427, Bastrop Texas 78602	Texas Department of Transportation Attn.: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

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21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement’s subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government’s procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local

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Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

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- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State’s DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local

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Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

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If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for

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all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and

3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

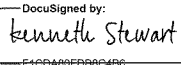
If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented. Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

DocuSigned by:

 Signature

 Kenneth Stewart
 Typed or Printed Name

 Director of Contract Services
 Typed or Printed Title

 3/10/2020
 Date

THE LOCAL GOVERNMENT

DocuSigned by:

 Signature

 Trey Job
 Typed or Printed Name

 Acting City Manager
 Typed or Printed Title

 3/10/2020
 Date

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**ATTACHMENT A
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER**

RESOLUTION NO. R-2018-83

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN ADVANCED FUNDING AGREEMENT BETWEEN THE CITY OF BASTROP AND THE STATE OF TEXAS REGARDING PORTIONS OF THE RIVER LOOP TRAIL PROJECT WITHIN STATE OF TEXAS RIGHT OF WAY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City of Bastrop City Council understands the importance of public safety provided by increased walkability of the city streets; and

WHEREAS, The City of Bastrop City Council understands the importance of multi modal transportation; and

WHEREAS, the City of Bastrop has received grant funding from the Capital Area Metropolitan Planning Organization to help cover the costs of the River Loop Trail Project; and

WHEREAS, the City of Bastrop has received grant funding from Keep Bastrop County Beautiful to help cover the costs of the River Loop Trail Project with Texas Department of Transportation right of way; and

WHEREAS, the City will fund 100% of the Phase I-A of the River Loop Trail Project Construction costs estimated at \$168,795.00; and

WHEREAS, the City will fund 100% of the Phase I-B of the River Loop Trail Project construction costs estimated to be \$180,774.00; and

WHEREAS, the City will fund 100% of the Phase II of the River Loop Trail Project construction costs estimated to be \$214,974.65; and

WHEREAS, the City will fund 100% of the direct costs to the Texas Department of Transportation estimated to be \$50,456.00.

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

Section 1. That the City Council hereby approves the City's participation in the River Loop Trail Project.

Section 2. The City Manager is hereby authorized to execute the Advanced Funding Agreement between the City of Bastrop and the State of Texas, acting by and through the Texas Department of Transportation.

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Section 3. 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 this 11th day of September 2018.


APPROVED:


 Connie B. Schroeder, Mayor

ATTEST:

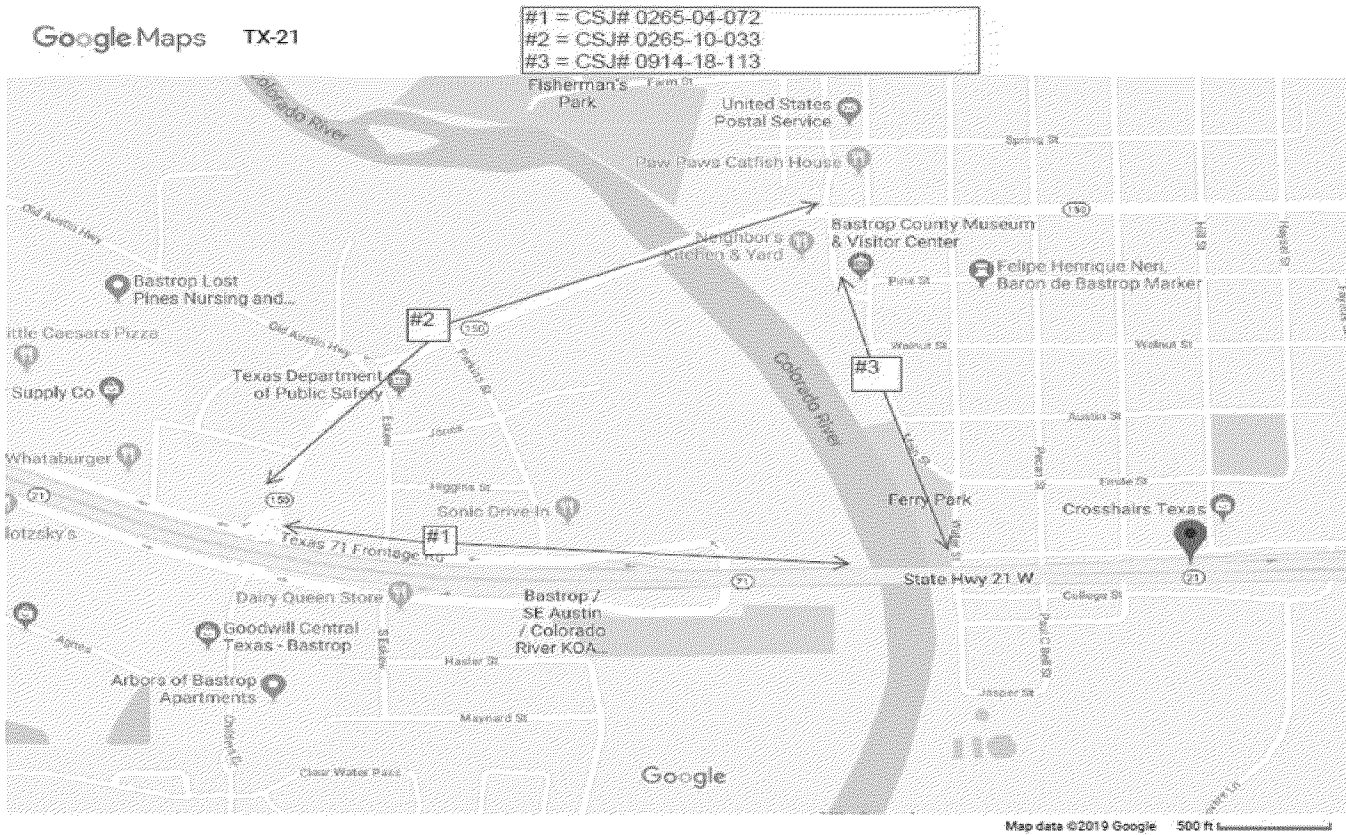

 Ann Franklin, City Secretary

APPROVED AS TO FORM:


 Alan Bojorquez, City Attorney

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Project Name	River Loop Share-Use Path	<i>AFA Not Used For Research & Development</i>	

ATTACHMENT B LOCATION MAP SHOWING PROJECT



TxDOT:		Federal Highway Administration:	
CSJ #	0265-04-900, 0265-10-033, 0914-18-113	CFDA No.	20.205
District #	14-AUS	CFDA Title	Highway Planning and Construction
Code Chart 64 #	03050		
Project Name	River Loop Share-Use Path	<i>AFA Not Used For Research & Development</i>	

**ATTACHMENT C
PROJECT BUDGET**

For STBG (Cat.7), costs will be allocated based on 80% Federal funding and 20% Local Government funding, and GCAA (Cat.10) costs will be allocated based on 80% Federal funding and 20% State funding until the Federal/State funding reaches the maximum obligated amount. Engineering costs will be funded 100% by the Local Government. The Local Government will then be responsible for 100% of any cost overruns.

Descriptions	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by Local Government)	\$671,790	0%	\$0	0%	\$0	100%	\$671,790
Construction CSJ#0265-04-072 (by Local Government)-Cat.7	\$118,800	80%	\$95,040	0%	\$0	20%	\$23,760
Construction CSJ#0265-04-072 (by Local Government)-Cat.10	\$52,000	80%	\$41,600	20%	\$10,400	0%	\$0
Construction CSJ#0265-10-033 (by Local Government)- Cat.7	\$237,600	80%	\$190,080	0%	\$0	20%	\$47,520
Construction CSJ#0265-10-033 (by Local Government)- Cat.10	\$78,000	80%	\$62,400	20%	\$15,600	0%	\$0
Construction CSJ#0914-18-113 (by Local Government)-Cat.7	\$237,600	80%	\$190,080	0%	\$0	20%	\$47,520
Subtotal	\$1,395,790		\$579,200		\$26,000		\$790,590
Environmental Direct State Costs	\$6,979	0%	\$0	0%	\$0	100%	\$6,979
Right of Way Direct State Costs	\$1,745	0%	\$0	0%	\$0	100%	\$1,745
Engineering Direct State Costs	\$10,468	0%	\$0	0%	\$0	100%	\$10,468
Utility Direct State Costs	\$1,745	0%	\$0	0%	\$0	100%	\$1,745
Construction Direct State Costs	\$48,853	0%	\$0	0%	\$0	100%	\$48,853
Indirect State Costs	\$74,396	0%	\$0	100%	\$74,396	0%	\$0
TOTAL	\$1,539,975		\$579,200		\$100,396		\$860,380

TxDOT:		Federal Highway Administration:	
CSJ #	0265-04-900, 0265-10-033, 0914-18-113	CFDA No.	20.205
District #	14-AUS	CFDA Title	Highway Planning and Construction
Code Chart 64 #	03050		
Project Name	River Loop Share-Use Path	<i>AFA Not Used For Research & Development</i>	

Initial payment by the Local Government to the State: \$20,937

Payment by the Local Government to the State before construction: \$48,853

Estimated total payment by the Local Government to the State \$69,790. This is an estimate. The final amount of Local Government participation will be based on actual costs.

CSJ #0265-04-072,0265-10-033,0914-18-113
District # 14
Code Chart 64 #03050
Project: River Loop Share-Use Path
Federal Highway Administration
CFDA Title: Highway Planning and
Construction
CFDA No.: 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
AMENDMENT #1**

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and City of Bastrop, acting by and through its duly authorized officials, called the Local Government.

W I T N E S S E T H

WHEREAS, the State and the Local Government executed a contract on the 10th day of March 2020 to effectuate their agreement to construction of 1.8 mile River Loop shared-use path along Loop 150, SH 71 and Water Street in the City of Bastrop; and,

WHEREAS, the Governor’s Community Achievement Awards (GCAA) funding on the Attachment C was inadvertently entered as 90%/10% split, it should be 100% State; and,

WHEREAS, it has become necessary to amend that contract; and,

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

A G R E E M E N T

1. Description of Amended Items

Attachment C Project Budget is deleted in its entirety and replaced with Attachment C-1 Project Budget which is attached to and made a part of this Amendment.

All other provisions of the original contract are unchanged and remain in full force and effect.

2. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

CSJ #0265-04-072,0265-10-033,0914-18-113
District # 14
Code Chart 64 #03050
Project: River Loop Share-Use Path
Federal Highway Administration
CFDA Title: Highway Planning and
Construction
CFDA No.: 20.205
Not Research and Development

Each party is signing this amendment on the date stated under that party's signature.

THE LOCAL GOVERNMENT

DocuSigned by:
Paul A. Hofmann
7C73D0863E324D8...

Paul A. Hofmann
City Manager
10/1/2021

Date

THE STATE OF TEXAS

DocuSigned by:
Kenneth Stewart
F4CDA80FDB8C4B6...

Kenneth Stewart
Director of Contract Services
Texas Department of Transportation
10/1/2021

Date

CSJ #0265-04-072,0265-10-033,0914-18-113
District # 14
Code Chart 64 #03050
Project: River Loop Share-Use Path
Federal Highway Administration
CFDA Title: Highway Planning and
Construction
CFDA No.: 20.205
Not Research and Development

**ATTACHMENT C-1
PROJECT BUDGET**

For STBG (Cat.7), costs will be allocated based on 80% Federal funding and 20% Local Government funding, and GCAA (Cat.10) costs will be allocated based on 100% State funding until the State funding reaches the maximum obligated amount. Engineering costs will be funded 100% by the Local Government. The Local Government will then be responsible for 100% of any cost overruns. full force and effect.

Descriptions	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by Local Government)	\$671,790	0%	\$0	0%	\$0	100%	\$671,790
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Construction CSJ#0265-04-072 (by Local Government)-Cat.10	\$52,000	0%	\$0	100%	\$52,000	0%	\$0
Construction CSJ#0265-10-033 (by Local Government)- Cat.7	\$237,600	80%	\$190,080	0%	\$0	20%	\$47,520
Construction CSJ#0265-10-033 (by Local Government)- Cat.10	\$78,000	0%	\$0	100%	\$78,000	0%	\$0
STBG Construction CSJ#0914-18-113 (by Local Government)-Cat.7	\$237,600	80%	\$190,080	0%	\$0	20%	\$47,520
Subtotal	\$1,395,790		\$475,200		\$130,000		\$790,590
Environmental Direct State Costs	\$6,979	0%	\$0	0%	\$0	100%	\$6,979
Right of Way Direct State Costs	\$1,745	0%	\$0	0%	\$0	100%	\$1,745
Engineering Direct State Costs	\$10,468	0%	\$0	0%	\$0	100%	\$10,468
Utility Direct State Costs;	\$1,745	0%	\$0	0%	\$0	100%	\$1,745
Construction Direct State Costs	\$48,853	0%	\$0	0%	\$0	100%	\$48,853
Indirect State Costs 5.33%	\$74,396	0%	\$0	100%	\$74,396	0%	\$0
TOTAL	\$1,539,975		\$475,200		\$334,396		\$860,380

Local Government has paid to the State \$69,790. This is an estimate. The final amount of Local Government participation will be based on actual costs



MEMORANDUM

TO: District Engineers **DATE:** March 20, 2017

FROM: Joan Henderson, Director
Travel Information Division

SUBJECT: Governor’s Community Achievement Awards

Ten communities have been selected by Keep Texas Beautiful as recipients of the 2017 Governor’s Community Achievement Awards. The awards will be presented on June 13, 2017, during the Keep Texas Beautiful Annual Conference at the Westin Riverwalk Hotel in San Antonio. Second and third place winners are listed on Keep Texas Beautiful’s web site, www.ktb.org. Winning cities will be awarded landscape projects as outlined in the chart below.

CITY	DISTRICT	POPULATION CATEGORY	PROJECT AUTHORIZATION
Muenster	Wichita Falls	1: Up to 3,000	\$90,000.00
San Saba	Brownwood	2: 3,001 - 5,500	\$110,000.00
Bastrop	Austin	3: 5,501 - 9,000	\$130,000.00
Athens	Tyler	4: 9,001 - 15,000	\$160,000.00
Murphy	Dallas	5: 15,001 - 25,000	\$180,000.00
Copperas Cove	Waco	6: 25,001 - 40,000	\$210,000.00
Flower Mound	Dallas	7: 40,001 - 65,000	\$250,000.00
Longview	Atlanta	8: 65,001 - 90,000	\$270,000.00
McAllen	Pharr	9: 90,001 - 180,000	\$290,000.00
Fort Worth	Fort Worth	10: 180,001+	\$310,000.00

Please distribute this information to the appropriate TxDOT personnel in your district. Pete Krause, Landscape Enhancement Section, Design Division, has guidelines for the projects and additional information on the program. If you have any questions or need more information, please contact Brenda Flores-Dollar at 512/486-5904 or Pete Krause at 512/416-2714.

cc: Administration
Communications
Pete Krause, DES
Public Information Officers



Agenda Item: 3.6

AGENDA MEMORANDUM

Meeting Date: November 21, 2022

Agenda Item: Consideration, discussion and possible action to approve Resolution R-2022-0010 authorizing the negotiation and execution of a new lease for the EDC office located at 301 Hwy 71 W, Suite 214.

Submitted by: Bret Gardella, BEDC CEO

The BEDC CEO is requesting the authority to negotiate and execute a new lease for the BEDC office at the current location.

Attachment:
Draft Resolution R-2022-0010

Recommendation – Consider approving Resolution R-2022-0010 authorizing the BEDC CEO to negotiate and execute a new lease.

[RECOMMENDED MOTION] – I make the motion to approve Resolution R-2022-0010.



RESOLUTION NO. R-2022-0010**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION APPROVING THE TERMS OF A LEASE AGREEMENT; AUTHORIZING ALL NECESSARY ACTIONS, INCLUDING EXECUTION OF NECESSARY DOCUMENTATION; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Bastrop Economic Development Corporation (“BEDC”) is a public instrumentality and non-profit industrial development corporation duly established and operating under Texas Local Government Code, Chapters 501 and 505 *et seq.*, as amended, known as the Development Corporation Act of 1979 (the “Act”); and

WHEREAS, in order to fulfill its public purpose in advancing qualifying projects under Texas Local Government Code, Chapters 501 and 505 *et seq.*, as amended, the BEDC requires an office space; and

WHEREAS, the owners of the building located at 301 Hwy 21 West (“E&M Properties”) where the BEDC currently has its offices, have requested the BEDC enter into a new lease agreement; and

WHEREAS, E&M Properties has not yet provided the EDC with a draft of said lease.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION THAT:

SECTION 1. The findings set out above are hereby found to be true and correct and are incorporated herein for all purposes.

SECTION 2. The Board authorizes the BEDC Executive Director to negotiate and execute a lease with E&M Properties, including the execution of all other agreements, instruments or documents reasonably necessary to facilitate the purpose of this Resolution.

SECTION 3. This Resolution is effective upon passage.

PASSED AND APPROVED on the ____ day of _____ 2022, by the Board of Directors of the Bastrop Economic Development Corporation.

[SIGNATURE PAGE FOLLOWS]

RESOLUTION NO. R-2022-0010

BASTROP ECONOMIC
DEVELOPMENT CORPORATION

Ron Spencer, Board Chair

ATTEST:

Richard Smarzik, Board Secretary

APPROVED AS TO FORM:

Denton, Navarro, Rocha, Bernal & Zech, P.C.
Board Counsel

DRAFT



Agenda Item: 3.7

AGENDA MEMORANDUM

Meeting Date: November 21, 2022

Agenda Item: Update, discussion and possible action regarding Bastrop Business and Industrial Park infrastructure projects: replatting the undeveloped portions of the Business Park and providing the City of Bastrop with a preliminary plat; submitting a warrant to change the cross section identified in the zoning scheme of Jackson Street to 38 feet of pavement and the unnamed street to 36 feet of pavement; and removing the requirements for sidewalks.

Submitted by: Bret Gardella, BEDC CEO

A representative from Doucet & Associates will give an update about the infrastructure projects in the Bastrop Business and Industrial Park.

Recommendation – None; item presented for informational purposes.

[RECOMMENDED MOTION] – No motion required.

