



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, OCTOBER 13, 2022 AT 01:00 PM
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN STREET
BREHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags - Councilmember Albert Wright**
- 3. Service Recognitions**
 - ♦ **Tiawanna Brown, Municipal Court - 10 Years**
 - ♦ **Jonathan Phipps, Police Department - 10 Years**
- 4. Special Recognitions - Chief's Commendations**
 - ♦ **Meagan McCarrell**
 - ♦ **Lauren Roese**
- 5. Proclamations**
 - ♦ **Chiropractic Health Month**
 - ♦ **Paint the Town Pink**
 - ♦ **Pickard High School Last Graduating Class (1967) Reunion Day**
 - ♦ **Adult & Teen Challenge of Texas Day**
 - ♦ **Fire Prevention Week**
- 6. Citizens Comments**

CONSENT AGENDA

- 7. Statutory Consent Agenda**

The Statutory Consent Agenda includes non-controversial and routine items that Council may act on with one single vote. A councilmember may pull any item from the Consent Agenda in order that the Council discuss and act upon it individually as part of the Regular Agenda.

7-a. Approve the Minutes from September 26, 2022 Special Meeting and the September 29, 2022 Regular Meeting

7-b. Approve Final Payment to MBC Management in the Amount of \$20,770.98 for the Construction of the Additional Parking Lot at the Blue Bell Aquatic Center and Authorize the Mayor to Execute Any Necessary Documentation

WORK SESSION - DEPARTMENT UPDATES

- 8. Discussion and Update on the City of Brenham's Tourism and Marketing Department**

REGULAR SESSION

- 9. Discuss and Possibly Act Upon Resolution No. R-22-032 Appointing Cherry Cash Prewitt as Deputy City Secretary**
- 10. Discuss and Possibly Act Upon Change Order No. 1 to the Agreement Between the City of Brenham and Avocette Technologies, Inc. and Carasoft Technology Corporation for Online Planning and Permitting Software and Authorize the Mayor to Execute Any Necessary Documentation**
- 11. Discuss and Possibly Act Upon Resolution No. R-22-033 Authorizing the Submission of a Grant Application to the Office of the Governor, Public Safety Office, Criminal Justice Division for the 2023 Bullet-Resistant Shield Grant Program**
- 12. Discuss and Possibly Act Upon Award of Bid for Project No. 2022-01 Related to South Chappell Hill Street and Martin Luther King Jr. Parkway Improvements and Authorize the Mayor to Execute Any Necessary Documentation**
- 13. Discuss and Possibly Act Upon an Ordinance on Its First Reading Providing for a No Parking Zone Along Prairie Lea Street in the City of Brenham**
- 14. Discuss and Possibly Act Upon Award of Bid for Project No. 2021-04R Related to the Henderson Park Pedestrian Bridge Rehabilitation Project and Authorize the Mayor to Execute Any Documentation**
- 15. Discuss and Possibly Act Upon the Purchase of Six (6) Chevrolet Tahoes for the City of Brenham Police Department Through the Interlocal Purchasing System (TIPS) and Authorize the Mayor to Execute Any Necessary Documentation**

16. **Discuss and Possibly Act Upon a Contract Between the City of Brenham and Strand Associates, Inc. for Engineering Services Related to Various Water Projects to be Funded Through the American Rescue Plan Act (ARPA) and Administered by the United States Department of the Treasury (Treasury), and Authorize the Mayor to Execute Any Necessary Documentation**
17. **Discuss and Possibly Act Upon a Contract Between the City of Brenham and Strand Associates, Inc. for Engineering Services Related to Various Wastewater Projects to be Funded Through the American Rescue Plan Act (ARPA) and Administered by the United States Department of the Treasury (Treasury), and Authorize the Mayor to Execute Any Necessary Documentation**
18. **Discuss and Possibly Act Upon a Chapter 380 Agreement Between the City of Brenham and Brenham Market Square, LP and Authorize the Mayor to Execute Any Necessary Documentation**
19. **Administrative/Elected Officials Report**

Administrative/Elected Officials Reports: Reports from City Officials or City staff regarding items of community interest, including expression of thanks, congratulations or condolences; information regarding holiday schedules; honorary or salutary recognitions of public officials, public employees or other citizens; reminders about upcoming events organized or sponsored by the City; information regarding social, ceremonial, or community events organized or sponsored by a non-City entity that is scheduled to be attended by City officials or employees; and announcements involving imminent threats to the public health and safety of people in the City that have arisen after the posting of the agenda.

EXECUTIVE SESSION

20. **Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding Legal Issues Concerning the City of Brenham Lake Somerville Raw Water Intake Structure, the Federal Emergency Management Agency, and Associated Matters**
21. **Section 551.086 - Texas Government Code - Utility Competitive Matters - City of Brenham Gas Utility System - Gas Supply and Transportation Arrangements and Agreements, and Associated Matters**
22. **Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding Aviators Plus, LLC v. City of Brenham, Texas; Cause No. 37896; 21st Judicial District Court, Washington County, Texas**

RE-OPEN REGULAR SESSION

Adjourn

Executive Sessions: The City Council for the City of Brenham reserves the right to convene into executive session at any time during the course of this meeting to discuss any of the matters listed, as authorized by Texas Government Code, Chapter 551, including but not limited to §551.071 - Consultation with Attorney, §551.072 - Real Property, §551.073 - Prospective Gifts, §551.074 - Personnel Matters, §551.076 - Security Devices, §551.086 - Utility Competitive Matters, and §551.087 - Economic Development Negotiation

CERTIFICATION

I certify that a copy of the October 13, 2022 agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan St., Brenham, TX on Monday, October 10, 2022 at 10:00 a.m.

Jeana Bellinger, TRMC, CMC

City Secretary

Disability Access Statement: This meeting is wheelchair accessible. The accessible entrance is located at the Vulcan Street entrance to the City Administration Building. Accessible parking spaces are located adjoining the entrance. Auxiliary aids and services are available upon request (interpreters for the deaf must be requested twenty-four (24) hours before the meeting) by calling (979) 337-7567 for assistance.

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the _____ day of _____, 2022 at _____ AM PM.

Signature

Title

PROCLAMATION

WHEREAS, The interest in and need for greater access to safe and effective non-drug, noninvasive approaches to pain management has increased;

WHEREAS, The American College of Physicians (ACP) released updated low-back pain treatment guidelines in 2017 that promote the use of noninvasive, non-drug approaches such as spinal manipulation as a first line of defense against back pain, before the use of pain medications and surgery;

WHEREAS, The CDC in its draft 2022 prescribing guidelines also promotes diverse approaches and varied pain management solutions and specifically encourages use of no-drug therapies as a first line of treatment for subacute and chronic pain and even some types of acute pain;

WHEREAS, Doctors of chiropractic, who focus on the whole person with their non-drug, noninvasive treatments for pain management – most notably spinal manipulation – can play an important role in helping patients lessen their reliance on pain medications;

WHEREAS, There is a growing body of research supporting the early use of chiropractic spinal manipulation in helping patients with chronic low-back pain to reduce or eliminate their need later for prescription opioid pain medications and surgery;

WHEREAS, With the theme “Chiropractic: On the Frontline for Pain,” Chiropractic Health Month 2022 serves as a reminder to citizens of Brenham, Texas that non-drug treatments for low-back such as spinal manipulation provided by doctors of chiropractic can help to lessen or eliminate the need for riskier, potentially addictive treatments and should be utilized where appropriate before starting prescription opioid pain medications.

NOW, THEREFORE, I, Milton Y. Tate Jr., Mayor of the City of Brenham, do hereby proclaim month of October 2022 as

Chiropractic Health Month

In Witness, Whereof, I have set my hand and affixed the Seal of Brenham.



Milton Y. Tate Jr.
Milton Y. Tate Jr.
Mayor

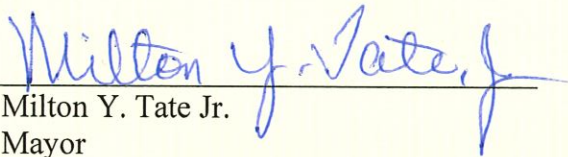
PROCLAMATION

- WHEREAS,** One in eight women will be diagnosed with breast cancer in their lifetime and 43,250 will lose their life to breast cancer this year; and
- WHEREAS,** Breast cancer is the second most commonly diagnosed form of cancer for women in the United States and remains the second leading cause of cancer death among American women; and
- WHEREAS,** Mammography, an “x-ray of the breast,” is recognized as the single most effective method of detecting breast changes long before physical symptoms can be seen or felt. Early detection and improved treatment is believed to have significantly reduced the number of deaths caused by breast cancer; and
- WHEREAS,** Researchers, scientists, and numerous nonprofit organizations, are dedicated to discovering the cure for breast cancer. During the month of October, we acknowledge the extraordinary commitment and effort invested in this cause; and
- WHEREAS,** We recognize that over two and a half million Americans are breast cancer survivors that give us hope of a better future; and
- WHEREAS,** Baylor Scott & White - The Brenham Clinic calls upon all citizens to observe this day by wearing the color pink along with participating in appropriate programs, activities and ceremonies;
- NOW, THEREFORE, I,** Milton Y. Tate Jr., Mayor of the City of Brenham, do hereby proclaim Thursday, October 20, 2022, as

PAINT THE TOWN PINK

In Witness, Whereof, I have set my hand and affixed the Seal of Brenham.




Milton Y. Tate Jr.
Mayor

PROCLAMATION

- WHEREAS,** Pickard High School, originally know as East End School was established in 1875, and
- WHEREAS,** East End School, an esteemed school known for its high standards, became known as Pickard High School in honor of Mr. A. R. Pickard; and
- WHEREAS,** Mr. Washington Irving Alton, Sr. became principal and served 29 years, retiring at the end of the 1967-1968 school year; and
- WHEREAS,** Larry Don Crawford, class president, and Evelynia Harris Graves, graduates of the last graduating class at Pickard High School organized a 30th class reunion in 1997 for all classmates and teachers of; and
- WHEREAS,** It is requested that all students come together to celebrate the 55th reunion year with a luncheon; and
- WHEREAS,** The City of Brenham is proud to honor all students and teachers that attended and/or graduated from Pickard High School on this 55th-year class reunion;

NOW, THEREFORE I, Milton Y. Tate, Jr., Mayor of the City of Brenham, do hereby proclaim Thursday, October 13, 2022, as

Pickard High School Last Graduating Class (1967) Reunion Day

In Witness, Whereof, I have set my hand and affixed the Seal of Brenham.



Milton Y. Tate, Jr.
Milton Y. Tate Jr.
Mayor

PROCLAMATION

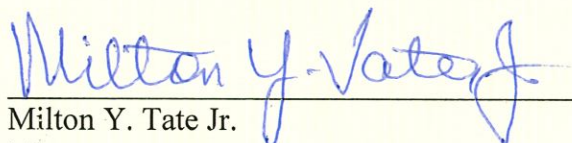
- WHEREAS,** Adult & Teen Challenge of Texas was founded in 1968, with the Brenham Campus opening in 2013, as one of their six campuses operating throughout the State of Texas, providing recovery services to adults in every social background; and
- WHEREAS,** The mission of the Adult & Teen Challenge is to provide individuals and families with an effective and comprehensive faith-based solution to life-controlling drug and alcohol problems, so they may become productive members of society; and
- WHEREAS,** Adult & Teen Challenge strives to help participants become mentally sound, emotionally balanced, socially adjusted, physically well, and spiritually alive; and
- WHEREAS,** The Brenham Men's Campus of Adult & Teen Challenge of Texas will be hosting their annual banquet on October 21, 2022, at the Brenham Cowboy Church;

NOW, THEREFORE I, Milton Y. Tate Jr., Mayor of the City of Brenham, do hereby proclaim October 21, 2022 as

ADULT & TEEN CHALLENGE OF TEXAS DAY

In Witness, Whereof, I have set my hand and affixed the Seal of Brenham.



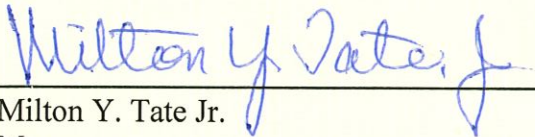

Milton Y. Tate Jr.
Mayor

PROCLAMATION

- WHEREAS,** The City of Brenham, Texas is committed to ensuring the safety and security of all those living in and visiting Brenham; and
- WHEREAS,** Fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and
- WHEREAS,** According to the National Fire Protection Association fire departments in the United States responded to 356,500 home fires; and
- WHEREAS,** Smoke alarms alert you to danger in the event of fire and working smoke alarms cut the risk of dying in reported home fires in half; and
- WHEREAS,** Brenham residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and
- WHEREAS,** Brenham first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention, and protection education; and
- WHEREAS,** Brenham residents that are responsive to public education measures are better able to take personal steps to increase their safety from fire, especially in their homes; and
- WHEREAS,** The 2022 Fire Prevention Week™ theme, “Fire won’t wait. Plan your escape.™,” effectively serves to remind Brenham it is important to have a home fire escape plan.

NOW, THEREFORE I, Milton Y. Tate Jr., Mayor of the City of Brenham, do hereby proclaim October 9-15, 2022, as:

FIRE PREVENTION WEEK


Milton Y. Tate Jr.
Mayor

Brenham City Council Minutes

A special meeting of the Brenham City Council was held on Monday, September 26 2022 beginning at 8:30 a.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members Present:

Mayor Pro Tem Clint Kolby
Councilmember Shannan Canales
Councilmember Leah Cook
Councilmember Atwood Kenjura
Councilmember Adonna Saunders

Members Absent:

Mayor Milton Y. Tate, Jr.
Councilmember Albert Wright

City of Brenham Staff present:

City Manager Carolyn Miller, City Attorney Cary Bovey, City Secretary Jeana Bellinger, General Manager of Public Utilities Debbie Gaffey, Deputy General Manager of Public Utilities Alton Sommerfield, Human Resources Director Susan Nienstedt, Fire Chief Roger Williams, Strategic Budget Officer Tim McRoberts, Shawn Bolenbarr, Ande Bostain, and Jennifer Hill.

Citizens/Others Present:

John Young

Media Present:

Jason May, Brenham Banner-Press; and Josh Blaschke, KWHI

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – Councilmember Canales**
- 3. Citizens Comments**

There were no citizen comments heard.

PUBLIC HEARING

4. Proposed Budget for Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023

- **The FY2022-23 proposed budget for the City of Brenham will raise more revenue from total property taxes than last year's budget by an amount of \$1,510,287.00, which is a 19.20 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$293,274.00**

Mayor Pro Tem Kolby opened the Public Hearing

Strategic Budget Officer Tim McRoberts presented this item. McRoberts explained that the FY2022-23 Proposed Budget includes appropriations of operating resources for 33 separate funds and authorizes \$91.8 million in expenditures. McRoberts advised that the purpose of this Public Hearing is to receive citizen input on the proposed budget

Citizen John Young questioned why a 19% percent increase in this year's budget due to the current economic conditions. McRoberts explained that most of the additional \$1.5 million are for existing personnel costs and that due to inflation this budget just barely covers our current expenses in other areas. McRoberts stated that due to the increase in property values the city is simply trying to protect the tax rate in order to maintain current service levels.

City Manager Carolyn Miller explained that the additional \$1.5 million is not all going to the General Fund to cover expenses. About \$400,000 are going into the Tax Increment Reinvestment Zone (TIRZ) fund; \$557,000 to debt service for the engineering and design of Fire Station No. 2; and the remaining \$600,000 will be used to purchase six police vehicles and fund unexpected legal fees.

Mayor Pro Tem Kolby closed the Public Hearing.

5. Proposed Tax Rate of \$0.4737 per \$100.00 Valuation for Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023

Mayor Pro Tem Kolby opened the Public Hearing.

Strategic Budget Officer Tim McRoberts presented this item. McRoberts advised that the Washington County Appraisal District has certified estimates of the taxable values for the 2022 Tax Year with an overall increase in property values of 27%. A property tax rate of \$0.4737 per \$100 valuation is being proposed to fund the FY2022-23 budget. McRoberts stated that although the proposed rate of \$0.4737 is more than a 2-cent decrease from the current rate of \$0.4940, due to increased property values, the proposed rate is above the no new revenue rate and will produce higher tax revenues.

Mayor Pro Tem Kolby closed the Public Hearing.

REGULAR SESSION

6. Discuss and Possibly Act Upon an Ordinance on Its First Reading Adopting the Budget for Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023

Strategic Budget Officer Tim McRoberts presented this item. McRoberts advised that the proposed FY2022-23 budget has been developed in compliance with the Property Tax Code, Local Government Code, and City Charter. The proposed budget includes appropriations of operating resources for 33 separate funds and authorizes \$91.8 million in expenditures. The proposed budget is on the City's website and on file with the City Secretary.

A motion was made by Councilmember Canales and seconded by Councilmember Kenjura to approve an Ordinance on its first reading adopting the budget for fiscal year beginning October 1, 2022 and ending September 30, 2023.

Mayor Pro Tem Kolby called for a record vote. The motion passed with Council voting as follows:

Mayor Milton Y. Tate, Jr.	Absent
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Absent

7. Discuss and Possibly Act Upon Ratification of the Property Tax Increase Reflected in the Proposed Budget for Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023, Which Raises More Revenue from Property Taxes than Last Year's Budget

Strategic Budget Officer Tim McRoberts presented this item. McRoberts advised that in compliance with Local Government Code, if a municipal budget raises more property taxes than in the previous year's budget, City Council must formally ratify a property tax increase.

A motion was made by Councilmember Saunders and seconded by Councilmember Cook to ratify the property tax increase reflected in the proposed budget for the fiscal year beginning October 1, 2022 and ending September 30, 2023, which raises more revenue from property taxes than the previous year's budget.

Mayor Pro Tem Kolby called for a vote. The motion passed with Council voting as follows:

Mayor Milton Y. Tate, Jr.	Absent
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Absent

8. Discuss and Possibly Act Upon an Ordinance on Its First Reading Levying Property Taxes for the Tax Year 2022 for the City of Brenham at \$0.4737 per \$100.00 Valuation

Strategic Budget Officer Tim McRoberts presented this item. McRoberts advised that the proposed FY2022-23 budget includes a tax rate of \$0.4737 per \$100 valuation which has two components: maintenance and operations (M&O) and interest and sinking (I&S). The proposed tax rate of \$0.4737 will allocate \$0.3297 to the General Fund for maintenance and operations, and the balance of \$0.1440 to the Debt Service Fund for interest and sinking. The City has complied with all the notices and publications as required by the Tax Code.

A motion was made by Councilmember Canales and seconded by Councilmember Kenjura that the property tax rate be increased by the adoption of a tax rate of \$0.4737, which is effectively a 19.44% increase in the tax rate.

Mayor Pro Tem Kolby called for a record vote. The motion passed with Council voting as follows:

Mayor Milton Y. Tate, Jr.	Absent
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Absent

9. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the Rate Tariff Schedule for the City of Brenham Gas Rates

Public Utilities Project Manager Shawn Bolenbarr presented this item. Bolenbarr explained that due to the rising cost of supplies and materials, the City wishes to adjust the tap fee pricing for the Natural Gas Rate Schedules G-K and add verbiage to the Special Conditions of Service sections in the Natural Gas Tariff.

Bolenbarr explained that the following changes are being recommended:

- Adjust the tap fee rates for services 1” through 4” based on the actual cost of installing the service.
- Add a per foot charge for gas service over 100’ based on actual cost.
- Add a meter connection fee for installing a meter on a service that has an existing meter loop. This fee will be based on the actual cost of installing the meter.
- Add a meter upsizing fee based on the actual cost of installing the service
- Added verbiage to help clarify what fees will be based on actual cost.
- Add to the Special Conditions of Service sections of the tariff that at the request of the customer, there will be a \$50 dollar fee for turning a gas service on/off during working hours and an additional \$25 fee for after hours.

A motion was made by Councilmember Canales and seconded by Councilmember Saunders to approve an Ordinance on its first reading amending the Rate Tariff Schedule for the City of Brenham Gas Rates.

Mayor Pro Tem Kolby called for a vote. The motion passed with Council voting as follows:

Mayor Milton Y. Tate, Jr.	Absent
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Absent

10. Administrative/Elected Officials Report

City Manager Carolyn Miller updated the City Council on the following:

- This week is the end of the fiscal year so inventory will be conducted at Central Warehouse on Friday.

Council adjourned into Executive Session at 8.54 a.m.

EXECUTIVE SESSION

- 11. Section 551.086 - Texas Government Code - Utility Competitive Matters - City of Brenham Gas Utility System - Gas Supply and Transportation Arrangements and Agreements, and Associated Matters**
- 12. Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding Aviators Plus, LLC v. City of Brenham, Texas; Cause No. 37896; 21st Judicial District Court, Washington County, Texas**

Executive Session adjourned at 9:30 a.m.

The meeting was adjourned.

Clint Kolby
Mayor Pro Tem

Jeana Bellinger, TRMC, CMC
City Secretary

DRAFT

Brenham City Council Minutes

A special meeting of the Brenham City Council was held on September 29, 2022 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members Present:

Mayor Milton Y. Tate, Jr.
Mayor Pro Tem Clint Kolby
Councilmember Shannan Canales
Councilmember Leah Cook
Councilmember Atwood Kenjura

Members Absent:

Councilmember Adonna Saunders
Councilmember Albert Wright

City of Brenham Staff present:

City Manager Carolyn Miller, City Attorney Cary Bovey, City Secretary Jeana Bellinger, General Manager of Public Utilities Debbie Gaffey, Deputy General Manager of Public Utilities Alton Sommerfield, Director of Development Services Stephanie Doland, Director of Finance Stacy Hardy, Police Chief Ron Parker, Fire Chief Roger Williams, Human Resources Director Susan Nienstedt, Strategic Budget Officer Tim McRoberts, Purchasing Supervisor Kyle Branham, Shawn Bolenbarr, Cherry Prewitt and Karen Stack

Citizens/Others Present:

Derek Walton

Media Present:

Lucas Banda, Brenham Banner-Press; and Josh Blaschke, KWHI

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – Councilmember Atwood Kenjura**

3. Citizens Comments

No comments were heard.

CONSENT AGENDA

4. Statutory Consent Agenda

- 4-a. Approve the Minutes from September 1, 2022 Regular Meeting, the September 12, 2022 Special Meeting, and the September 15, 2022 Regular Meeting
- 4-b. Approve Ordinance No. O-22-022 on Its Second Reading Amending the Rate Tariff Schedule for the City of Brenham Gas Rates
- 4-c. Approve Resolution No. R-22-029 Reauthorizing the Investment Policy and Strategy for the City of Brenham

A motion was made by Councilmember Cook and seconded by Councilmember Canales to approve the Statutory Consent Agenda Items 4.a. thru 4.c. as presented.

Mayor Tate called for a vote. The motion passed with Council voting as follows:

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	Yes
Councilmember Adonna Saunders	ABSENT
Councilmember Albert Wright	ABSENT

REGULAR SESSION

5. Discuss and Possibly Act Upon Ordinance No. O-22-023 on Its Second Reading Adopting the Budget for Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023

Budget Officer Timothy McRoberts presented this item. McRoberts explained that the proposed FY2022-23 budget has been developed in compliance with the Property Tax Code, Local Government Code, and City Charter. The proposed budget includes appropriations of operating resources for 33 separate funds and authorizes \$91.8 million in expenditures. The proposed budget is on the City's website and on file with the City Secretary.

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Canales to approve Ordinance No. O-22-023 on its second reading adopting the budget for Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023.

Mayor Tate called for a record vote. The motion passed with Council voting as follows:

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	Yes
Councilmember Adonna Saunders	ABSENT
Councilmember Albert Wright	ABSENT

6. Discuss and Possibly Act Upon Ordinance No. O-22-024 on Its Second Reading Levying Property Taxes for the Tax Year 2022 for the City of Brenham at \$0.4737 per \$100 Valuation

Budget Officer Timothy McRoberts presented this item. McRoberts explained that the proposed FY2022-23 budget includes a tax rate of \$0.4737 per \$100 valuation which has two components: maintenance and operations (M&O) and interest and sinking (I&S). The proposed tax rate of \$0.4737 will allocate \$0.3297 to the General Fund for maintenance and operations, and the balance of \$0.1440 to the Debt Service Fund for interest and sinking.

A motion was made by Councilmember Canales and seconded by Mayor Pro Tem Kolby to approve Ordinance No. O-22-024 on its second reading levying property taxes for the Tax Year 2022 for the City of Brenham at \$0.4737 per \$100 valuation.

Mayor Tate called for a record vote. The motion passed with Council voting as follows:

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	Yes
Councilmember Adonna Saunders	ABSENT
Councilmember Albert Wright	ABSENT

7. Discuss and Possibly Act Upon Resolution No. R-22-030 Authorizing the Acceptance of Public Improvements in the Liberty Village Subdivision, Phase 2A

Director of Development Services Stephanie Doland presented this item. Doland explained that DR Horton began construction of the Liberty Village Subdivision in 2020 which at build out will include the development of 321 single-family home lots, a neighborhood park and two detention ponds. Doland stated that Phase 1 of the Subdivision includes 122 single-family home lots, and the infrastructure was completed and accepted by the City Council in May 2021.

Doland stated that the second phase of construction began in March of 2021 for the construction of multiple residential streets, sidewalks, a lift station, detention pond and an additional 96 lots. Phase two consists of approximately 23.317 acres of land in which the infrastructure has been divided into Phase 2A and Phase 2B. In Phase 2A, DR Horton has completed infrastructure improvements (water, sanitary sewer, streets, sidewalks, and storm drainage) for the 96-lots, including sidewalks; therefore, these improvements are ready for acceptance by the City of Brenham.

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Kenjura to approve Resolution No. R-22-030 authorizing the acceptance of public improvements in the Liberty Village Subdivision, Phase 2A.

Mayor Tate called for a vote. The motion passed with Council voting as follows:

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	Yes
Councilmember Adonna Saunders	ABSENT
Councilmember Albert Wright	ABSENT

8. Discuss and Possibly Act Upon Change Order No. 1 to the Service Agreement with Bassco Services, Inc. Related to the Design, Construction and Installation of the Fuel Farm at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation

Director of Development Services Stephanie Doland presented this item. Doland explained that on January 24, 2022 Council authorized staff to proceed with the purchase, delivery and installation of the former Marathon Oil fuel farm and associated equipment (pumping, filtration, motors, etc.) from Alberth Aviation. Doland stated that on May 19, 2022 the City Council approved a Professional Services Agreement with BASSCO Services, Inc for the rebuild of the Brenham Fuel Farm with an initial contract amount of \$232,012.38 which included three phases: design, construction and installation.

Doland explained that during the design phase of the project it was determined that additional materials, not originally included in the scope, are necessary for the desired performance of the fuel farm and that this material change results in approximately a \$12,170 change order. Doland also explained that three canopies are needed over the point-of-sale system to provide shade during the day and lighting at night to allow patrons operating the self-serve facility the visibility required to fuel and that the cost of the three canopies is \$30,900.

Doland stated that staff is requesting approval of this change order in the amount of \$43,070 for the additional tank equipment and the three canopies.

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Canales to approve Change Order No. 1 to the Service Agreement with Bassco Services, Inc. related to the design, construction and installation of the fuel farm at the Brenham Municipal Airport, in the amount of \$43,070.00, and authorize the Mayor to execute any necessary documentation.

Mayor Tate called for a vote. The motion passed with Council voting as follows:

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	Yes
Councilmember Adonna Saunders	ABSENT
Councilmember Albert Wright	ABSENT

9. Administrative/Elected Officials Report

City Manager Carolyn Miller advised the City Council of the following:

- Special City Council meeting on Monday, October 3rd at 8:30 a.m. for consideration of the fuel supply contract for the Brenham Municipal Airport
- Next regular City Council meeting will be on Thursday, October 13th
- Texas Municipal League's Annual Conference is next week Tuesday through Friday

Council adjourned into Executive Session at 1:14 p.m.

EXECUTIVE SESSION

10. Section 551.072, Texas Government Code - Deliberation Regarding Real Property - Discussion Regarding the Purchase, Exchange and/or Acquisition of Real Property for City of Brenham Sanitary Sewer Improvements and Facilities

11. **Section 551.086 - Texas Government Code - Utility Competitive Matters - City of Brenham Gas Utility System - Gas Supply and Transportation Arrangements and Agreements, and Associated Matters**
12. **Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding Aviators Plus, LLC v. City of Brenham, Texas; Cause No. 37896; 21st Judicial District Court, Washington County, Texas**

Executive Session adjourned at 1:25 p.m.

13. **Discuss and Possibly Take Action Regarding the Purchase, Exchange and/or Acquisition of Real Property for City of Brenham Sanitary Sewer System Improvements and Facilities**

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Canales that the City Manager be authorized to negotiate the purchase, exchange and/or acquisition of real property for City of Brenham sanitary sewer system improvements and facilities, and to execute any necessary documentation.

Mayor Tate called for a vote. The motion passed with Council voting as follows:

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	Yes
Councilmember Adonna Saunders	ABSENT
Councilmember Albert Wright	ABSENT

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary



Regular City Council
AGENDA ITEM 7-B.

Agenda Item: Approve Final Payment to MBC Management in the Amount of \$20,770.98 for the Construction of the Additional Parking Lot at the Blue Bell Aquatic Center and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-October 13, 2022

Department: Public Works

Staff Contact: Dane Rau

SUMMARY STATEMENT:

During last year's funding cycle, BCDC allocated \$250,000 to provide easier access to the Therapy Pool by allowing a 12-bay parking lot to be constructed. In May, City Council accepted the bids to construct a parking lot in which MBC Managemnet Inc. was the low bidder. The construction costs approved was valued at \$153,728. MBC Managemnet Inc. has completed the parking lot work along with some sidewalks and it has been determined by Strand and the City of Brenham that this work is substantially complete. All seeding has taken place along with meeting ADA requirements. The parking lot looks great and we are happy to have a parking lot that serves the therapy pool users. This parking lot will open this week following Clean Sweep Week at the Aquatic Center.

We would ask council to approve the final payment (Pay App #4) to MBC Managemnet Inc in the amount of \$20,770.98 All funding will be associated with BCDC funds that are derievd from a portion of the sales tax throughout the year.

ATTACHMENTS:

- (1) Pay Application #4 and Final
- (2) Final Completion Letter
- (3) Consent of Surety
- (4) Power of Attorney
- (5) Certification of Payment
- (6) Certificate of Final Completion

RECOMMENDED ACTION:

Approve final payment to MBC Management in the amount of \$20,770.98 for the construction of the additional parking lot at the Blue Bell Aquatic Center and authorize the Mayor to execute any necessary documentation.

APPLICATION FOR PAYMENT NO. 4 & FINAL
TO OWNER: CITY OF BRENHAM, 200 WEST VULCAN, BRENHAM, TEXAS 77833
FROM CONTRACTOR: MBCM MANAGEMENT INC., 7984 HWY 6, NAVASOTA, TX 77868
PROJECT: BLUE BELL AQUATIC CENTER ADDITIONAL PARKING
STRAND PROJECT NO. 3900.258

CONTRACT AWARDED: May 5, 2022
PERIOD FROM: June 13, 2022
CONST. TIME ALLOTTED: 90

NOTICE TO PROCEED: June 13, 2022
PERIOD TO: September 27, 2022
TIME USED: 107
MBC INVOICE: 22-COB-317

ITEM	BASE BID	CONTRACT QUANTITY	UNIT	PREVIOUS PERIOD	CURRENT PERIOD	TOTAL	UNIT PRICE	TOTAL VALUE OF WORK COMPLETED
1	Mobilization	LS	1	1	0	1	\$ 2,000.00	\$ 2,000.00
2	Remove and replace existing swing gate	EA	1	1	0	1	\$ 12,000.00	\$ 12,000.00
3	Remove and dispose of existing concrete sidewalk	SY	255	255	0	255	\$ 13.72	\$ 3,498.60
4	Sawcut, Remove and dispose of existing 2' wide concrete strip and curb	LF	60	60	0	60	\$ 46.66	\$ 2,799.60
5	Remove and dispose of existing dual 18-inch CMP and sloped end treatments	LS	1	1	0	1	\$ 1,500.00	\$ 1,500.00
6	Construct concrete curb	LF	294	294	0	294	\$ 7.00	\$ 2,058.00
7	Construct 6" thick reinforced concrete pavement	SY	910	910	0	910	\$ 60.00	\$ 54,600.00
8	Construct 4" thick reinforced concrete sidewalk	SY	225	225	0	225	\$ 72.44	\$ 16,299.00
9	Lime or Lime/Fly-ash Stabilized Subgrade To an 6-inch Depth	SY	1085	1085	0	1085	\$ 0.74	\$ 802.90
10	Lime (6% by Weight)	TON	16	16	0	16	\$ 300.00	\$ 4,800.00
11	Install 12-inch RCP storm sewer by open cut	LF	7	7	0	7	\$ 135.71	\$ 949.97
12	Install 18-inch RCP storm sewer by open cut	LF	47	47	0	47	\$ 138.30	\$ 6,500.10
13	Construct 4:1 sloped end treatment on 12"RCP	EA	1	1	0	1	\$ 2,250.00	\$ 2,250.00
14	Construct 4:1 sloped end treatment on 18"RCP	EA	1	1	0	1	\$ 2,500.00	\$ 2,500.00
15	Construct sloped end treatment on 2-18"RCP W/ energy dissipator blocks	EA	1	1	0	1	\$ 3,500.00	\$ 3,500.00
16	Construct outfall restrictor structure	EA	1	1	0	1	\$ 3,000.00	\$ 3,000.00
17	Construct ADA curb ramp	EA	1	1	0	1	\$ 2,000.00	\$ 2,000.00
18	Install Handicap accessible parking sign	EA	3	3	0	3	\$ 200.00	\$ 600.00
19	Install Handicap van accessible parking sign	EA	3	3	0	3	\$ 200.00	\$ 600.00
20	Unclassified excavation	CY	590	590	0	590	\$ 7.63	\$ 4,501.70
21	Embankment	CY	220	0	220	220	\$ 15.90	\$ 3,498.00
22	Haul Unclassified spoils to alternate location	CY	370	370	0	370	\$ 30.00	\$ 11,100.00
23	Install Wheelstop	EA	12	12	0	12	\$ 133.33	\$ 1,599.96
24	Perform striping	LS	1	1	0	1	\$ 770.00	\$ 770.00
25	Site restoration, seeding and cleanup	LS	1	0	1	1	\$ 2,500.00	\$ 2,500.00
26	Construction entrance/exit	EA	1	1	0	1	\$ 3,500.00	\$ 3,500.00
27	Install Silt Fence and Inlet protection	LS	1	1	0	1	\$ 2,000.00	\$ 2,000.00
28	Traffic Control	LS	1	1	0	1	\$ 2,000.00	\$ 2,000.00

Original Contract: \$ 153,727.83
Plus Additions: \$ -
Less Deductions: \$ -
Adjusted Contract: \$ 153,727.83

Value of Work Performed to Date \$ 153,727.83
Plus Materials Stored at Close of Period \$ -
Net Amt Earned to Date \$ 153,727.83
Less 10% Retainage
Subtotal \$ 153,727.83
Less Previous Pay Applications \$ 132,956.85
Amount \$ 20,770.98

AFFIDAVIT & CERTIFICATION OF PAY APPLICATION BY CONTRACTOR

STATE OF TEXAS
COUNTY OF WASHINGTON

WHEREAS, the undersigned, Jacob Malek, who being duly sworn, on oath, says that he is the legal representative of Mercer Construction Company, has been employed by City of Brenham to furnish labor and materials for the installation of the Blue Bell Aquatic Center Additional Parking Project in Brenham, Texas.

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

BY: Jacob Malek
MBC MANAGEMENT INC
JACOB MALEK

DATE: 9/29/2022

TITLE: VP / Project Manager

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 4th DAY OF October, 2022

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

RECOMMENDED BY: [Signature] DATE: 10/8/22
STRAND ASSOCIATES, INC. *

APPROVED BY: _____ DATE: _____
CITY OF BRENHAM, TEXAS



Strand Associates, Inc.®

1906 Niebuhr Street
Brenham, TX 77833
(P) 979.836.7937
www.strand.com

October 5, 2022

Mr. Dane Rau, Public Works Director
City of Brenham
200 West Vulcan Street
Brenham, TX 77833

Mr. Jacob Malek, Vice President
MBC Management, Inc.
7894 Highway 6
Navasota, TX 77868

Re: Blue Bell Aquatic Center Additional Parking
Contract No. 2021-05
City of Brenham, Texas

Dear Dane and Jacob,

In accordance with Article 15.03 of the General Conditions and based on the comments received by Strand Associates, Inc.® from the City of Brenham September 6, 2022, this letter is a Final Certificate of Substantial Completion for the remainder of the project for Contract No. 2021-05. This certificate includes by reference the Preliminary Certificate of Substantial Completion dated October 6, 2022, and the punch List of Items to be Completed or Corrected that was enclosed with that certificate.

The Preliminary Certificate of Substantial Completion fixed the Substantial Completion date at September 2, 2022.

Please call 979-836-7937 if there are any questions.

Sincerely,

STRAND ASSOCIATES, INC.®

Dwayne Gajewski

Enclosures

c/enc: Matt Yentz, Strand Associates, Inc.®

TBPE No. F-8405
TBPLS No. 10030000

3900.258\DEG\cdj\BRE\Documents\Specifications\Archive\2022\Brenham, City of\3900.258.2021-05.DEG(16) Specification Letters(g) Final Certificate of Substantial Completion\10052022.docx

October 5, 2022

Mr. Dane Rau, Public Works Director
City of Brenham
200 West Vulcan Street
Brenham, TX 77833

Re: Blue Bell Aquatic Center Additional Parking
Contract No. 2021-05
City of Brenham, Texas

Dear Mr. Rau:

In accordance with the General Conditions, the above-referenced project was inspected on September 2, 2022. Based on this inspection, we have included in this preliminary certificate a date of September 2, 2022, for Substantial Completion of the project.

A punch List of Items to be Completed or Corrected, which were noted during this inspection, is enclosed.

In accordance with the General Conditions, at the time of delivery of the Preliminary Certificate of Substantial Completion, ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance, and warranties. It is our recommendation that all the requirements of the Contract Documents be followed as to division of responsibilities between OWNER and CONTRACTOR, and it is not our intent to change any of these requirements through the following recommendations.

Contract Bonds and Insurance requirements are included in Article 6 of the General Conditions and Supplementary Conditions. As specified in Article 6.01 of the General Conditions, the Performance and Payment Bonds shall remain in effect at least until one year after the date when final payment becomes due.

As specified in the General Conditions and Supplemental General Conditions, CONTRACTOR shall continue to provide Contractor's Liability Insurance for the complete project until final payment is made and during correction period when CONTRACTOR is completing its Contract obligations and include completed operations coverage for a period of three years after final payment.

As specified in the General Conditions and Supplementary Conditions, CONTRACTOR shall continue to provide property insurance for the complete project until final payment is made.

Concerning safety, we recommend that OWNER be responsible for safety of its work and operations and that CONTRACTOR be responsible for its work and operations. Occupational Safety and Health Act of 1970 and other federal and state requirements apply to both parties.

Contract correction period is included in Article 15.08 of the General Conditions and Supplementary Conditions. Beneficial occupancy or use by OWNER does not constitute acceptance.

TBPE No. F-8405
TBPLS No. 10030000

3900.258\DEG:cdj\R\BRE\Documents\Specifications\Archive\2022\Brenham, City of\3900.258.2021-05.DEG(16) Specification Letters(f) Preliminary Certificate of Substantial Completion\10052022.docx

Mr. Dane Rau, Public Works Director
City of Brenham
Page 2
October 5, 2022

Please note that, in accordance with Article 15.03, OWNER has seven days after receipt of this Preliminary Certificate of Substantial Completion during which to make written objection to ENGINEER as to any provisions of the certificate or list of work remaining.

Please call 979-836-7937 if there are any questions.

Sincerely,

STRAND ASSOCIATES, INC.®



Dwayne Gajewski

Enclosures

c/enc: Jacob Malek, Vice President, MBC Management, Inc.
Matt Yentz, Strand Associates, Inc.®



List of Items to be Completed or Corrected
Blue Bell Aquatic Center Additional Parking
Contract 2021-05
City of Brenham, Texas

Original List Date: September 2, 2022 Updated List Date: _____

A. General

1. Install “Van Accessible” signs.
2. Install a joint sealant.
3. Remove the rocks and large debris from the soil.
4. Install erosion control measures in front of the outlet control structure and on the west side of the new sidewalk near the Brenham Middle School.
5. Place seeding.
6. Completed inspection needed by Eddie Hare.

c: Matt Yentz, Strand Associates, Inc.®

SUBSTANTIAL COMPLETION INSPECTION

PROJECT: Blue Bell Aquatic Center Additional ParkingCONTRACT No.: 2021-05 PROJECT No.: 3900.258TO: MBC ManagementContractor Jacob MalekAddress for Written Notice N/A Document distributed via email

1.01 DATE OF SUBSTANTIAL COMPLETION INSPECTION

The Work performed under the Contract was inspected on September 2, 2022.

1.02 ATTENDEES

Dane Rau - City of Brenham

Dwayne Gajewski - Strand Associates

Jacob Malek - MBC Management

Joey Malek - MBC Management

1.03 PUNCH LIST

The items listed below were noted by the Project representative required for Contractor completion within 30 days:

1. Install Van Accessible signs.
2. Install joint sealant.
3. Remove rocks and large debris from soil.
4. Install erosion control measures in front of outlet control structure and on west side of new sidewalk near Middle School.
5. Place seeding.
6. Eddie Hare has been contacted to perform his inspection.

END OF DOCUMENT

MERCHANTS
BONDING COMPANY

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

**CONSENT OF SURETY
TO FINAL PAYMENT**

OWNER ☒
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

Bond No. TXC615608

TO OWNER:

City of Brenham
200 West Vulcan
Brenham, TX 77833

ARCHITECT'S PROJECT NO.: 3900.258

CONTRACT FOR:
BLUE BELL AQUATIC CENTER ADDITIONAL
PARKING

PROJECT:

BLUE BELL AQUATIC CENTER ADDITIONAL PARKING

CONTRACT DATED: 06/13/2022

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Merchants Bonding Company (Mutual)
P.O. Box 14498
Des Moines, Iowa 50306-3498

, SURETY,

on bond of

(Insert name and address of Contractor)

MBCM Management, Inc.
7984 Hwy 6
Navasota, TX 77868

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not
relieve the Surety of any of its obligations to

(Insert name and address of Owner)

City of Brenham
200 West Vulcan
Brenham, TX 77833

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: 09/29/2022
(Insert in writing the month followed by the numeric date and year.)

Attest:
(Seal):



Merchants Bonding Company (Mutual)
(Surety)


(Signature of authorized representative)

Brandon Eisenman
(Printed name and title)

Attorney-In-Fact

Printed in cooperation with American Institute of Architects (AIA). The
language in this document conforms exactly to the language used in
AIA Document G707-1994 Consent Of Surety to Final Payment.

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Brandon Eisenman

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 12th day of March, 2019.

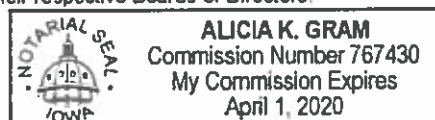


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 12th day of March, 2019, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 30th day of September, 2019.



William Warner Jr.
Secretary

Document 00642

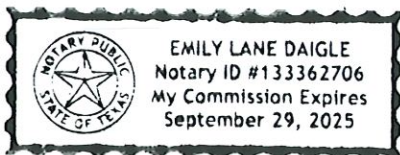
CERTIFICATION OF PAYMENT
TO SUBCONTRACTORS AND SUPPLIERS

The undersigned, JACOB MAERK, states that he is the VICE PRESIDENT,
Affiant Title
of MBCM MANAGEMENT, INC.
Contractor

and that he is duly authorized to execute this Certification of Payment to Subcontractors and Suppliers; that Contractor has made payments to Subcontractors and Suppliers for all labor, materials, equipment, and services furnished to date for Work on Project No. 2021-05 in the amounts for which Contractor has been paid; that the labor, materials, equipment, and services covered by this Certificate of Payment have been furnished in accordance with and all in compliance with the Contract Documents; that no sums have been withheld by Contractor for Subcontractors and Suppliers as a result of any allegations of deficiencies in the Work; and that such payments were made in accordance with the Contract Documents and with the laws of the State of Texas.

[Signature]
Affiant's Signature

SWORN AND SUBSCRIBED before me on 9/27/2022,
Date



[Signature]
Notary Public in and for the State of TEXAS

Emily Daigle
Print or type name

My Commission Expires: 9/29/2025
Expiration Date

END OF DOCUMENT

Document 00641

CERTIFICATE OF FINAL COMPLETION

CERTIFICATE OF FINAL COMPLETION OF: BLUE BELL AQUATIC CENTER ADDITIONAL PARKING

Project No.: 2021-05

Contract Dated: [Contract Date] JUNE 13, 2022

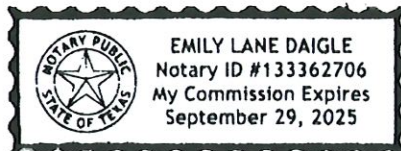
BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared JACOB MALEK who, being by me duly sworn, on his oath says that he or she represents MBCM MANAGEMENT, INC., the Contractor who has performed a contract with the City of Brenham for the construction of the Work described above, and is duly authorized to make this affidavit; that he or she has personally examined the Work described above as required by the Contract documents; that said Work and all items thereof have been completed and all known defects made good; that all surplus material, refuse, dirt and rubbish have been cleaned up and removed or disposed of; that all parts of Work are in a neat, tidy, finished condition and ready in all respects for acceptance by the City; that all gravel or shell roadway surfaces removed during the course of the Work have been replaced in accordance with the Specifications, that rates of pay for all labor employed on said Work have not been below the minimum set out in "Labor Classification and Minimum Wage Scale" in the Contract Documents and that within the knowledge of affiant all just bills for labor and material and for the rental or use of any equipment or apparatus, used in, on, or in connection with the Work have been paid in full by the Contractor.

[Signature]
Affiant's Signature

SWORN AND SUBSCRIBED before me on

9/27/2022

Date



[Signature]
Notary Public in and for the State of TEXAS

Emily Daigle
Print or type name

My Commission Expires: 9/29/2025
Expiration Date

THIS IS TO CERTIFY that I have observed the Work performed by the above named Contractor on the above described Contract and find all things in accordance with the Contract Documents governing this Work to the best of my knowledge and belief.

Resident Project Representative

[Project Manager or Construction Manager]

Approved:

[Title of Approval Authority], [Contracting Department]

END OF DOCUMENT

00641-1
04-01-2017



Regular City Council
AGENDA ITEM 8.

Agenda Item: Discussion and Update on the City of Brenham's Tourism and Marketing Department

Meeting Type: Regular Meeting-October 13, 2022

Department: Tourism & Marketing

Staff Contact: Jennifer Eckermann

SUMMARY STATEMENT:

Tourism is strong in Brenham and Washington County! At the meeting, I will share the latest research from the Texas Tourism Office concerning the impact of our industry on the area.

In addition, I'll have a Q4 update on the work of the amazing Visit Brenham team and will present priority projects for 2023.

ATTACHMENTS:

None

RECOMMENDED ACTION:

No action - discussion only.



Regular City Council
AGENDA ITEM 9.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-22-032
Appointing Cherry Cash Prewitt as Deputy City Secretary

Meeting Type: Regular Meeting-October 13, 2022

Department: Administration

Staff Contact: Jeana Bellinger

SUMMARY STATEMENT:

Cherry Cash Prewitt joined the City Secretary's Office on September 8, 2022 as Deputy City Secretary; however, in accordance with City policy, the City Council must formally appoint her.

Cherry comes to the City of Brenham with over 20 years of experience in municipal government. She worked as Administrator/Planner/Compliance Specialist in the Development Services Department for the City of Punta Gorda, FL for 18 years. A few years ago, she and her husband relocated to Brenham and since 2021 she has been working as an Administrative Assistant in the Engineering Department at the City of Bryan.

ATTACHMENTS:

(1) Resolution R-22-032

RECOMMENDED ACTION:

Approve Resolution No. R-22-032 appointing Cherry Cash Prewitt Deputy City Secretary.

RESOLUTION NO. R-22-032

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS APPOINTING CHERRY CASH PREWITT AS DEPUTY CITY SECRETARY; ESTABLISHING OTHER TERMS AND CONDITIONS RELATED TO THE DEPUTY CITY SECRETARY POSITION.

WHEREAS, the City Council desires to plan for situations in which the City Secretary is unable to or refuses to exercise the powers and perform the duties of the office of City Secretary; and

WHEREAS, Article III, Section 23 of the Brenham City Charter provides that the City Council may create such appointive offices as the City Council deems advisable; and

WHEREAS, the City Council desires to appoint a Deputy City Secretary to exercise the powers and perform the duties of the City Secretary in the event the City Secretary is unable or refuses to carry out the powers and duties of the City Secretary; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Brenham, Texas, that:

1. Cherry Cash Prewitt be appointed Deputy City Secretary and shall exercise the powers and perform the duties of the office of City Secretary in the event that the City Secretary is unable or refuses to carry out the powers and duties of the City Secretary.
2. The Deputy City Secretary shall possess all of the powers and duties of the Office of City Secretary when exercising the powers and performing the duties of the City Secretary as authorized herein.

RESOLVED this the 13th day of October, 2022.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



Regular City Council
AGENDA ITEM 10.

Agenda Item: Discuss and Possibly Act Upon Change Order No. 1 to the Agreement Between the City of Brenham and Avocette Technologies, Inc. and Carasoft Technology Corporation for Online Planning and Permitting Software and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-October 13, 2022

Department: Development Services

Staff Contact: Stephanie Doland

SUMMARY STATEMENT:

On December 16, 2021 City Council unanimously voted to approve an agreement between the City of Brenham and Carahsoft Technology Corporation. Carahsoft is similar to BuyBoard for government IT solutions. Included in the agreement is a multi-year purchase of Accela, a software product that will allow the Department to increase its efficiencies and offer a more streamlined approval process for various applications and services. Accela was created specifically for building and planning departments and as such the software is easy to use by both City Staff and the overall construction industry. Also included is the purchase of DigEplan which is a separate add-on to the Accela software that is focused on providing a customer facing platform that is both intuitive and easy to use regardless if utilized by an architect or a local home owner. Lastly, City Staff proposes to utilize an implementation software provider known as Avocette to guide Staff in the configuring, testing and go-live phases of both the Accela and DigEplan software modules. The Carahsoft contract covers all three companies and the respective products; Accela, Avocette and DigEplan. A one-time implementation cost will be paid to Avocette (\$80,200.00) and an annual fee will be charged by Accela for multiple users of the Building and Planning modules (\$44,883.15 - year 1) and by DigEplan (\$9,462.86 - year 1) for use by the Plan Review Committee. The purchase of the annual licenses and the one-time implementation costs are budgeted expenses included in the fiscal year 2022 – 2023 adopted budget.

Since the agreement was approved the Accela implementation team was formed to include Sarah Hill, Allen Jacobs, Shauna Laauwe, Cody Sorensen and Stephanie Doland. The team has been diligently testing and configuring the software to meet City staff's back office needs as well as modifying the forward-facing Citizens Access Portal which will serve as a one-stop shop for the submittal of applications and permits for review by multiple City departments. The team identified 492 changes across 44 different application (record) types. Included in the original contract was 120 changes.

Attached please find Change Order #1 to the contract with Carahsoft for the amount of \$6,062.50 for the configuration of the additional 372 record changes to the applications and business processes within the Accela platform. Upon approval, the additional \$6,062.50 will be charged to the Development Services Department (122) operating budget.

Staff recommends approval of the change order allowing Avocette to proceed with the changes identified as they are necessary revisions to fit the software to staff needs (business processes) as well as to provide customers with a product that is intuitive and easy to use. Prior to finalizing the 492 record changes City staff worked with Avocette to provide work-arounds and minimize the number of configurations. This process included City Staff completing some configurations in-house with additional training. Many of the remaining changes identified apply across all 44 application types and will improve the application process. Avocette has confirmed that all changes with this configuration will be applied to the Software in such a way that software upgrades will not remove the customizations or result in the need to re-configure the module. Staff finds that the record changes identified are necessary to the operational success of the software and modernizing the permitting process. The current go-live for the software is anticipated in Spring/Summer of 2023.

ATTACHMENTS:

(1) Carahsoft-Avocette-10.05.2022-Change Order #1

RECOMMENDED ACTION:

Approve Change Order No. 1 to the agreement between the City of Brenham and Avocette Technologies, Inc. and Carahsoft Technology Corporation in the amount of \$6,062.50 for Online Planning and Permitting Software and authorize the Mayor to execute any necessary documentation.
--

Government Price Quotation



Avocette at Carahsoft



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

TO: Stephanie Doland
Director of Development Services
City of Brenham
200 W. Vulcan Street
Brenham, TX 77836 USA

FROM: Casey Oesterle
Avocette at Carahsoft
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: sdoland@cityofbrenham.org

EMAIL: Casey.Oesterle@carahsoft.com

PHONE: (979) 337-7269

PHONE: (571) 662-3010 **FAX:** (703) 871-8505

TERMS: GSA Schedule No: GS-35F-0119Y
Term: December 20, 2011 - December 19, 2026
FTIN: 52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Cage Code: 1P3C5
DUNS No: 088365767
UEI: DT8KJHZXVJH5
Business Size: Other than Small
Sales Tax May Apply

QUOTE NO: 35811387
QUOTE DATE: 10/05/2022
QUOTE EXPIRES: 11/04/2022
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$6,062.50

TOTAL QUOTE: \$6,062.50

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	CON-PM	Project Manager (Per Hour) Avocette Services Carahsoft Technology Corporation - CON-PM		\$125.00 GSA	48.5	\$6,062.50
SUBTOTAL:						\$6,062.50
TOTAL PRICE:						\$6,062.50
TOTAL QUOTE:						\$6,062.50

*Services to be provided by Avocette.

Change Order



Agency: City of Brenham TX
Project Code: Accela Civic App Implementations
Contract ID: PO #22-13368
Initiating Department: N/A
Initiated By: City of Brenham TX

CO #: 01
Date: 9/13/2022

PROJECT CHANGE DESCRIPTION/TASK SUMMARY:

- The total number of changes identified in the below linked spreadsheets exceed the 120 changes agreed to in the original statement of work. As part of this change order, Avocette will implement an additional 372 changes to include the full list of changes identified in the below linked documents:

[Brenham - Planning Configuration Tracker.xlsx](#)

[Brenham - Building Configuration Tracker.xlsx](#)

- The City of Brenham requested a custom record type (New Construction) that is outside of scope in terms of complexity and record type options from the original statement of work. This change order includes additional hours to complete the work necessary to address the additional complexity for this record type.

Details of the Change:

New Deliverables – Total Project Cost Impact: \$6,062.50

Deliverable	Description	Cost
CO-02 – Implement Additional Record Changes and Scope	372 additional changes to Civic Apps - Time to complete the work necessary to address additional complexity of New Construction custom record	\$6,062.50

Total Project Schedule Impact: This change will add a minimum of 2 weeks, maximum of 3 weeks, to the project timeline.

Total Project Resource Impact: Avocette project resourcing requirements are included as part of this change.

Total Project Cost Impact: This change will result in an increase to the overall project cost of \$6,062.50.

- BILLING TERMS:** No Change
- EXPIRATION:** 1 Year from Execution of this Change Order.

Change Order

Signature and Acceptance

The above Services will be performed in accordance with this Change Order/Work Authorization and the provisions of the Contract for the purchase, modification, and maintenance of the Accela systems. The approval of this Change Order will act as a Work Authorization for Carahsoft and Avocette and/or City of Brenham to perform work in accordance with this Change Order, including any new payment terms identified in this Change Order. This Change Order takes precedent and supersedes all other documents and discussions regarding this subject matter.

Accepted By: The City of Brenham	Accepted By: Carahsoft Technology Corp.
By:	By:
Print Name:	Print Name:
Title: Project Sponsor	Title:
Date:	Date:



Regular City Council
AGENDA ITEM 11.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-22-033 Authorizing the Submission of a Grant Application to the Office of the Governor, Public Safety Office, Criminal Justice Division for the 2023 Bullet-Resistant Shield Grant Program

Meeting Type: Regular Meeting-October 13, 2022

Department: Police Department

Staff Contact: Sgt. Steven Eilert

SUMMARY STATEMENT:

The Department is seeking approval for submission of a grant application to the Office of the Governor for five (5) Bullet-Resistant Shields. If awarded, this grant will be in the amount of \$20,106.10. There is no matching funds requirement; however, the Police Department will be responsible for adequate training to be provided to meet grant requirements.

ATTACHMENTS:

(1) Resolution R-22-033

RECOMMENDED ACTION:

Approve Resolution No. R-22-033 authorizing the submission of a grant application to the Office of the Governor, Public Safety Office, Criminal Justice Division for the 2023 Bullet-Resistant Shield Grant Program.

RESOLUTION NO. R-22-033

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS APPROVING THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE, CRIMINAL JUSTICE DIVISION FOR THE 2023 BULLET-RESISTANT SHIELD GRANT PROGRAM

WHEREAS, The Office of the Governor is soliciting grant applications for law enforcement agencies to equip peace officers with bullet-resistant shields; and

WHEREAS, The purpose of this program is to equip peace officers as defined by Texas Code of Criminal Procedure 2.12 with National Institute of Justice (NIJ) Level III, III+, or IV bullet-resistant shields; and

WHEREAS, if awarded, the Bullet-Resistant Shield Grant will provide funds for the one-time purchase of five Bullet-Resistant Shields.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Brenham, Texas that:

1. That the City Council hereby finds it in the best interest of the Citizens of Brenham, Texas that the Bullet-Resistant Shield Grant Program project be operated in Fiscal Year 2023-2024.
2. That the City Council hereby authorizes the Police Department staff to submit Grant No. 4663201 in the amount of \$20,106.10 to the Office of the Governor Public Safety Criminal Justice Division.
3. That the City will comply with all requirements of the grant program.
4. That the City Council agrees to provide applicable matching funds for the project as required by the Bullet-Resistant Shield Grant Program.
5. That the City Council agrees that in the even of loss or misuse of the Office of the Governor funds, the City Council assures such funds will be returned to the Office of the Governor in full.
6. That the Mayor is hereby authorized to execute any necessary documentation related to the grant application described herein.

PASSED AND APPROVED on this the 13th day of October, 2022.

Milton Y. Tate, Jr.,
Mayor

ATTEST:



Regular City Council
AGENDA ITEM 12.

Agenda Item: Discuss and Possibly Act Upon Award of Bid for Project No. 2022-01 Related to South Chappell Hill Street and Martin Luther King Jr. Parkway Improvements and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-October 13, 2022

Department: Public Works

Staff Contact: Dane Rau

SUMMARY STATEMENT:

On August 24, 2022, the City of Brenham and Strand Associates opened bids regarding Street and Utility improvements on South Chappell Hill St and Martin Luther King.

During the bid process, there were 4 bid packets received. The bids were broken out in a base bid (Streets Improvements), Alternate 1 (Additional Widening of S. Chappell Hill St), Alternate 2 (Sanitary Sewer Extension on S. Chappell Hill St), and Alternate 3 (Water line extension on S. Chappell Hill St.).

The lowest bid received with accepting all alternates was from Larry Young Paving, Inc which came in at \$2,193,505.05. The base bid is for all concrete on S. Chappell Hill St (From Market St to Nolan St) and Martin Luther King (From Park St to Burleson St) with some curb work and new storm drain inlets. Alternate 1 is for widening S. Chappell Hill St an additional 3' which would make the entire section match and provide for a 3-lane road from Market St to 290 Feeder. Alternate 2 is for the contractor to extend sanitary sewer from Market St approximately 425' up S. Chappell Hill St. Alternate 3 is for extending a water main approximately 460' from Market St to connect to an existing line making a looped feed.

The Street Improvements along with Alternate 1 will be funded by Certificates of Obligations from 2022 and residual funds from previous COs. The utility extensions will be funded with Utility Funds.

These improvements will dramatically improve both roadway sections and by having the utility extension added to the scope of work all can be completed by one contractor, as our crews are short-handed and working on many other pressing needs. These streets were earmarked for upgrades based off the 2020 Street Inventory Study and will benefit the community long-term.

We would like to ask Council to award Bid # 2022-01 with all alternates to Larry Young Paving, Inc, in the total amount of \$2,193,505.05 for the South Chappell Hill Street. and Martin Luther King Street Improvements.

ATTACHMENTS:

- | |
|---|
| (1) Bid Recommendation Letter
(2) Bid Tabulation
(3) Street Improvement Map |
|---|

RECOMMENDED ACTION:

Award Project No. 2022-01, including all alternates, related to the South Chappell Hill Street and Martin Luther King Jr. Parkway Improvements to Larry Young Paving, Inc. in the amount of \$2,193,505.05 and authorize the Mayor to execute any necessary documentation.
--



Strand Associates, Inc.®
1906 Niebuhr Street
Brenham, TX 77833
(P) 979.836.7937
www.strand.com

August 29, 2022

Mr. Dane Rau, Director of Public Works
City of Brenham
200 West Vulcan Street
Brenham, TX 77833

Re: South Chappell Hill Street and Martin Luther King Jr. Parkway Improvements
Project No. 2022-01
City of Brenham, Texas

Dear Mr. Rau:

Bids for the above-referenced Project were opened on August 24, 2022. Four Bids were received with the resulting Bid tabulation enclosed. The low bid of \$2,003,800.75 was more than ENGINEER's opinion of probable construction cost.

Larry Young Paving, Inc. of Bryan, Texas, was the apparent low Bidder at \$2,003,800.75. The Bid included a Bid Bond for 5 percent and Addendum No. 1 was acknowledged. The Bid is deemed to be responsive.

Strand Associates, Inc.® has previously worked with Larry Young Paving, Inc. on Salem Road for the City of Brenham.

Sincerely,

STRAND ASSOCIATES, INC.®

Mitchell R. Kaus

Enclosure

TBPE No. F-8405
TBPLS No. 10030000

3900 261\UDE MRK.mds\R\BRE\Documents\Specifications\Archive\2022\Brenham, City of\3900 261 2022-01 JDE\16 Specification Letters\6 Resulting Bid Tabulation\082922.docx

Bids Received: 2 P.M.
August 24, 2022

STRAND ASSOCIATES, INC.®
TBPE No. F-8405
TBPLS No. 10030000
1906 Niebuhr Street
Brenham, TX 77833

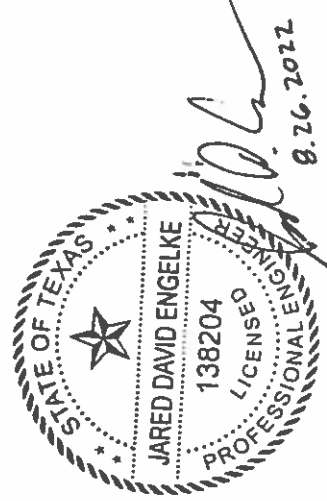
CITY OF BRENHAM
BRENNHAM, TEXAS
SOUTH CHAPPELL HILL STREET AND
MARTIN LUTHER KING JR. PARKWAY IMPROVEMENTS
PROJECT NO. 2022-01

BID TABULATION SUMMARY

Bidder and Address	Bid Bond or Guarantee	Addenda Acknowledged	Total Base Unit Price	Alternate Bid No. 1	Alternate Bid No. 2	Alternate Bid No. 3
Larry Young Paving, Inc. 1852 Silver Hill Road Bryan, TX 77807	5%	Yes	\$2,003,800.75	\$68,357.00	\$61,887.30	\$59,460.00
Texcon General Contractors 1061 Innovation Drive Bryan, TX 77808	5%	Yes	\$2,276,902.09	\$89,916.90	\$85,388.75	\$75,600.00
Palasota Contracting, LLC 3407 Tabor Road Bryan, TX 77808	5%	Yes	\$2,318,836.60	\$51,046.00	\$70,740.30	\$75,680.00
Brazos Paving, Inc. 7601 West State Highway 21 Bryan, TX 77807	5%	Yes	\$2,439,573.95	\$74,847.30	\$45,210.50	\$58,014.00 *\$58,614.00

*Contractor's Computed Total

Reviewed by: Jared D. Engelke P.E.



Bids Received: August 24, 2022 2 P.M.

STRAND ASSOCIATES, INC.●
TBPE No. F-8405
TBPLS No. 10030000
1906 Niebuhr Street
Brenham, TX 77833

CITY OF BRENHAM
BRENNHAM, TEXAS
SOUTH CHAPPELL HILL STREET AND
MARTIN LUTHER KING JR. PARKWAY IMPROVEMENTS
PROJECT NO. 2022-01

BID TABULATION BREAKDOWN

No.	Description	Quantity	Unit	Larry Young Paving, Inc.		Texcon General Contractors		Palasola Contracting, LLC		Brazos Paving, Inc.	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.	Mobilization (Not to Exceed 10% of Total Base Bid Price, Excluding Mobilization).	1	LS	\$ 120,000.00	\$ 120,000.00	\$ 177,000.00	\$ 177,000.00	\$ 210,800.00	\$ 210,800.00	\$ 145,000.00	\$ 145,000.00
2.	Stormwater Pollution Prevention Plan (SWPPP).	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 15,750.00	\$ 15,750.00	\$ 5,000.00	\$ 5,000.00	\$ 500.00	\$ 500.00
3.	Adjust Manhole.	14	EA	\$ 500.00	\$ 7,000.00	\$ 1,500.00	\$ 21,000.00	\$ 1,000.00	\$ 14,000.00	\$ 870.00	\$ 12,180.00
4.	Adjust Water Valve.	6	EA	\$ 300.00	\$ 1,800.00	\$ 350.00	\$ 2,100.00	\$ 500.00	\$ 3,000.00	\$ 460.00	\$ 2,760.00
5.	Adjust Gas Valve.	2	EA	\$ 300.00	\$ 600.00	\$ 350.00	\$ 700.00	\$ 500.00	\$ 1,000.00	\$ 1,410.00	\$ 2,820.00
6.	Asphaltic Pavement Removal (Full Depth) (Includes Any Necessary Subgrade).	18,705	SY	\$ 7.50	\$ 140,287.50	\$ 6.50	\$ 121,582.50	\$ 5.00	\$ 93,525.00	\$ 4.50	\$ 84,172.50
7.	Lime Stabilization of Material, In Place (8-IN).	18,705	SY	\$ 4.25	\$ 79,496.25	\$ 6.25	\$ 116,906.25	\$ 6.00	\$ 112,230.00	\$ 14.25	\$ 266,546.25
8.	Lime Treatment (Road Mixed); 12 Percent by Dry Weight Assumed for Quantity Estimating Purposes.	740	TON	\$ 190.00	\$ 140,600.00	\$ 290.00	\$ 214,600.00	\$ 250.00	\$ 185,000.00	\$ 342.00	\$ 253,080.00

				Larry Young Paving, Inc. 1852 Silver Hill Road Bryan, TX 77807		Texcon General Contractors 1061 Innovation Drive Bryan, TX 77808		Palasota Contracting, LLC 3407 Tabor Road Bryan, TX 77808		Brazos Paving, Inc. 7601 West State Hwy 21 Bryan, TX 77807	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
9.	Reinforced Concrete Pavement (7-IN)(Type D).	18,705	SY	\$ 73.00	\$ 1,365,465.00	\$ 74.17	\$ 1,387,349.85	\$ 85.00	\$ 1,589,925.00	\$ 79.85	\$ 1,493,594.25
10.	Remove Concrete Driveway.	37	SY	\$ 18.00	\$ 666.00	\$ 138.00	\$ 5,106.00	\$ 10.00	\$ 370.00	\$ 56.10	\$ 2,075.70
11.	Reinforced Concrete Driveway (6 Inches).	28	SY	\$ 71.00	\$ 1,988.00	\$ 300.00	\$ 8,400.00	\$ 85.00	\$ 2,380.00	\$ 110.40	\$ 3,091.20
12.	Remove and Replace Concrete Curb and Gutter.	781	LF	\$ 44.00	\$ 34,364.00	\$ 46.75	\$ 36,511.75	\$ 25.00	\$ 19,525.00	\$ 76.35	\$ 59,629.35
13.	Reconstruct Storm Sewer Grate Inlet as 5-FT Curb Inlet.	1	EA	\$ 3,400.00	\$ 3,400.00	\$ 10,000.00	\$ 10,000.00	\$ 1,500.00	\$ 1,500.00	\$ 5,700.00	\$ 5,700.00
14.	Reconstruct Storm Sewer Grate Inlet as 5-FT Curb Inlet with 5-FT Extension.	1	EA	\$ 3,900.00	\$ 3,900.00	\$ 10,000.00	\$ 10,000.00	\$ 2,000.00	\$ 2,000.00	\$ 8,275.00	\$ 8,275.00
15.	Clean Out Storm Sewer Box and Dispose of Debris.	1	EA	\$ 3,500.00	\$ 3,500.00	\$ 7,500.00	\$ 7,500.00	\$ 500.00	\$ 500.00	\$ 1,380.00	\$ 1,380.00
16.	Remove and Dispose of Concrete Sidewalk.	1,045	SF	\$ 2.00	\$ 2,090.00	\$ 9.00	\$ 9,405.00	\$ 9.56	\$ 9,990.20	\$ 3.00	\$ 3,135.00
17.	4-IN Concrete Sidewalk.	87	SY	\$ 54.00	\$ 4,698.00	\$ 140.00	\$ 12,180.00	\$ 70.00	\$ 6,090.00	\$ 100.40	\$ 8,734.80
18.	Construct Type 1 Curb Ramp.	1	EA	\$ 1,300.00	\$ 1,300.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,240.00	\$ 1,240.00
19.	Construct Type 2 Curb Ramp.	1	EA	\$ 1,300.00	\$ 1,300.00	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00	\$ 2,670.00	\$ 2,670.00
20.	Construct Type 10 Curb Ramp.	2	EA	\$ 1,300.00	\$ 2,600.00	\$ 1,250.00	\$ 2,500.00	\$ 1,000.00	\$ 2,000.00	\$ 1,965.00	\$ 3,930.00

49

				Larry Young Paving, Inc. 1852 Silver Hill Road Bryan, TX 77807		Texcon General Contractors 1061 Innovation Drive Bryan, TX 77808		Palasola Contracting, LLC 3407 Tabor Road Bryan, TX 77808		Brazos Paving, Inc. 7601 West State Hwy 21 Bryan, TX 77807	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
21.	Furnish and Install Type C Yellow 4-IN Solid Pavement Marking Per Texas Department of Transportation (TxDOT) Item 666, Complete in Place.	5,412	LF	\$ 2.00	\$ 10,824.00	\$ 1.62	\$ 8,767.44	\$ 1.20	\$ 6,494.40	\$ 1.35	\$ 7,306.20
22.	Furnish and Install Type C Yellow 4-IN Dashed Pavement Marking Per TxDOT Item 666, Complete in Place.	540	LF	\$ 2.00	\$ 1,080.00	\$ 1.62	\$ 874.80	\$ 1.20	\$ 648.00	\$ 1.35	\$ 729.00
23.	Furnish and Install Type C Yellow 24-IN Solid Pavement Marking Per TxDOT Item 666, Complete in Place.	66	LF	\$ 16.00	\$ 1,056.00	\$ 10.00	\$ 660.00	\$ 12.00	\$ 792.00	\$ 11.15	\$ 735.90
24.	Furnish and Install Type C White 8-IN Solid Pavement Marking Per TxDOT Item 666, Complete in Place.	201	LF	\$ 4.00	\$ 804.00	\$ 4.50	\$ 904.50	\$ 3.00	\$ 603.00	\$ 5.00	\$ 1,005.00
25.	Furnish and Install Type C White 12-IN Solid Pavement Marking Per TxDOT Item 666, Complete in Place.	265	LF	\$ 8.00	\$ 2,120.00	\$ 5.60	\$ 1,484.00	\$ 6.00	\$ 1,590.00	\$ 6.20	\$ 1,643.00
26.	Furnish and Install Type C White 24-IN Solid Pavement Marking Per TxDOT Item 666, Complete in Place.	52	LF	\$ 16.00	\$ 832.00	\$ 10.00	\$ 520.00	\$ 12.00	\$ 624.00	\$ 11.15	\$ 579.80
27.	Furnish and Install Type C Standard Arrow Pavement Marking Per TxDOT Item 666, Complete in Place.	10	EA	\$ 490.00	\$ 4,900.00	\$ 450.00	\$ 4,500.00	\$ 270.00	\$ 2,700.00	\$ 495.00	\$ 4,950.00
28.	Furnish and Install Word Pavement Marking Per TxDOT Item 666, Complete in Place.	1	EA	\$ 530.00	\$ 530.00	\$ 500.00	\$ 500.00	\$ 390.00	\$ 390.00	\$ 560.00	\$ 560.00
29.	Furnish and Install Sign Assembly, Pole, and Sign Base, Complete in Place.	2	EA	\$ 1,300.00	\$ 2,600.00	\$ 1,000.00	\$ 2,000.00	\$ 1,080.00	\$ 2,160.00	\$ 1,050.00	\$ 2,100.00
30.	Railroad Permit Coordination, Inspection, Flagger, and Associate Fees.	1	LS	\$ 18,000.00	\$ 18,000.00	\$ 40,000.00	\$ 40,000.00	\$ 10,000.00	\$ 10,000.00	\$ 28,200.00	\$ 28,200.00
31.	Furnish Traffic Control Plan and Integrate According to the Texas Manual on Uniform Traffic Control Devices and TxDOT.	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 40,000.00	\$ 40,000.00	\$ 9,000.00	\$ 9,000.00	\$ 22,475.00	\$ 22,475.00

		Larry Young Paving, Inc. 1852 Silver Hill Road Bryan, TX 77807		Texcon General Contractors 1061 Innovation Drive Bryan, TX 77808		Palasota Contracting, LLC 3407 Tabor Road Bryan, TX 77808		Brazos Paving, Inc. 7601 West State Hwy 21 Bryan, TX 77807	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
32.	Seeding and Site Restoration.	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 15,600.00	\$ 15,600.00	\$ 20,000.00	\$ 20,000.00
ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 32					\$ 2,003,800.75		\$ 2,276,902.09		\$ 2,318,836.60
CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 32					\$ 2,003,800.75		\$ 2,276,902.09		\$ 2,318,836.60
									\$ 8,776.00
									\$ 2,439,573.95
									\$ 2,439,573.95

Reviewed by Jared D. Engelke, P.E.

STRAND ASSOCIATES, INC. •
TBPE No. F-8405
TBPLS No. 10030000
1906 Niebuhr Street
Brenham TX 77833

**CITY OF BRENHAM
BRENHAM, TEXAS**

No.	Description	Quantity	Unit	Larry Young Paving, Inc. 1852 Silver Hill Road Bryan, TX 77807		Texcon General Contractors 1061 Innovation Drive Bryan, TX 77808		Palasola Contracting, LLC 3407 Tabor Road Bryan, TX 77808		Brazos Paving, Inc. 7601 West State Hwy 21 Bryan, TX 77807	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
A1.1	Lime Stabilization of Material, In Place (8-INs).	540	SY	\$ 4.25	\$ 2,295.00	\$ 7.25	\$ 3,915.00	\$ 6.00	\$ 3,240.00	\$ 13.80	\$ 7,452.00
A1.2	Lime Treatment (Road Mixed); 12 Percent by Dry Weight Assumed for Quantity Estimating Purposes.	21	TON	\$ 190.00	\$ 3,990.00	\$ 321.00	\$ 6,741.00	\$ 250.00	\$ 5,250.00	\$ 342.00	\$ 7,182.00
A1.3	Reinforced Concrete Pavement (7-INs).	230	SY	\$ 73.00	\$ 16,790.00	\$ 125.00	\$ 28,750.00	\$ 85.00	\$ 19,550.00	\$ 79.85	\$ 18,365.50
A1.4	Remove and Replace Concrete Curb and Gutter.	810	LF	\$ 44.00	\$ 35,640.00	\$ 52.00	\$ 42,120.00	\$ 20.00	\$ 16,200.00	\$ 41.20	\$ 33,372.00
A1.5	Furnish and Instal Type C Yellow 4-IN Solid Pavement Marking Per TxDOT Item 666, Complete in Place.	-95	LF	\$ 2.00	\$ (190.00)	\$ 1.62	\$ (153.90)	\$ 1.20	\$ (114.00)	\$ 1.35	\$ (128.25)
A1.6	Furnish and Install Type C Yellow 4-IN Dashed Pavement Marking Per TxDOT Item 666, Complete in Place.	540	LF	\$ 2.00	\$ 1,080.00	\$ 1.62	\$ 874.80	\$ 1.80	\$ 972.00	\$ 1.35	\$ 729.00

				Larry Young Paving, Inc. 1852 Silver Hill Road Bryan, TX 77807		Texcon General Contractors 1061 Innovation Drive Bryan, TX 77808		Palasota Contracting, LLC 3407 Tabor Road Bryan, TX 77808		Brazos Paving, Inc. 7601 West State Hwy 21 Bryan, TX 77807	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
A1.7	Furnish and Install Type C Yellow 24-IN Solid Pavement Marking Per TxDOT Item 666, Complete in Place.	-13	LF	\$ 16.00	\$ (208.00)	\$ 10.00	\$ (130.00)	\$ 12.00	\$ (156.00)	\$ 11.15	\$ (144.95)
A1.8	Furnish and Install Type C Standard Arrow Pavement Marking Per TxDOT Item 666, Complete in Place.	4	EA	\$ 490.00	\$ 1,960.00	\$ 450.00	\$ 1,800.00	\$ 276.00	\$ 1,104.00	\$ 495.00	\$ 1,980.00
A1.9	Relocate Fire Hydrant.	2	EA	\$ 3,500.00	\$ 7,000.00	\$ 3,000.00	\$ 6,000.00	\$ 2,500.00	\$ 5,000.00	\$ 3,020.00	\$ 6,040.00
ENGINEER'S COMPUTED TOTAL ITEMS NO. A1.1 THROUGH A1.9					\$ 68,357.00		\$ 89,916.90		\$ 51,046.00		\$ 74,847.30
CONTRACTOR'S COMPUTED TOTAL ITEMS NO. A1.1 THROUGH A1.9					\$ 68,357.00		\$ 89,916.90		\$ 51,046.00		\$ 74,847.30

Reviewed by JARED D. ENGELKE, P.E.

STRAND ASSOCIATES, INC. •
TBPE No. F-8405
TBPLS No. 10030000
1906 Niebuhr Street
Brenham, TX 77833

**CITY OF BRENHAM
BREHMAN, TEXAS**

54

				Larry Young Paving, Inc. 1852 Silver Hill Road Bryan, TX 77807		Texcon General Contractors 1061 Innovation Drive Bryan, TX 77808		Palasota Contracting, LLC 3407 Tabor Road Bryan, TX 77808		Brazos Paving, Inc. 7601 West State Hwy 21 Bryan, TX 77807	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
A2.7	Furnish and Install 6-IN SCH. 40 PVC Service Line.	10	LF	\$ 77.00	\$ 770.00	\$ 200.00	\$ 2,000.00	\$ 100.00	\$ 1,000.00	\$ 54.80	\$ 548.00
A2.8	Trench Safety (5- to 10-FT Depth).	142	LF	\$ 1.00	\$ 142.00	\$ 10.00	\$ 1,420.00	\$ 5.00	\$ 710.00	\$ 2.00	\$ 284.00
ENGINEER'S COMPUTED TOTAL ITEMS NO. A2.1 THROUGH A2.8					\$ 61,887.30		\$ 85,388.75		\$ 70,740.30		\$ 45,210.50
CONTRACTOR'S COMPUTED TOTAL ITEMS NO. A2.1 THROUGH A2.8					\$ 61,887.30		\$ 85,388.75		\$ 70,740.30		\$ 45,210.50

Reviewed by Jason D. Engelage, P.E.

Bids Received: August 24, 2022 2 P.M.

STRAND ASSOCIATES, INC. •
TBPE No. F-8405
TBPLS No. 10030000
1906 Niebuhr Street
Brenham, TX 77833

CITY OF BRENHAM
BRENHAM, TEXAS
SOUTH CHAPPELL HILL STREET AND
MARTIN LUTHER KING JR. PARKWAY IMPROVEMENTS
PROJECT NO. 2022-01
ALTERNATIVE BID NO. 3

Larry Young Paving, Inc. 1852 Silver Hill Road Bryan, TX 77807					Texcon General Contractors 1061 Innovation Drive Bryan, TX 77808			Palasota Contracting, LLC 3407 Tabor Road Bryan, TX 77808			Brazos Paving, Inc. 7601 West State Hwy 21 Bryan, TX 77807		
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price		
A3.1	Mobilization (Not to Exceed 10% of Total Alternate Bid No. 3 Price, Excluding Mobilization).	1	LS	\$ 3,200.00	\$ 3,200.00	\$ 8,000.00	\$ 8,000.00	\$ 6,880.00	\$ 6,880.00	\$ 6,070.00	\$ 6,070.00		
A3.2	6-IN American Waterworks Association (AWWA) C-900 Dimension Ratio (DR) 18 PVC Water Main by Open Cut, Various Depths.	460	LF	\$ 81.00	\$ 37,260.00	\$ 98.25	\$ 45,195.00	\$ 100.00	\$ 46,000.00	\$ 65.15	\$ 29,969.00		
A3.3	Fire Hydrant Assembly, 6-IN Tee, Gate Valve, and Pipe Lead.	1	EA	\$ 6,600.00	\$ 6,600.00	\$ 7,100.00	\$ 7,100.00	\$ 6,500.00	\$ 6,500.00	\$ 8,050.00	\$ 8,050.00		
A3.4	6-IN Gate Valve and Valve Box.	1	EA	\$ 2,200.00	\$ 2,200.00	\$ 1,600.00	\$ 1,600.00	\$ 2,800.00	\$ 2,800.00	\$ 3,175.00	\$ 3,175.00		
A3.5	Tie into Existing 2-IN Water Line.	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 1,985.00	\$ 1,985.00	\$ 2,500.00	\$ 2,500.00	\$ 4,540.00	\$ 4,540.00		
A3.6	Tie into Existing 6-IN Water Line.	2	EA	\$ 3,600.00	\$ 7,200.00	\$ 3,860.00	\$ 7,720.00	\$ 3,000.00	\$ 6,000.00	\$ 2,910.00	\$ 5,820.00		

				Larry Young Paving, Inc. 1852 Silver Hill Road Bryan, TX 77807		Texcon General Contractors 1061 Innovation Drive Bryan, TX 77808		Palasota Contracting, LLC 3407 Tabor Road Bryan, TX 77808		Brazos Paving, Inc. 7601 West State Hwy 21 Bryan, TX 77807	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
A3.7	Site Restoration, Seeding, and Cleanup.	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 390.00	\$ 390.00
ENGINEER'S COMPUTED TOTAL ITEMS NO. A3.1 THROUGH A3.7					\$ 59,460.00		\$ 75,600.00		\$ 75,680.00		\$ 58,014.00
CONTRACTOR'S COMPUTED TOTAL ITEMS NO. A3.1 THROUGH A3.7					\$ 59,460.00		\$ 75,600.00		\$ 75,680.00		*\$58,614.00

*CONTRACTOR'S COMPUTED TOTAL

Reviewed by JAMES D. ENGELKE, P.E.



1 inch = 1,500 feet

2022 Contractor Street Improvements





Regular City Council
AGENDA ITEM 13.

Agenda Item: Discuss and Possibly Act Upon an Ordinance on Its First Reading Providing for a No Parking Zone Along Prairie Lea Street in the City of Brenham

Meeting Type: Regular Meeting-October 13, 2022

Department: Street Department

Staff Contact: Kyle Branham

SUMMARY STATEMENT:

With recent improvements and additions of infrastructure around the Blinn Campus, Blinn has actively been working on adopting a parking plan to better address on-campus parking. Blinn has reached out to the City of Brenham and TXDOT to ask about establishing “No Parking” areas on both sides of Prairie Lea Street beginning at College Avenue and extending South to W. Fifth St. After reviewing these areas and discussing with Development Services and Brenham PD along with TXDOT, we see no objection to working with Blinn to align with their parking plan but also open up these roadways for emergency personnel and improving these areas for pedestrians/students. Based on review staff would suggest establishing “No Parking” on the following sections of Prairie Lea.

Prairie Lea St. - (See attached map)

No parking is recommended on both sides of Prairie Lea St. beginning at College Avenue and extending South to W. Fifth Street. These “No Parking” areas will coordinate with Blinn’s Parking Plan and help keep students dedicated to specific parking lots. It will also help emergency vehicles maneuver better in these areas along with adding protection for pedestrians/students by not blocking roadways and improving visibility.

As we have seen in the past, Brenham PD along with Blinn PD will coordinate to enforce these new “No Parking” areas if approved. City staff will erect no parking signs and Blinn will paint curbs as necessary to reflect the described areas for enforcement purposes once the Second reading is established

ATTACHMENTS:

- (1) Ordinance for First Reading
- (2) Proposed No Parking Map

RECOMMENDED ACTION:

Approve an Ordinance on its first reading providing for a No Parking Zone along Prairie Lea Street in the City of Brenham.

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE PROHIBITION OF PARKING MOTOR VEHICLES, TRAILERS OR OTHER VEHICLES ON CERTAIN DESIGNATED STREETS IN THE CITY OF BRENHAM, AND ASSOCIATED MATTERS; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATION THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Texas Local Government Code section 51.001, the City of Brenham, Texas (“City”) has the authority to adopt ordinances and regulations that are for the good government, peace and order of the City; and

WHEREAS, the City Council desires to provide for no parking zones on certain streets within the City of Brenham in order to: prevent accidents, collisions and damages; promote the flow of traffic along and into such streets; and regulate the same; and

WHEREAS, the general welfare, health and safety of the citizens of the City will be promoted by the enactment of this Ordinance; and

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Brenham, Texas:

SECTION I.

That every person, firm, corporation, or other entity shall be prohibited from parking any motor vehicle, trailer, or other vehicle, upon any of the following designated streets or portions thereof, when signs are erected giving notice thereof:

- a. On the east side of Prairie Lea St. beginning at College Avenue and ending at W. Fifth St.
- b. On the west side of Prairie Lea St. beginning at College Avenue and ending at W. Fifth St.

SECTION II.

The terms “park” and “parking” shall mean the standing or stopping of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading passengers or property.

SECTION III.

In any case when a person, firm, corporation or other entity shall have been charged with a violation of this Ordinance, proof that said motor vehicle, trailer, or other vehicle was, at the date of the offense alleged, owned by the person, firm, corporation or entity charged with the offense, shall constitute prima facie evidence that said motor vehicle, trailer, or other vehicle was stopped, left standing or parked at the place charged by said owner.

SECTION IV.

The provisions of this Ordinance shall not apply to any authorized emergency vehicle or City of Brenham motor vehicle, trailer, or other vehicle.

SECTION V.

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION VI.

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentences, clauses and phrases remaining should any provision be declared unconstitutional or invalid.

SECTION VII.

That any person, firm, corporation or other entity violating this Ordinance shall be fined a sum of not less than \$1.00 and not more than \$500.00, plus applicable court costs.

SECTION VIII.

This Ordinance shall take full force and effect from and after its passage and approval.

PASSED and APPROVED on its first reading this the ____ day of _____ 2022.

PASSED and APPROVED on its second reading this the ____ day of _____ 2022.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



1 inch = 100 feet



— Proposed No Parking



Regular City Council
AGENDA ITEM 14.

Agenda Item: Discuss and Possibly Act Upon Award of Bid for Project No. 2021-04R Related to the Henderson Park Pedestrian Bridge Rehabilitation Project and Authorize the Mayor to Execute Any Documentation

Meeting Type: Regular Meeting-October 13, 2022

Department: Parks Department

Staff Contact: Kyle Branham

SUMMARY STATEMENT:

In the 2021-22 Budget, BCDC approved the rehabilitation of 2 pedestrian bridges at Henderson Park and 1 Pedestrian bridge at Hohlt Park. Bids were received in early 2022 and came in over the original budget of \$92,700. Bids were rejected and we moved to plan B. To complete the project, the scope of work was changed to focus on Henderson Park and was sent out for re-bid. BCDC also allocated an additional \$100,000 in the 2022-23 budget so we could have a better chance of hiring a contractor. The new scope of work will consist of surface preparation and application of paints and coatings to the bridge and existing handrails, provide, attach, and paint metal members on both bridges, remove existing wood decking and replace with new wood decking on Splashpad Bridge and remove existing wood decking and replace with existing wood decking on Ball Field Bridge. This will make these bridges safer for pedestrians as well as restoring them aesthetically with new coatings of paint. The boards on the Splashpad Bridge will be new and will be turned so we don't have issues with warping and trip hazards.

As stated previously, BCDC allocated \$92,700 in 2021-2022 and \$100,000 in 2022-2023 for these improvements. With Engineering coming in at \$25,000 this left us \$167,700 for rehabilitation of the 2 pedestrian bridges located at Henderson Park. Bids were opened on September 22, 2022, based on the plans and specifications in which 1 bid was received. The base bid came in at \$72,900, which was the Splashpad Bridge. Bid Alternate 2 (\$90,500) was rehabilitation of the "Old Tomlinson Creek Bridge" at Henderson Park by Higgins Branch. Bid Alternate 1 (\$18,200) and Bid Alternate 3 (\$15,000) were to evaluate composite decking on each bridge. With looking at all alternates and comparing to budget it is in the best interest to select the base bid and alternate 2, totaling \$613,400.00, as this will allow us to refurbish, provide additional safety railings and provide a fresh coat of paint to these two bridges.

We would respectfully ask that Council award the base bid and alternate 2, in the amount of \$163,400.00, to Carlson McClain Construction Company so that we can move forward and complete another infrastructure project.

ATTACHMENTS:

- | |
|--|
| (1) Bid Recommendation Letter
(2) Bid Tabulation
(3) Bridges |
|--|

RECOMMENDED ACTION:

Award bid for Project No. 2021-04R related to the Henderson Park Pedestrian Bridge Rehabilitation Project to Carlson McClain Construction Company LLC., in the amount of \$163,400 for Base Bid and Bid Alternate No. 2 and authorize the Mayor to execute any necessary documentation.



Strand Associates, Inc.®
1906 Niebuhr Street
Brenham, TX 77833
(P) 979.836.7937
www.strand.com

September 27, 2022

Mr. Dane Rau, Public Works Director
City of Brenham
200 West Vulcan Street
Brenham, TX 77833

Re: 2022 Henderson Park Pedestrian Bridge Rehabilitation–Rebid
Project No. 2021-04R
City of Brenham, Texas

Dear Dane,

Bids for the above-referenced project were opened on September 22, 2022. One Bid was received with the resulting Bid tabulation enclosed. The low base Bid of \$72,900 was less than ENGINEER's opinion of probable construction cost.

Carlson McClain Construction Company, LLC of Spring, Texas, was the apparent low Bidder at \$72,900. The Bid included a Bid Bond for 5 percent. The Bid is deemed to be responsive.

Strand Associates, Inc.® has not had previous experience with Carlson McClain Construction Company, LLC.

If you determine that Carlson McClain Construction Company, LLC is a responsible Bidder after your evaluation of their qualifications, we recommend proceeding with award of the Contract in accordance with Article 19 of the Instructions to Bidders.

Sincerely,

STRAND ASSOCIATES, INC.®



Jared D. Engelke, P.E.

Enclosure

TBPE No. F-8405
TBPLS No. 10030000

3900.260\JDE\w\B\B\Documents\Specifications\Archive\2022\Brenham, City of\3900.260 2021-04R\JDE(16) Specification Letters(a) Resulting Bid Tabulation\092722.docx

Bids Received: 2 P.M.
September 22, 2022

STRAND ASSOCIATES, INC.®
TBPE No. F-8405
TBPLS No. 10030000
1906 Niebuhr Street
Brenham, TX 77833

CITY OF BRENHAM
BRENHAM, TEXAS
2022 HENDERSON PARK PEDESTRIAN BRIDGE
REHABILITATION-REBID
CONTRACT 2021-04R

BID TABULATION SUMMARY

Bidder and Address	Bid Bond or Guarantee	Addenda Acknowledged	Stipulated Price	Computed Total Base Bid	Bid Alternate No. 1	Bid Alternate No. 2	Bid Alternate No. 3	Computed Total Bid Alternates
Carlson McClain Construction Company, LLC 10805 West Timberwagon Circle Spring, TX 77380	5%	NA	NA	\$72,900	\$18,200	\$90,500	\$15,000	\$123,700

Reviewed by: JARED D. ENGELKE, P.E.



Bids Received: 2 P.M., September 22, 2022

STRAND ASSOCIATES, INC.®

TBPE No. F-8405

TBPLS No. 10030000

1906 Niebuhr Street

Brenham, TX 77833

CITY OF BRENHAM

BENHAM, TEXAS

2022 HENDERSON PARK PEDESTRIAN BRIDGE

REHABILITATION-REBID

CONTRACT 2021-04R

BID TABULATION BREAKDOWN

Carlson McClain Construction Company LLC
10805 West Timberwagon Circle
Spring, TX 77380

No.	Description	Quantity	Unit	Unit Price	Total Price
1.	Perform Surface Preparation and Application of Paints and Coatings to the Bridge and Existing Hand Rails, Per TxDOT Item 446, System I-A	LS	1	\$ 37,800.00	\$ 37,800.00
2.	Remove Existing Wood Decking and Replace with New Wood Decking	LS	1	\$ 35,100.00	\$ 35,100.00
ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 2					\$ 72,900.00
CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 2					\$ 72,900.00

Bids Received: 2 P.M., September 22, 2022

STRAND ASSOCIATES, INC.®

TBPE No. F-8405

TBPLS No. 10030000

1906 Niebuhr Street

Brenham, TX 77833

CITY OF BRENHAM

BENHAM, TEXAS

2022 HENDERSON PARK PEDESTRIAN BRIDGE

REHABILITATION-REBID

CONTRACT 2021-04R

BID ALTERNATIVE BREAKDOWN

Carlson McClain Construction Company LLC
10805 West Timberwagon Circle
Spring, TX 77380

No.	Description	Quantity	Unit	Unit Price	Total Price
Bid Alternative No. 1 - Henderson Park Splash Pad Bridge					
1.	Remove Existing Wood Decking and Replace with Trex Select Composite Decking or Equal.	1	LS	\$ 53,300.00	\$ 53,300.00
2.	Remove Existing Wood Decking and Replace with New Wood Decking.	-1	LS	\$ 35,100.00	\$ (35,100.00)
Bid Alternative No. 2 - Henderson Park Ball Field Bridge					
1.	Perform Surface Preparation and Application of Paints and Coatings to the Bridge and Existing Bollards Per TxDOT Item 446, Sytem II.	1	LS	\$ 58,500.00	\$ 58,500.00
2.	Provide, Attach, and Paint Metal Members as Specified and Shown in the Drawings of this Project Manual.	1	LS	\$ 12,000.00	\$ 12,000.00
3.	Remove Existing Wood Decking and Replace with Existing Wood Decking	1	LS	\$ 20,000.00	\$ 20,000.00
Bid Alternative No. 3 - Henderson Park Ball Field Bridge					
1.	Remove Existing Wood Decking and Repalce with Trex Select Composite or Decking or Equal.	1	LS	\$ 35,000.00	\$ 35,000.00
2.	Remove Existing Wood Decking and Replace with Existing Wood Decking.	-1	LS	\$ 20,000.00	\$ (20,000.00)
ENGINEER'S COMPUTED TOTAL BID ALTERNATIVE NO. 1 THROUGH NO. 3					\$ 123,700.00
CONTRACTOR'S COMPUTED TOTAL BID ALTERNATIVE NO. 1 THROUGH NO. 3					\$ 123,700.00

Reviewed by Jared D. Engelage, P.E.

SPLASH PAD BRIDGE



TOMMELSON-HENDERSON BRIDGE





Regular City Council
AGENDA ITEM 15.

Agenda Item: Discuss and Possibly Act Upon the Purchase of Six (6) Chevrolet Tahoes for the City of Brenham Police Department Through the Interlocal Purchasing System (TIPS) and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-October 13, 2022

Department: Police

Staff Contact: Stephen Draehn

SUMMARY STATEMENT:

The Police Department is seeking Mayor and Council's approval to order six (6) Chevrolet Tahoes for fiscal year 2023 for use as three (3) patrol vehicle replacements and three (3) patrol/ administration vehicle replacements which were approved in the FY23 adopted budget.

Staff obtained quotes for these vehicles from Silsbee Fleet on TIPS contract 210907 for Automobiles. The Interlocal Purchasing System (TIPS) is a National Cooperative Purchasing Program for use by member schools, colleges, universities, cities, counties, and other government entities in all 50 states as authorized by each entity's jurisdictional legal requirements. Purchase will be with TIPS vendor 5426 - Lake Country Chevrolet. The purchase price of the six (6) Chevrolet Tahoes from Lake Country Chevrolet is \$237,067.50 which does not include equipment installation for the vehicles. The additional equipment will be purchased on a separate purchase order and installed in-house by City Maintenance personnel.

ATTACHMENTS:

(1) Quote-Lake Country Chevrolet

RECOMMENDED ACTION:

Approve the purchase of six (6) Chevrolet Tahoes, through The Interlocal Purchasing System (TIPS), from Lake Country Chevrolet in the amount of \$237,067.50, and authorize the Mayor to execute any necessary documentation.



PRODUCT PRICING SUMMARY

TIPS USA 210907 Automobiles

VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: BRENHAM PD

Prepared by: SETH GAMBLIN

Contact: _____

Phone: 512.436.1313

Email: _____

Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM

Product Description: CHEVY TAHOE PPV

Date: September 28, 2022

A. Bid Item: _____

A. Base Price: \$ 35,524.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
CC10706	91C 2023 TAHOE PPV 2WD	\$ 1,995.00			
L84	5.3L V8 W/AUTOMATIC	\$ -	5T5	VINYL BACK SEAT	\$ -
MQC	10 SPEED TRANS	\$ -			
6J7	FLASHER SYSTEM, HEAD & TAIL LAMP	\$ 50.00		REAR PARK ASSIST / REAR CAMERA	
PQA	1FL SAFETY PACKAGE	\$ 395.00		WHEELS 20"X9" STEEL	
AMF	EXTRA KEY FOBS	\$ 75.00		ASSIST STEPS	
Total of B. Published Options:					\$ 2,515.00

Published Option Discount (5%) \$ (26.00)

C. Unpublished Options [not to exceed 25%]

\$= 2.1 %

Description	Bid Price	Options	Bid Price
SPOT LIGHT LEFT HAND LED	\$ 800.00	EXTERIOR - BLACK	
		INTERIOR - JET BLACK CLOTH H1T	
Total of C. Unpublished Options:			\$ 800.00

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ 350.00

F. Contract Price Adjustment: _____

G. Additional Delivery Charge: 199 miles

\$ 348.25

H. Subtotal:

\$ 39,511.25

I. Quantity Ordered 6 x H =

\$ 237,067.50

J. Trade in: _____

\$ -

K.

L. Total Purchase Price

\$ 237,067.50



Regular City Council
AGENDA ITEM 16.

Agenda Item: Discuss and Possibly Act Upon a Contract Between the City of Brenham and Strand Associates, Inc. for Engineering Services Related to Various Water Projects to be Funded Through the American Rescue Plan Act (ARPA) and Administered by the United States Department of the Treasury (Treasury), and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-October 13, 2022

Department: Water Treatment Plant and Water Construction

Staff Contact: Shawn Bolenbarr

SUMMARY STATEMENT:

During the month of July 2022 the City of Brenham completed a Request for Qualification (RFQ) seeking qualified engineering, architectural, and/or surveying firms to prepare preliminary and final design plans and specifications for various water and wastewater projects eligible for funding under the American Rescue Plan Act (ARPA). Strand Associates, Inc. was selected as the most qualified Engineering firm. On August 4, 2022 the City Council awarded the RFQ for engineering, architectural and/or surveying services for the ARPA projects to Strand Associates.

The scope of work listed in this agreement is to establish a lead and copper management program, install a generator at the Atlow elevated storage tank booster pumping station, and replace air release valves on the existing 24-inch raw water main under the general direction of the American Rescue Plan Act (ARPA) administered by the United States Department of Treasury. Some of the services that Strand will provide are design, bidding-related, and construction related services for the ARPA lead and copper management program, generator and automatic transfer switch at the Atlow elevated storage tank (EST) booster pump station, and the replacement of 34 combination air release valves on the 24-inch raw water main. Payment for these services to the firm shall be compensated with a negotiated fixed fee of \$177,000.00. Payment to the Firm shall be based on satisfactory completion of identified milestones in part III-payment schedule of this agreement.

We respectfully ask Council to approve the American Rescue Plan ACT (ARPA) Agreement for Engineering Services between Strand Associates, Inc. and the City of Brenham for the amount of \$177,000.00 for all services listed in this Agreement.

ATTACHMENTS:

(1) American Rescue Plan Act (ARPA) Agreement for Engineering Services (Water)

RECOMMENDED ACTION:

Approve the contract between the City of Brenham and Strand Associates, Inc. in an amount not to exceed \$177,000.00 for Engineering Services for the city's various water projects funded by the American Rescue Plan Act (ARPA) and administered by the United States Department of Treasury (Treasury), and authorize the Mayor to execute any necessary documentation.

**AMERICAN RESCUE PLAN ACT (ARPA)
AGREEMENT FOR ENGINEERING SERVICES**

PART I—AGREEMENT

THIS AGREEMENT, entered into the _____ day of _____, 20____, by and between the City of Brenham, hereinafter called the “City,” acting herein by the Honorable Milton Y. Tate, Jr., its mayor, hereunto duly authorized, and Strand Associates, Inc.®, hereinafter called “Firm,” acting herein by Joseph M. Bunker, its corporate secretary.

WITNESSETH THAT:

WHEREAS, the City desires to establish a lead and copper management program, install a generator at the Atlow elevated storage tank booster pumping station, and replace the air release valves on the existing 24-inch raw water main under the general direction of the American Rescue Plan Act (hereinafter called ARPA) administered by the United States Department of the Treasury (Treasury); and

WHEREAS, the City desires to engage Firm to render certain services in connection with ARPA Projects.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

The Firm will perform the services set out in **PART II—SCOPE OF SERVICES**

2. ARPA Compliance

The Firm agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.

3. Time of Performance

The services of the Firm shall commence upon execution of this Agreement, which is anticipated the week of October 3, 2022. In any event, all of the services required and performed hereunder shall be completed no later than December 31, 2024, or the project(s) administrative closure date of December 31, 2026, as defined by the Treasury, whichever is later. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury’s implementing regulations, City may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

4. Local Program Liaison

For purposes of this Agreement, the GrantWorks project manager or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

5. Maintenance of and Access to Records

The Firm shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Firm in order to conduct audits or other investigations.

Records shall be maintained by the Firm for a period of five (5) years after all funds have been expended or returned to the Treasury, whichever is later.

6. Compensation and Method of Payment

The Firm shall be compensated with a negotiated fixed fee of \$177,000. Payment to the Firm shall be based on satisfactory completion of identified milestones in **PART III—PAYMENT SCHEDULE**, of this Agreement.

7. Indemnification

The Firm shall comply with the requirements of all applicable laws, rules, and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against any and all claims, costs, suits, and damages, including reasonable attorney's fees arising out of the Firm's negligent performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State, and local taxes on contributions imposed or required under the Social Security, worker's compensation, and income tax laws.

8. Miscellaneous Provisions

- a. This Agreement shall be construed under and according to the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Washington County, Texas. Exclusive venue for any claim, dispute, lawsuit or other legal proceeding arising out of or involving this Agreement shall lie in a court of competent jurisdiction in Washington County, Texas.
- b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to be incorporated into this Agreement.

9. Extent of Agreement

This Agreement which includes Parts I-V; and, if applicable, the following exhibits/attachments: A through F; represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by authorized representatives of both City and the Firm.

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

BY: _____
(Local City Official)

Milton Y. Tate, Jr.
(Printed Name)

Mayor
(Title)

BY: _____

(Firm's Authorized Representative)

Joseph M. Bunker
(Printed Name)

Corporate Secretary
(Title)

PART II—SCOPE OF SERVICES

Description of Project

The scope of services is to provide design, bidding-related, and construction-related services for the ARPA lead and copper management program, generator and automatic transfer switch at the Atlow elevated storage tank (EST) booster pump station, and the replacement of 34 combination air release valves on the 24-inch raw water main.

DESIGN SERVICES

1. Attend a preliminary conference and kickoff meeting with City and its Grant Administrator regarding the requirements of the project.
2. Submit a request for information to the City for addresses for the Lead and Copper Management Program. It is anticipated approximately 5,400 addresses will be provided by the City.
3. Hire a geotechnical subconsultant to perform up to two soil borings and prepare a geotechnical report identifying subsurface soil conditions and related design criteria for the Atlow generator foundation.
4. Provide global positioning system (GPS) locates of combination air release valve manholes. It is anticipated that there are 34 manholes.
5. Prepare engineering drawings and technical specifications for the scope described in the Description of Project, including site restoration. It is anticipated that these will be three separate bid packages for Lead and Copper Management Program, Generator at Atlow Booster Pumping Station, and Combination Air Release Valve Replacements on 24-inch Raw Water Main.
6. Prepare three sets of Bidding Documents using Grant Administrator-provided General Conditions, technical specifications, and engineering drawings. All Bidding Documents must be submitted to the City for review and receive prior written approval of the City.
7. Attend two progress meetings with City at approximately 60 and 95 percent completion for each of the three bid packages.

BIDDING-RELATED SERVICES

1. Distribute three sets of Bidding Documents electronically through CivCast, available at www.strand.com and www.civcastusa.com. Submit three Advertisements for Bid to City's newspaper of choice. City shall pay newspaper directly for advertisements.
2. Answer questions and prepare necessary addenda during the three bidding phases.
3. Attend three bid openings, tabulate and analyze bid results, and assist City in the award of three Construction Contracts.
4. Review Construction Contractors' eligibility through www.SAM.gov prior to contract award.
5. Attend one council meeting for Construction Contract award for each of the three Construction Contracts.

6. Prepare four sets of Contract Documents for signature for each of the three construction contracts.

CONSTRUCTION-RELATED SERVICES

1. Provide contract administration services including attendance at preconstruction conferences, review of contractors' shop drawing submittals, review of contractors' periodic pay requests, attendance at monthly construction progress meetings, periodic site visits, preparation of any necessary change order documents, and participation in project closeouts. Perform these services for each of the three construction contracts.
2. Provide resident project representative for up to 110 hours total of part-time observation of construction. In furnishing observation services, Firm's efforts will be directed toward determining for City that the completed project will, in general, conform to the Contract Documents; but Firm will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents. It is anticipated that there will be no part-time observation for the Lead and Copper Management Program.
3. Provide record drawings in electronic format from information compiled from contractors' records. Firm is providing drafting Services only for record drawings based on the records presented to the Firm by Contractors and City. Firm will not be liable for the accuracy of the record drawing information provided by the Contractors and City.

SUBCONTRACTS

1. No services under this Agreement shall be subcontracted by the Firm without prior approval, in writing from the City.
2. The Firm shall, prior to proceeding with the services, notify the City in writing of the name of any subcontractors proposed for the services, including the extent and character of the services to be done by each.
3. If any time during the progress of the services, the City determines that any subcontractor is incompetent or undesirable, the City will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the City.
4. The Firm will include in all contracts and subcontracts in excess of \$150,000 a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The provisions shall require reporting of violations to the Treasury, Texas

Commission on Environmental Quality, and the Regional Office of the Environmental Protection Agency (EPA).

5. The Firm will include in all contracts and subcontracts in excess of \$250,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
6. The Firm will include in all contracts and subcontracts in excess of \$10,000 provisions addressing termination for cause and for convenience by the City including the manner by which it will be affected and the basis for settlement.
7. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
 - a. Prime construction contracts in excess of \$10,000,000, as stated in the Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance Section B Project and Expenditure Report, number 8 j 1 on page 21 must be in compliance with the Davis-Bacon Act, as amended (40 U.S.C.3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
 - b. Prime construction contracts in excess of \$2,000, compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3);
 - c. Contracts greater than \$10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
 - d. Contracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
 - e. For contracts in excess of \$10,000,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and
 - f. For procurement of recovered materials where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, compliance with 2 CFR 200.322 and section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requires procuring only items designated in guidelines of the EPA at 40 CFR part 247 that contain the highest percentage of recovered materials practicable.
 - g. The Firm and its subcontractors will comply with CFR 200.216 which prohibits obligating or expending loan or grant funds to procure, obtain, extend or contract with services or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is

telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- h. The Firm and its subcontractors will comply with CFR 200.322 which requires as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for services or products under this award.
- 8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this Agreement to any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the City, the Texas Comptroller of Public Accounts, the Comptroller General of the United States, the Treasury, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
- 10. The Firm will include in all contracts and subcontracts a requirement that the subcontractor maintain all relevant project records for five (5) years after the City has made final payment to the subcontractor and all other pending matters are closed.

STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Firm and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Firm represents that it has the required skills and capacity to perform services to be provided under this Agreement.
2. The Firm represents that services provided under this Agreement shall be performed within the limits prescribed by the City in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
3. Any deficiency in Firm's services performed under this Agreement shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from City and at the Firm's expense if the deficiency is due to Firm's negligence. The City shall notify the Firm in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the City under applicable state or federal law.
4. The Firm agrees to and shall hold harmless the City, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Firm, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Firm doing the services herein contracted for or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement.

PART III—PAYMENT SCHEDULE

City shall reimburse the Firm for professional services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

MILESTONES	PERCENTAGE OF CONTRACT FEES
Completion and Acceptance of Preliminary Engineering Plans and Specifications by City	<u>20</u> %
Approval of Final Plans and Specifications	<u>35</u> %
Completion of Bid Advertisement and Contract Award	<u>25</u> %
Completion of Final Closeout Assessment and Submittal of "As Builts" to City	<u>10</u> %
Completion of Final Inspection and Acceptance by City	<u>10</u> %
TOTAL	<u>100</u> %
<i>Note: Percentages of payment listed here are general guidelines based on engineering services typically provided. These are negotiable, and should serve only as a guide. Payment schedule should be tied directly to the actual Scope of Work identified in PART II—SCOPE OF SERVICES.</i>	



PART IV--TERMS AND CONDITIONS

1. USE OF FUNDS

- a. City understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the "Act"), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. City will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. PERIOD OF PERFORMANCE

The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, City may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. REPORTING

Firm agrees to provide timely information aiding the City with any reporting obligations established by the Treasury as they relate to this award.

4. ACCESS TO RECORDS

In accordance with 2 CFR 200.337, during the Agreement's time of performance the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives will have access to any books, documents, papers, and records maintained by the Firm which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

5. PRE-AWARD COSTS

Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. ADMINISTRATIVE COSTS

City may use funds provided under this award to cover both direct and indirect costs.

7. COST SHARING

Cost sharing or matching funds are not required to be provided by the City.

8. CONFLICTS OF INTEREST

City understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. City must disclose in writing to the Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. COMPLIANCE WITH APPLICABLE RULES AND REGULATIONS.

- a. City agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury

regarding the foregoing. City also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and City shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine, are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F–Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
 - v. City Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. REMEDIAL ACTIONS

In the event of City's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. HATCH ACT

City agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. FALSE STATEMENTS

City understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. PUBLICATIONS

Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of City] by the U.S. Department of the Treasury."

14. DEBTS OWED THE FEDERAL GOVERNMENT

- a. Any funds paid to City (1) in excess of the amount to which City is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by City shall constitute a debt to the federal government.
- b. Any debts determined to be owed to the federal government must be paid promptly by City. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or

if the City knowingly or Agreement for ARPA Administration Services. The Treasury will take any actions available to it to collect such a debt.

15. DISCLAIMER

- a. The United States expressly disclaims any and all responsibility or liability to City or third persons for the actions of City or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by City does not in any way establish an agency relationship between the United States and City.

16. PROTECTIONS FOR WHISTLEBLOWERS

- a. In accordance with 41 U.S.C. § 4712, City may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of City, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. City shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. INCREASING SEAT BELT USE IN THE UNITED STATES

Pursuant to Executive Order 13043, 62 FR19217 (Apr. 18, 1997), City should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. REDUCING TEXT MESSAGING WHILE DRIVING

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), City should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving.

19. TERMINATION OF AGREEMENT FOR CAUSE

In accordance with 2 CFR 200 APPENDIX II (B), if the Firm shall fail to fulfill in a timely and proper manner his/her obligations under this Agreement, or if the Firm shall violate any of the

covenants, agreements, or stipulations of this Agreement, the City shall provide written notice to Firm reasonably specifying the failure or violation. If Firm fails to cure such failure or violation within five (5) business days of receiving such notice or, if the failure or violation is incapable of cure within such time frame, to begin to take actions to cure such failure or violation and to diligently pursue them to completion, City thereupon shall have the right to terminate this Agreement immediately by giving written notice to the Firm. Firm shall be entitled to receive just and equitable compensation for any services satisfactorily completed hereunder. In such an event, all finished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm under this Agreement shall, at the option of the City, become its property.

20. **TERMINATION OF AGREEMENT FOR CONVENIENCE**

Either the City or the Firm may terminate this Agreement at any time by providing at least ten (10) days' notice in writing to the other party to this Agreement. If the Agreement is terminated as provided herein, the Firm, will be paid for the time provided and expenses incurred up to the termination date. In such an event, all finished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Firm under this Agreement shall, at the option of the City, become its property.

21. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689, 2 CFR part 180)**

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

22. **FEDERAL COMPLIANCE**

During the term of this Agreement, the parties shall comply with all Federal laws, regulations, and rules including the following:

- a. **CIVIL RIGHTS ACT OF 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- b. **Section 504 Rehabilitation Act of 1973, as amended.** The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
- c. **AGE DISCRIMINATION ACT OF 1975.** The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be

excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

- d. SECTIONS 106(b), 102(a)(4) and A109 OF THE HOUSING & COMMUNITY DEVELOPMENT ACT OF 1974. i. Under Title VI of the Civil Rights Act of 1964, no person shall on the ground of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.
- e. EQUAL OPPORTUNITY CLAUSE. During the performance of this Agreement, the Firm agrees as follows:

- i. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Firm's legal duty to furnish information.
- iv. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of

the Firm's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- v. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the Firm's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The Firm will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.

23. CONTRACTING WITH SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

- a. The Firm must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- b. Affirmative steps must include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i) through (v) of this section.

24. **PATENT RIGHTS AND INVENTIONS**

The Firm shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).

25. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the City must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. (2 CFR 200 Appendix II (B))

26. **ENERGY EFFICIENCY**

The Firm shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871). (2 CFR 200 APPENDIX II (H) and 42 U.S.C. 6201).

27. **VERIFICATION NO BOYCOTT ISRAEL**

As required by Chapter 2271.002, Texas Government Code, the Firm hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel," as defined by §808.001(1) of the Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

28. NO FOREIGN TERRORIST ORGANIZATIONS

Pursuant to Chapter 2252.152, Texas Government Code, the Firm represents and certifies that, at the time of execution of this Agreement neither the Firm, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same

- i. engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or
- ii. is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code

29. COMBATING TRAFFICKING IN PERSONS

Pursuant to Chapter 52.222-50 of the F.A.R. the Firm agrees to comply with all provisions of the Combating Trafficking in Persons Act.

30. TEXAS ETHICS COMMISSION (10 TAC 2252)

A governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission that includes:

- (1) a list of each interested party for the contract of which the contracting business entity is aware; and
- (2) the signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

PART V—APPENDICES

CERTIFICATE OF INSURANCE

SYSTEM FOR AWARD MANAGEMENT RECORD SEARCH

CONFLICT OF INTEREST

DISCLOSURE OF LOBBYING ACTIVITIES

CERTIFICATION REGARDING LOBBYING

CERTIFICATE OF INTERESTED PARTIES FORM 1295

REQUIRED CONTRACT PROVISIONS

FINANCIAL CAPACITY STATEMENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/30/2022

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

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

PRODUCER Ansay & Associates, LLC. MSN 2901 W. Beltline Hwy. Suite 202 Madison WI 53713	CONTACT NAME: Joe Keal PHONE (A/C, Ho, Ext): 800-643-6133 E-MAIL ADDRESS: joe.keal@ansay.com	FAX (A/C, No): 608-831-4777
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: CNA Insurance Companies		35289
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 363884723 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			5099170078	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 900,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	☒ COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☒ OCCUR						
	☒ 1,000						
	☒ XCU cov. incl.						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☐ PRO-JECT ☐ LOC						
A	AUTOMOBILE LIABILITY			5099170082	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☒ ANY AUTO						
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						
	☒ HIRED AUTOS ☒ NON-OWNED AUTOS						
A	UMBRELLA LIAB			5099170059	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	☒ EXCESS LIAB						
	☒ DED ☒ RETENTION \$ 10,000						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC59512844	1/1/2022	1/1/2023	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						
	If yes, describe under DESCRIPTION OF OPERATIONS below						
A	Professional Liability			AEH113874097	7/11/2022	7/11/2023	Each Claim 2,000,000 Aggregate 2,000,000 Full Prior Acts
	Full Prior Acts						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
PROJECT: ARPA Engineering Services
Strand Project #: 3900.267

CERTIFICATE HOLDER	CANCELLATION
City of Brenham Attn: City Manager PO Box 1059 Brenham TX 77834	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD



Entity Registration
Exclusions
Active Exclusions
Inactive Exclusions
Responsibility / Qualification
Entity Reporting

STRAND ASSOCIATES INC

Unique Entity ID
RXYLDVEKKHS3

CAGE/NCAGE
3PLA7

Registration Status	Expiration Date
Active Registration	May 23, 2023

Purpose of Registration
All Awards

Physical Address
**910 W Wingra DR
Madison, Wisconsin
53715-1943, United States**

Mailing Address
**910 W Wingra DR
Madison, Wisconsin
53715-1943, United States**

Version

Current Record

There may be instances when an individual or firm has the same or similar name as your search criteria, but is actually a different party. Therefore, it is important that you verify a potential match with the excluding agency identified in the exclusion's details. To confirm or obtain additional information, contact the federal agency that took the action against the listed party. Agency points of contact, including name and telephone number, may be found by navigating to the Agency Exclusion POCs page within Help.

ACTIVE EXCLUSIONS

There are no active exclusion records associated to this entity by its Unique Entity ID.

INACTIVE EXCLUSIONS

There are no inactive exclusion records associated to this entity by its Unique Entity ID.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☐

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐

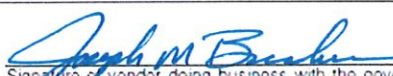
Yes

☐

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 

Signature of vendor doing business with the governmental entity

10/5/2022

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

...

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Organization: Strand Associates, Inc.

Street address: 910 West Wingra Drive

City, State, Zip: Madison, WI, 53715

Joseph M. Bunker
CERTIFIED BY: (type or print)

Corporate Secretary
TITLE: _____

Joseph M Bunker
(signature)

10/5/2022
(date)

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

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

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

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

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

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

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

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

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

Certificate Number:
2022-940004

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Brenham

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Engineering Services for Brenham Water ARPA Projects - Lead and Copper Management Program, Generator at Atlow EST, and Air Release Valves on Raw Water Main

5 Check only if there is NO Interested Party. ☐

My name is Joseph M. Bunker, and my date of birth is August 2, 1973

My address is 910 West Wingra Drive, Madison, WI, 53715, USA
(street) (city) (state) (zip code) (country)

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

Executed in Dane County, State of Wisconsin, on the 5 day of Oct, 2022
(month) (year)


Signature of authorized agent of contracting business
(Print name)

Forms provided by Texas Ethics Commission

www.ethics.state.tx.us

Version V1.1.191b5cdc

REQUIRED CONTRACT PROVISIONS

The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts may contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. ***Language as of May 21, 2021.***

All Contracts

>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include:	2 CFR 200.321

	(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.	
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153 . The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.	Texas Government Code 2252.152
>\$2,000	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-	2 CFR 200 APPENDIX II (D)

	Federal entity must report all suspected or reported violations to the Federal awarding agency.	
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)

consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such

	direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.	
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a recipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.	2 CFR 200.334

	(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
THRESHOLD	PROVISION	CITATION
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.	Texas Government Code 2271
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
	See 2 CFR §200.316.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200

		APPENDIX II (L) 2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.323.	
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of ARP Act funds. If no such funds are awarded, the contract shall terminate.	Optional
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award -related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award -related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112

Insert Financial Capacity Statement



February 17, 2022

To Whom It May Concern:

Please accept this letter in support of Strand Associates, Inc. of Madison, WI. Capitol Bank has enjoyed a strong working relationship with Strand Associates, Inc. since 1995. They have handled all of their obligations as agreed. The relationship has always been positive and has included a variety of business transactions.

During our length relationship, we have determined that Strand is one of the strongest engineering firms in the Midwest. Their reputation is well-known and they have demonstrated a strong ability to grow their revenue stream regardless of the prevailing economic condition. Capitol Bank considers Strand a low risk, high quality customer.

For these reasons, it is without hesitation that I recommend Strand Associates, Inc. and confirm that the firm is in excellent financial standing with the Bank. If I can provide further assistance, please do not hesitate to contact me at 608-836-1616.

Sincerely,

Kenneth D. Thompson
President / CEO

Madison
710 N. High Point Road
Madison, WI 53717

P 608.836.1616
F 608.836.1615



Verona
108 E. Verona Avenue
Verona, WI 53593

Member FDIC
P 608.845.0108
F 608.845.0109



Baker Tilly US, LLP
4807 Innovate Ln
PO Box 7398
Madison, WI 53707-7398

T: +1 (608) 249 6622
F: +1 (608) 249 8532

bakertilly.com

June 28, 2021

To Whom It May Concern:

We are pleased to serve as a reference for Strand Associates, Inc. Having served as the CPA firm for Strand Associates since 2006, Baker Tilly US, LLP has conducted review engagements for the Company; performed audits of the Company's employee benefit plan; prepared corporate tax returns; and provided other consulting services on a regular continuous basis. Throughout our years of service to Strand Associates, we have enjoyed working with several members on the Company's management team, and we consider them to be of high character and integrity.

Strand Associates was formed in 1946 and currently operates from ten offices in several states. The Company has enjoyed a consistent pattern of growth, and was recently ranked among the top 500 design firms in the United States by *Engineering News-Record*. Strand Associates has earned a strong reputation within the communities it serves by delivering quality service on a consistent basis. Based on our personal working experience with the management team, we highly recommend Strand Associates as a vendor and partner to prospective clients. Baker Tilly is grateful for the opportunity to have served Strand Associates for the past fifteen years and we look forward to continuing our relationship for years to come. We can be reached at 608 240 6742 (Dan O'Connor) and 608 240 2667 (Ash Pharo) to answer any specific questions or provide further assistance.

Sincerely,

BAKER TILLY US, LLP

Daniel O'Connor, CPA, Partner

Ash Pharo, CPA, Senior Manager

Baker Tilly US, LLP, trading as Baker Tilly, is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. © 2020 Baker Tilly US, LLP



Regular City Council
AGENDA ITEM 17.

Agenda Item: Discuss and Possibly Act Upon a Contract Between the City of Brenham and Strand Associates, Inc. for Engineering Services Related to Various Wastewater Projects to be Funded Through the American Rescue Plan Act (ARPA) and Administered by the United States Department of the Treasury (Treasury), and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-October 13, 2022

Department: Wastewater Treatment Plant

Staff Contact: Shawn Bolenbarr

SUMMARY STATEMENT:

During the month of July 2022 the City of Brenham completed a Request for Qualification (RFQ) seeking qualified engineering, architectural, and/or surveying firms to prepare preliminary and final design plans and specifications for various water and wastewater projects eligible for funding under the American Rescue Plan Act (ARPA). Strand Associates, Inc. was selected as the most qualified Engineering firm. On August 4, 2022 the City Council awarded the RFQ for engineering, architectural and/or surveying services for the ARPA projects to Strand Associates, Inc..

The scope of services for this agreement is to provide permitting, topographic survey, design, bidding-related, and construction-related services for the wastewater ARPA funded projects. The projects will consist of rehabilitation of the process aeration blowers at the WWTP, rehabilitation to portions of Treatment Module 1, and a UV light disinfection system to replace the existing chlorination system at the WWTP. The rehabilitation of the Treatment Module 1 consist of demolition to two sluice gates, replacement of two mud valves and operators, replacement of two-inch air drops, replacement of one-inch air drops, clarifier drive rehabilitation, addition of concrete walls in existing return activated sludge (RAS) channel, two RAS Pumps, RAS force main piping, removal and disposal of sludge in the existing tanks, concrete surface repair, miscellaneous metal replacement, miscellaneous paining, and electrical rehabilitation of electrical components consists of conduit, wiring, lighting, switches, boxes, and disconnects.

Payment for these services to the firm shall be compensated with a negotiated fixed fee of \$391,000.00. Payment to the Firm shall be based on satisfactory completion of identified milestones in part III-payment schedule of this agreement. We respectfully ask Council to approve the American Rescue Plan ACT (ARPA) Agreement for Engineering Services between Strand Associates, Inc. and the City of Brenham in the amount of \$391,000.00 for all services listed in this Agreement.

ATTACHMENTS:

(1) American Rescue Plan Act (ARPA) Agreement for Engineering Services (Wastewater)
--

RECOMMENDED ACTION:

Approve the Contract Between the City of Brenham and Strand Associates, Inc. in an amount not to exceed \$391,000.00 for Engineering Services for the City's various wastewater projects funded by the American Rescue Plan Act (ARPA) and administered by the United States Department of the Treasury (Treasury), and authorize the Mayor to execute any necessary documentation.

**AMERICAN RESCUE PLAN ACT (ARPA)
AGREEMENT FOR ENGINEERING SERVICES**

PART I—AGREEMENT

THIS AGREEMENT, entered into the _____ day of _____, 20____, by and between the City of Brenham, hereinafter called the “City,” acting herein by the Honorable Milton Y. Tate, Jr., its mayor, hereunto duly authorized, and Strand Associates, Inc.®, hereinafter called “Firm,” acting herein by Joseph M. Bunker, its corporate secretary.

WITNESSETH THAT:

WHEREAS, the City desires to perform rehabilitation of the existing wastewater treatment plant (WWTP) Treatment Module 1, rehabilitation of the existing blowers, and installation of an ultraviolet (UV) disinfection system at the WWTP under the general direction of the American Rescue Plan Act (hereinafter called ARPA) administered by the United States Department of the Treasury (Treasury); and

WHEREAS, the City desires to engage Firm to render certain services in connection with ARPA Projects.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

The Firm will perform the services set out in **PART II—SCOPE OF SERVICES**

2. ARPA Compliance

The Firm agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.

3. Time of Performance

The services of the Firm shall commence upon execution of this Agreement, which is anticipated the week of October 10, 2022. In any event, all of the services required and performed hereunder shall be completed no later than December 31, 2024, or the project(s) administrative closure date of December 31, 2026, as defined by the Treasury, whichever is later. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury’s implementing regulations, City may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

4. Local Program Liaison

For purposes of this Agreement, the GrantWorks project manager or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

5. Maintenance of and Access to Records

The Firm shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Firm in order to conduct audits or other investigations.

Records shall be maintained by the Firm for a period of five (5) years after all funds have been expended or returned to the Treasury, whichever is later.

6. Compensation and Method of Payment

The Firm shall be compensated with a negotiated fixed fee of \$391,000. Payment to the Firm shall be based on satisfactory completion of identified milestones in **PART III—PAYMENT SCHEDULE**, of this Agreement.

7. Indemnification

The Firm shall comply with the requirements of all applicable laws, rules, and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against any and all claims, costs, suits, and damages, including reasonable attorney's fees arising out of the Firm's negligent performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State, and local taxes on contributions imposed or required under the Social Security, worker's compensation, and income tax laws.

8. Miscellaneous Provisions

- a. This Agreement shall be construed under and according to the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Washington County, Texas. Exclusive venue for any claim, dispute, lawsuit or other legal proceeding arising out of or involving this Agreement shall lie in a court of competent jurisdiction in Washington County, Texas.
- b. This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to be incorporated into this Agreement.

9. Extent of Agreement

This Agreement which includes Parts I-V; and, if applicable, the following exhibits/attachments: A through F; represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by authorized representatives of both City and the Firm.

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

BY: _____
(Local City Official)

Milton Y. Tate, Jr.
(Printed Name)

Mayor
(Title)

BY: _____
(Firm's Authorized Representative)

Joseph M. Bunker
(Printed Name)

Corporate Secretary
(Title)

PART II—SCOPE OF SERVICES

The Firm shall render the following professional services necessary for the development of the project.

Project Understanding

The project consists of rehabilitation of the process aeration blowers at the WWTP, rehabilitation to portions of Treatment Module 1, and a UV light disinfection system to replace the existing chlorination system at the WWTP. The rehabilitation of Treatment Module 1 consists of demolition of two sluice gates, replacement of two mud valves and operators, replacement of two-inch air drops, replacement of one-inch air drops, clarifier drive rehabilitation, addition of concrete walls in existing return activated sludge (RAS) channel, two RAS pumps, RAS force main piping, removal and disposal of sludge in the existing tanks, concrete surface repair, miscellaneous metal replacement, miscellaneous painting, and electrical. Rehabilitation of electrical components consists of conduit, wiring, lighting, switches, boxes, and disconnects; and does not include services related to the motor control center (MCC) or any motor starters.

SCOPE OF SERVICES

The scope of services is to provide permitting, topographic survey, design, bidding-related, and construction-related services for the Wastewater ARPA-funded Project.

Permitting Services

1. Prepare a Texas Commission on Environmental Quality (TCEQ) discharge permit amendment application to convert the disinfection system to UV disinfection. The discharge permit amendment application is anticipated to be a major amendment, as defined by the TCEQ.
2. Correspond with City and the TCEQ to assist the City in the discharge permit amendment process.
3. Visit the existing WWTP to document the discharge location, take site photographs, and prepare exhibit drawings to be included in the associated discharge permit amendment application.
4. Communicate with City's preferred testing laboratory for sample collection and testing the effluent characteristics for the existing WWTP in accordance with TCEQ criteria. City shall pay all associated laboratory service fees.
5. Review and provide comments, as appropriate, on the TCEQ-provided documents including notices and draft discharge permit amendments. City shall be responsible for publishing public notices.

Design Services

1. Attend one preliminary kickoff meeting with City and its Grant Administrator to discuss the project scope, schedule, budget, and related information.
2. Provide topographic survey to gather information for design and for the preparation of Bidding Documents. Topographic survey will include the area of the site within the WWTP fence and will

include the location of visible overhead and marked underground utilities within survey limits as field marked through Texas 811 locate request. Submit one Texas 811 request; additional requests and subsequent survey will be considered additional services.

3. Review the potential rehabilitation of the six existing centrifugal blowers and potential replacement of the existing blower inlet control valves and controls. Review up to two alternative blower technologies for potential aeration blower replacement of the six existing centrifugal blowers. Review potential aeration equipment replacement with fine bubble diffusion, and potential aeration instrumentation and controls changes for the potential blower replacement alternatives. Evaluation will be in accordance with a total present worth analyses taking into account both capital costs and operation and maintenance costs over a 20-year period.
4. Attend one review meeting with City at the WWTP to discuss the aeration blower total present worth analyses.
5. Design the following elements:
 - a. Rehabilitation of the six existing aeration tank centrifugal blowers.
 - b. Replacement of the six aeration tank blower inlet butterfly valves and motorized actuators.
 - c. Replacement of the existing aeration tank blower control panels with one blower control panel.
 - d. Treatment Module 1 modifications including demolition of sluice gates DOWG-1A and DOWG-2A, replacement of two mud valves and operators in the aeration basins, replacement of the one-inch and two-inch air drops in the mixed liquor feed basins upstream of the final clarifiers, final clarifier drive rehabilitation, addition of two concrete walls in the existing RAS channel, two dry pit helical screw centrifugal RAS pumps located near the existing waste activated sludge pumps, six-inch RAS force main piping route through the existing RAS channel, removal and disposal of sludge in the existing tanks, concrete surface repair, miscellaneous metal replacement, miscellaneous painting, and electrical power distribution and controls associated with RAS pumps. Modification of electrical components includes conduit, wiring, lighting, switches, boxes, and disconnects; and does not include services related to the MCC or any motor starters. An electrical conduit and wire replacement cash allowance is anticipated to be included in the Bidding Documents.
 - e. Modifications for UV disinfection including UV disinfection equipment located in the existing Treatment Module 2 east chlorine contact chamber, UV equipment and layout design including one UV equipment manufacturer's input, concrete channel walls and slab, effluent weir troughs, slide gate at the existing secondary effluent channel, steel canopy structure above UV channel and UV electrical equipment, grating at the effluent channel, concrete slab over existing east chlorine contact chamber, demolition of gas chlorination equipment, demolition of gas dechlorination equipment, and electrical power distribution, instrumentation, and controls associated with UV disinfection.

6. Prepare Bidding Documents using Engineers Joint Contract Documents Committee C700 Standard General Conditions of the Construction Contract, 2018 edition, Grant Administrator-provided General Conditions, technical specifications, and engineering drawings. Engineering drawings will include civil, process, mechanical, structural/architectural, electrical/controls, and details. All Bidding Documents must be submitted to the City for review and receive prior written approval of the City.
7. Attend three progress review meetings with City staff at approximately 30, 60, and 90 percent drawing completion.

Bidding-Related Services

1. Distribute one set of Bidding Documents electronically through CivCast, available at www.strand.com and www.civcastusa.com. Submit Advertisement for Bid to City's newspaper of choice. City shall pay newspaper directly for advertisement.
2. Attend one prebid meeting, prepare addenda, and answer questions during bidding.
3. Attend bid opening, tabulate and analyze bid results, and assist City in the award of the Construction Contract.
4. Review construction contractor's eligibility verification through www.SAM.gov.
5. Attend one council meeting for Construction Contract award.
6. Prepare four sets of Contract Documents for signature.

Construction-Related Services

1. Provide contract administration services including attendance at preconstruction conference, review of contractor's shop drawing submittals, review of contractor's periodic pay requests, attendance at up to ten monthly construction progress meetings, periodic site visits, preparation of change order documents, and participation in project closeout. Services are based on a 540-day construction schedule with a 200-day active onsite construction schedule from contractor mobilization to final completion.
2. Provide resident project representative for up to 290 hours of part-time observation of construction. In furnishing observation services, Firm's efforts will be directed toward determining for City that the completed project will, in general, conform to the Contract Documents; but Firm will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.
3. Provide record drawings in electronic format from information compiled from contractor's records. Firm is providing drafting Services only for record drawings based on the records presented to the Firm by Contractor and City. Firm will not be liable for the accuracy of the record drawing information provided by the Contractor and City.

SUBCONTRACTS

1. No services under this Agreement shall be subcontracted by the Firm without prior approval, in writing from the City.
2. The Firm shall, prior to proceeding with the services, notify the City in writing of the name of any subcontractors proposed for the services, including the extent and character of the services to be done by each.
3. If any time during the progress of the services, the City determines that any subcontractor is incompetent or undesirable, the City will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the City.
4. The Firm will include in all contracts and subcontracts in excess of \$150,000 a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The provisions shall require reporting of violations to the Treasury, Texas Commission on Environmental Quality, and the Regional Office of the Environmental Protection Agency (EPA).
5. The Firm will include in all contracts and subcontracts in excess of \$250,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
6. The Firm will include in all contracts and subcontracts in excess of \$10,000 provisions addressing termination for cause and for convenience by the City including the manner by which it will be affected and the basis for settlement.
7. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
 - a. Prime construction contracts in excess of \$10,000,000, as stated in the Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance Section B Project and Expenditure Report, number 8 j 1 on page 21 must be in compliance with the Davis-Bacon Act, as amended (40 U.S.C.3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
 - b. Prime construction contracts in excess of \$2,000, compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3);
 - c. Contracts greater than \$10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
 - d. Contracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);

- e. For contracts in excess of \$10,000,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and
 - f. For procurement of recovered materials where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, compliance with 2 CFR 200.322 and section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requires procuring only items designated in guidelines of the EPA at 40 CFR part 247 that contain the highest percentage of recovered materials practicable.
 - g. The Firm and its subcontractors will comply with CFR 200.216 which prohibits obligating or expending loan or grant funds to procure, obtain, extend or contract with services or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - h. The Firm and its subcontractors will comply with CFR 200.322 which requires as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for services or products under this award.
8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this Agreement to any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the City, the Texas Comptroller of Public Accounts, the Comptroller General of the United States, the Treasury, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
10. The Firm will include in all contracts and subcontracts a requirement that the subcontractor maintain all relevant project records for five (5) years after the City has made final payment to the subcontractor and all other pending matters are closed.

STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Firm and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Firm represents that it has the required skills and capacity to perform services to be provided under this Agreement.
2. The Firm represents that services provided under this Agreement shall be performed within the limits prescribed by the City in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
3. Any deficiency in Firm's services performed under this Agreement shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from City and at the Firm's expense if the deficiency is due to Firm's negligence. The City shall notify the Firm in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the City under applicable state or federal law.
4. The Firm agrees to and shall hold harmless the City, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Firm, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Firm doing the services herein contracted for or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement.

PART III–PAYMENT SCHEDULE

City shall reimburse the Firm for professional services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

MILESTONES	PERCENTAGE OF CONTRACT FEES
Completion and Acceptance of Preliminary Engineering Plans and Specifications by City Anticipated Milestone Completion: 2/28/2023	<u>20</u> %
Approval of Final Plans and Specifications Anticipated Milestone Completion: 6/30/2023	35%
Completion of Bid Advertisement and Contract Award Anticipated Milestone Completion: 9/30/2023	<u>25</u> %
Completion of Final Closeout Assessment and Submittal of “As Builts” to City Anticipated Milestone Completion: 11/30/2024	<u>10</u> %
Completion of Final Inspection and Acceptance by City Anticipated Milestone Completion: 12/31/2024	<u>10</u> %
TOTAL	<u>100</u> %
<i>Note: Percentages of payment listed here are general guidelines based on engineering services typically provided. These are negotiable, and should serve only as a guide. Payment schedule should be tied directly to the actual Scope of Work identified in PART II–SCOPE OF SERVICES.</i>	



PART IV—TERMS AND CONDITIONS

1. USE OF FUNDS

- a. City understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the “Act”), Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. City will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. PERIOD OF PERFORMANCE

The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury’s implementing regulations, City may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. REPORTING

Firm agrees to provide timely information aiding the City with any reporting obligations established by the Treasury as they relate to this award.

4. ACCESS TO RECORDS

In accordance with 2 CFR 200.337, during the Agreement’s time of performance the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives will have access to any books, documents, papers, and records maintained by the Firm which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

5. PRE-AWARD COSTS

Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. ADMINISTRATIVE COSTS

City may use funds provided under this award to cover both direct and indirect costs.

7. COST SHARING

Cost sharing or matching funds are not required to be provided by the City.

8. CONFLICTS OF INTEREST

City understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. City must disclose in writing to the Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. COMPLIANCE WITH APPLICABLE RULES AND REGULATIONS.

- a. City agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. City also agrees to comply with all other applicable federal statutes,

regulations, and executive orders, and City shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine, are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F–Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
 - v. City Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit

discrimination on the basis of age in programs or activities receiving federal financial assistance.

- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. REMEDIAL ACTIONS

In the event of City's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. HATCH ACT

City agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. FALSE STATEMENTS

City understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. PUBLICATIONS

Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of City] by the U.S. Department of the Treasury."

14. DEBTS OWED THE FEDERAL GOVERNMENT

- a. Any funds paid to City (1) in excess of the amount to which City is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by City shall constitute a debt to the federal government.
- b. Any debts determined to be owed to the federal government must be paid promptly by City. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the City knowingly or Agreement for ARPA Administration Services. The Treasury will take any actions available to it to collect such a debt.

15. DISCLAIMER

- a. The United States expressly disclaims any and all responsibility or liability to City or third persons for the actions of City or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by City does not in any way establish an agency relationship between the United States and City.

16. PROTECTIONS FOR WHISTLEBLOWERS

- a. In accordance with 41 U.S.C. § 4712, City may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of City, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. City shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. INCREASING SEAT BELT USE IN THE UNITED STATES

Pursuant to Executive Order 13043, 62 FR19217 (Apr. 18, 1997), City should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. REDUCING TEXT MESSAGING WHILE DRIVING

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), City should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving.

19. TERMINATION OF AGREEMENT FOR CAUSE

In accordance with 2 CFR 200 APPENDIX II (B), if the Firm shall fail to fulfill in a timely and proper manner his/her obligations under this Agreement, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall provide written notice to Firm reasonably specifying the failure or violation. If Firm fails to cure such failure or violation within five (5) business days of receiving such notice or, if the failure or violation is incapable of

cure within such time frame, to begin to take actions to cure such failure or violation and to diligently pursue them to completion, City thereupon shall have the right to terminate this Agreement immediately by giving written notice to the Firm. Firm shall be entitled to receive just and equitable compensation for any services satisfactorily completed hereunder. In such an event, all finished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm under this Agreement shall, at the option of the City, become its property.

20. **TERMINATION OF AGREEMENT FOR CONVENIENCE**

Either the City or the Firm may terminate this Agreement at any time by providing at least ten (10) days' notice in writing to the other party to this Agreement. If the Agreement is terminated as provided herein, the Firm, will be paid for the time provided and expenses incurred up to the termination date. In such an event, all finished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Firm under this Agreement shall, at the option of the City, become its property.

21. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689, 2 CFR part 180)**

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

22. **FEDERAL COMPLIANCE**

During the term of this Agreement, the parties shall comply with all Federal laws, regulations, and rules including the following:

- a. **CIVIL RIGHTS ACT OF 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- b. **Section 504 Rehabilitation Act of 1973, as amended.** The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
- c. **AGE DISCRIMINATION ACT OF 1975.** The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- d. **SECTIONS 106(b), 102(a)(4) and A109 OF THE HOUSING & COMMUNITY DEVELOPMENT ACT OF 1974.** i. Under Title VI of the Civil Rights Act of 1964, no

person shall on the ground of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.

e. EQUAL OPPORTUNITY CLAUSE. During the performance of this Agreement, the Firm agrees as follows:

- i. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Firm's legal duty to furnish information.
- iv. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.

- vi. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the Firm's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The Firm will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.

23. **CONTRACTING WITH SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.**

- a. The Firm must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- b. Affirmative steps must include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i) through (v) of this section.

24. **PATENT RIGHTS AND INVENTIONS**

The Firm shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).

25. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the City must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. (2 CFR 200 Appendix II (B))

26. **ENERGY EFFICIENCY**

The Firm shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871). (2 CFR 200 APPENDIX II (H) and 42 U.S.C. 6201).

27. **VERIFICATION NO BOYCOTT ISRAEL**

As required by Chapter 2271.002, Texas Government Code, the Firm hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, “boycott Israel,” as defined by §808.001(1) of the Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

28. **NO FOREIGN TERRORIST ORGANIZATIONS**

Pursuant to Chapter 2252.152, Texas Government Code, the Firm represents and certifies that, at the time of execution of this Agreement neither the Firm, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same

- i. engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or
- ii. is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term “foreign

terrorist organization” in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code

29. COMBATING TRAFFICKING IN PERSONS

Pursuant to Chapter 52.222-50 of the F.A.R. the Firm agrees to comply with all provisions of the Combating Trafficking in Persons Act.

30. TEXAS ETHICS COMMISSION (10 TAC 2252)

A governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission that includes:

- (1) a list of each interested party for the contract of which the contracting business entity is aware; and
- (2) the signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

PART V—APPENDICES

CERTIFICATE OF INSURANCE

SYSTEM FOR AWARD MANAGEMENT RECORD SEARCH

CONFLICT OF INTEREST

DISCLOSURE OF LOBBYING ACTIVITIES

CERTIFICATION REGARDING LOBBYING

CERTIFICATE OF INTERESTED PARTIES FORM 1295

REQUIRED CONTRACT PROVISIONS

FINANCIAL CAPACITY STATEMENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/30/2022

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

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

PRODUCER Ansay & Associates, LLC. MSN 2901 W. Beltline Hwy. Suite 202 Madison WI 53713	CONTACT NAME: Joe Keal PHONE (A/C. No. Ext): 800-643-6133 FAX (A/C. No): 608-831-4777 E-MAIL ADDRESS: joe.keal@ansay.com
INSURED Strand Associates, Inc. 910 W. Wingra Drive Madison WI 53715	INSURER(S) AFFORDING COVERAGE INSURER A: CNA Insurance Companies NAIC # 35289 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 643327820 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBMT INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ 1,000 ☒ XCU cov. Ind. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC		5099170076	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 900,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		5099170062	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		5099170059	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	WC595126844	1/1/2022	1/1/2023	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Full Prior Acts		AEH113974097	7/11/2022	7/11/2023	Each Claim Aggregate Full Prior Acts 2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
PROJECT: Brenham ARPA WWTP Improvements
Strand Project #: 3900.266

CERTIFICATE HOLDER

CANCELLATION

City of Brenham Attn: City Manager PO Box 1059 Brenham TX 77834	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD



Entity Registration
Exclusions
Active Exclusions
Inactive Exclusions
Responsibility / Qualification
Entity Reporting

STRAND ASSOCIATES INC

Unique Entity ID
RXYLDVEKKHS3

CAGE/NCAGE
3PLA7

Registration Status	Expiration Date
Active Registration	May 23, 2023

Purpose of Registration
All Awards

Physical Address
**910 W Wingra DR
Madison, Wisconsin
53715-1943, United States**

Mailing Address
**910 W Wingra DR
Madison, Wisconsin
53715-1943, United States**

Version

Current Record

There may be instances when an individual or firm has the same or similar name as your search criteria, but is actually a different party. Therefore, it is important that you verify a potential match with the excluding agency identified in the exclusion's details. To confirm or obtain additional information, contact the federal agency that took the action against the listed party. Agency / points of contact, including name and telephone number, may be found by navigating to the Agency Exclusion POCs page within Help.

ACTIVE EXCLUSIONS

There are no active exclusion records associated to this entity by its Unique Entity ID.

INACTIVE EXCLUSIONS

There are no inactive exclusion records associated to this entity by its Unique Entity ID.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.**2** ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)**3** Name of local government officer about whom the information is being disclosed._____
Name of Officer**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes☐ No**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**7**_____
Signature of vendor doing business with the governmental entity10/5/2022

Date

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 1/1/2021

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;

or

- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

- (3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Organization:

Strand Associates, Inc.

Street address:

910 West Wingra Drive

City, State, Zip:

Madison, WI, 53715

Joseph M. Bunker

CERTIFIED BY: (type or print)

Corporate Secretary

TITLE:

Joseph M Bunker
(signature)

10/5/2022
(date)

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

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

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

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

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

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

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

REQUIRED CONTRACT PROVISIONS

The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts may contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. ***Language as of May 21, 2021.**

All Contracts

>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include:	2 CFR 200.321

	(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.	
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153 . The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.	Texas Government Code 2252.152
>\$2,000	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-	2 CFR 200 APPENDIX II (D)

	Federal entity must report all suspected or reported violations to the Federal awarding agency.	
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)

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

	direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.	
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a recipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.	2 CFR 200.334

	(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
THRESHOLD	PROVISION	CITATION
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.	Texas Government Code 2271
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
	See 2 CFR §200.316.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200

	See 2 CFR §200.323.	APPENDIX II (L) 2 CFR 200 APPENDIX II (J)
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of ARP Act funds. If no such funds are awarded, the contract shall terminate.	Optional
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award -related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award -related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112

Insert Financial Capacity Statement



February 17, 2022

To Whom It May Concern:

Please accept this letter in support of Strand Associates, Inc. of Madison, WI. Capitol Bank has enjoyed a strong working relationship with Strand Associates, Inc. since 1995. They have handled all of their obligations as agreed. The relationship has always been positive and has included a variety of business transactions.

During our length relationship, we have determined that Strand is one of the strongest engineering firms in the Midwest. Their reputation is well-known and they have demonstrated a strong ability to grow their revenue stream regardless of the prevailing economic condition. Capitol Bank considers Strand a low risk, high quality customer.

For these reasons, it is without hesitation that I recommend Strand Associates, Inc. and confirm that the firm is in excellent financial standing with the Bank. If I can provide further assistance, please do not hesitate to contact me at 608-836-1616.

Sincerely,

Kenneth D. Thompson
President / CEO

Madison
710 N. High Point Road
Madison, WI 53717

P 608.836.1616
F 608.836.1615

Verona
108 E. Verona Avenue
Verona, WI 53593

Member P 608.845.0108
FDIC F 608.845.0109



Baker Tilly US, LLP
4807 Innovate Ln
PO Box 7398
Madison, WI 53707-7398

T: +1 (608) 249 6622
F: +1 (608) 249 8532

bakertilly.com

June 28, 2021

To Whom It May Concern:

We are pleased to serve as a reference for Strand Associates, Inc. Having served as the CPA firm for Strand Associates since 2006, Baker Tilly US, LLP has conducted review engagements for the Company; performed audits of the Company's employee benefit plan; prepared corporate tax returns; and provided other consulting services on a regular continuous basis. Throughout our years of service to Strand Associates, we have enjoyed working with several members on the Company's management team, and we consider them to be of high character and integrity.

Strand Associates was formed in 1946 and currently operates from ten offices in several states. The Company has enjoyed a consistent pattern of growth, and was recently ranked among the top 500 design firms in the United States by *Engineering News-Record*. Strand Associates has earned a strong reputation within the communities it serves by delivering quality service on a consistent basis. Based on our personal working experience with the management team, we highly recommend Strand Associates as a vendor and partner to prospective clients. Baker Tilly is grateful for the opportunity to have served Strand Associates for the past fifteen years and we look forward to continuing our relationship for years to come. We can be reached at 608 240 6742 (Dan O'Connor) and 608 240 2667 (Ash Pharo) to answer any specific questions or provide further assistance.

Sincerely,

BAKER TILLY US, LLP

Daniel O'Connor, CPA, Partner

Ash Pharo, CPA, Senior Manager

Baker Tilly US, LLP, trading as Baker Tilly, is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. © 2020 Baker Tilly US, LLP



Regular City Council
AGENDA ITEM 18.

Agenda Item: Discuss and Possibly Act Upon a Chapter 380 Agreement Between the City of Brenham and Brenham Market Square, LP and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-October 13, 2022

Department: Economic Development

Staff Contact: Susan Cates

SUMMARY STATEMENT:

Brenham Market Square is developing a 51-acre mixed use property that will include: multi-family housing, retail, restaurants, hospitality, and other commercial sites. In March, 2022 a Memorandum of Understanding was executed between the City of Brenham and Brenham Market Square indicating the intention of the City Council to support this development through reimbursement of actual costs related to public infrastructure projects undertaken by this private developer from the tax increment generated by the property tracts that comprise the Brenham Market Square development within Tax Increment Reinvestment Zone Number One, once the terms of the 380 Agreement were negotiated to the satisfaction of both parties.

The Chapter 380 Agreement between the City of Brenham and Brenham Market Square as presented is in accordance with the Policy for the Reimbursement of Qualified Infrastructure Costs for Private Development of Public Infrastructure Within Tax Increment Reinvestment Zone Number One, City of Brenham, Texas as adopted by Resolution R-22-015. The Chapter 380 Agreement also stipulates Architectural Enhancement Requirements designed to insure a high quality development reflective of the type of projects that the City wishes to encourage.

Prior to presentation to the City Council for approval, this Chapter 380 Agreement will be reviewed by the Tax Increment Reinvestment Zone Board for their recommendation to Council regarding approval.

ATTACHMENTS:

(1) Chapter 380 Economic Development Agreement

RECOMMENDED ACTION:

Approve a Chapter 380 Agreement between the City of Brenham and Brenham Market Square, LP and authorize the Mayor to execute any necessary documentation.

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF BRENHAM
AND MARKET SQUARE SERIES, LLC

This Chapter 380 Economic Development Agreement (the “Agreement”) is entered into to be effective as of _____, 2022 (the “Effective Date”) by and between the City of Brenham, a Texas home-rule municipal corporation located in Washington County, State of Texas (the “City”), by and through its Mayor, and Brenham Market Square, LP, a Texas limited partnership (“Market Square”), collectively sometimes referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, Chapter 380 of the Texas Local Government Code permits cities to make loans or grants of public funds for the purpose of promoting economic development and stimulating business and commercial activity within the City; and

WHEREAS, the City of Brenham established Tax Increment Reinvestment Zone Number One, City of Brenham, Texas (“TIRZ”) pursuant to Chapter 311 of the Texas Tax Code on December 20, 2018; and

WHEREAS, the purpose of the TIRZ is to utilize Tax Increment Financing to fund public improvements within the TIRZ that significantly enhance the value of all taxable real property in the TIRZ and as a general benefit to the City; and

WHEREAS, the City of Brenham adopted the Tax Increment Reinvestment Zone Number One, City of Brenham, Texas Final Project and Finance Plan (“Final Project and Finance Plan”) pursuant to Chapter 311 of the Texas Tax Code on December 19, 2019; and

WHEREAS, Section 15 of the Final Project and Finance Plan establishes Economic Development Programs as a valid use of funds in the TIRZ to incentivize the development of public improvements necessary to the growth of commercial enterprises in undeveloped or underdeveloped areas within the TIRZ; and

WHEREAS, the City adopted by Resolution R-22-015 the “Policy for the Reimbursement of Qualified Infrastructure Costs for Private Development of Public Infrastructure within Tax Increment Reinvestment Zone Number One, City of Brenham, Texas” (“Policy”) on March 17, 2022; and

WHEREAS, the Policy authorizes the City to enter into Chapter 380 agreements with Developers to provide for reimbursement of eligible infrastructure costs using TIRZ funds; and

WHEREAS, Market Square is a proposed 51-acre mixed use development (“Project”) that will include multi-family residential, commercial, retail, hospitality, and restaurant properties which will positively impact the ad valorem tax revenue, hotel occupancy tax revenue, and sales tax revenue of the City of Brenham; and

WHEREAS, the Market Square development will provide additional residential options for Brenham citizens. Further, it is anticipated that this commercial development will mitigate retail leakage to adjacent communities and attract visitors to our community for shopping, dining, and hotel stays; and

WHEREAS, Market Square anticipates the total property value of the fully developed Project to be in excess of \$133,850,000; and

WHEREAS, it is necessary to build infrastructure to support the development of the Market Square Project. The infrastructure will include water, wastewater, roads, and drainage. The estimated cost of the infrastructure is \$7,500,914; and

WHEREAS, the City has determined that construction of the Project will positively impact the local economy through expansion of the City's ad valorem tax base, sales tax revenue, and creation of jobs in the community; and

WHEREAS, the City Council of the City of Brenham supports the continued growth and expansion of economic development in the City by entering into this Agreement to promote and expand desirable commercial growth within the City;

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1.

AUTHORIZATION AND PROGRAM ESTABLISHMENT

- 1.01 The City Council of the City hereby establishes a Chapter 380 economic development program (the "Program"), utilizing TIRZ funds as authorized by the Policy, to fund Public Improvements within the boundaries of the TIRZ in order to enhance the value of all taxable real property in the TIRZ as a general benefit to the City, which will also encourage economic development within the City and promote new businesses, and the City Council finds and determines that this Agreement will effectuate the purposes of the Program and Policy, and that Market Square's performance of its obligations herein will also promote local economic development and stimulate business and commercial activity in the City.

ARTICLE 2.

DEFINITIONS

- 2.01 The terms "Agreement," "Effective Date," "City," "Market Square," "Policy," "Project," "Parties," "Program," and "Architectural Requirements" shall have the meanings provided herein.

ARTICLE 3.
TERM

- 3.01 The term (“Term”) of this Agreement shall commence on the Effective Date herein above and, unless otherwise terminated earlier in accordance with this Agreement, shall terminate: 1) immediately upon the reimbursement payment for year twenty (20) has been made by the City to Market Square; 2) upon Market Square’s receipt of total reimbursement payments equal to the amount of the Qualified Infrastructure Costs; or 3) upon Market Square’s receipt of total reimbursement payments equal to the amount of the Maximum Infrastructure Reimbursement Cap; whichever occurs first.

ARTICLE 4.
COVENANTS OF MARKET SQUARE AND THE CITY

- 4.01 Based on the Market Square’s application for Economic Development Incentives and the Opinion of Probable Cost for public infrastructure, it is estimated that \$7,259,539.00 is the amount of Qualified Infrastructure Costs to be incurred in development of the Project.
- 4.02 The estimated appraised value of the Project’s real property, including Washington County Appraisal District tracts R20290, R67212, R24715, R67801, R20315, and R20322 (collectively, the “Tracts”) as fully developed, will be greater than \$100,000,000. Therefore, 8% of the appraised value of the Project property value can be reimbursed for Qualified Infrastructure Costs. The maximum Qualified Infrastructure Reimbursement for this Project is \$10,000,000.
- 4.03 Only Tax Increment revenues generated by the Tracts and development on the Tracts may be used to fund the reimbursement payments to Market Square for this Project.
- 4.04 Notwithstanding Section 3.3 of the Policy, due to current time constraints, Market Square may proceed with the construction of public infrastructure associated with the Project, and such commencement of construction will not cause such public infrastructure to be deemed ineligible for reimbursement as Qualified Infrastructure Costs pursuant to the Policy. The reimbursement payments will be paid as revenues are received annually into the TIRZ fund. At no time will reimbursement payments to Market Square exceed the funds generated by the Project.
- 4.05 Reimbursement payments for Qualified Infrastructure Costs shall commence in 2024 – Year One. In years one through ten (1-10) 100% of the increment generated by the Project shall be used to reimburse Qualified Infrastructure Costs for which proof of payment has been received and approved by the TIRZ Board. In years eleven through twenty (11-20) 75% of the increment generated by the Project shall be used to reimburse Qualified Infrastructure Costs for which proof of payment has been received and approved by the TIRZ Board.

- 4.06 Should the appraised value of the developed Project not meet the projections, the maximum value of the reimbursement payments will be adjusted accordingly based on the appraised value of the developed Project.
- 4.07 Except as expressly stated otherwise in this Agreement, Market Square and the City shall comply with any and all provisions of the Policy.
- 4.08 Market Square shall timely pay and remain current on all property taxes imposed on the Project or any portion thereof, subject to appeal rights in accordance with applicable law, and subject to a right to cure any delinquency. Market Square shall have the right to protest, contest, or litigate: (a) any assessment of the value of the Project by the Washington County Appraisal District which appraises real or personal property on all or any part of the Project; and, (b) any tax imposed on the Project by any taxing authority with jurisdiction that includes the Project.
- 4.09 Upon reasonable notice from the City to Market Square, Market Square shall provide to the City reasonable access to the Project Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. Central Time, and any and all reasonably necessary information and records related to the Project or the associated improvements if, and only if, such access, information, or records are necessary to confirm Market Square's compliance with the terms of this Agreement.
- 4.10 Subject to Market Square complying with all of its duties and obligations in this Agreement, the City agrees to make reimbursement payments to Market Square in compliance with this Agreement and the Policy.
- 4.11 It is the responsibility of Market Square to submit proof of payment for all Qualified Infrastructure Costs that are eligible for reimbursement within one (1) year of payment to the contractor, service provider, or supplier. Costs for which proof of payment is submitted to the TIRZ Board more than one (1) year after the payment is made to the contractor, service provider, or supplier will no longer be considered allowable costs for reimbursement.
- 4.12 Market Square shall design and construct the Project in accordance with the Brenham Market Square – Architectural Enhancement Requirements set forth in Exhibit “A” attached hereto and incorporated herein for all purposes pertinent. Market Square shall be deemed a “Developer” as that term is used in Exhibit “A.” This Section 4.12 shall not apply to the Trinity Brenham Trails, L.P. project constructed on the parcel of property identified as Washington County Appraisal District tract R67801.

ARTICLE 5.

AUTHORITY; COMPLIANCE WITH LAW

- 5.01 Market Square hereby represents and warrants to the City that it has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and that the execution and delivery of this Agreement has been duly authorized

by all necessary action by Market Square and this Agreement constitutes the legal, valid, and binding obligation of Market Square, and is enforceable in accordance with its terms and provisions.

- 5.02 Notwithstanding any other provision of this Agreement, Market Square shall comply with all federal, state, and local laws and regulations related to the subject matter of this Agreement.
- 5.03 Market Square certifies that Market Square does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If Market Square is convicted of a violation under 8 U.S.C. § 1324a(f), that is proven to have occurred during the term of this Agreement, Market Square shall repay the full amount of the reimbursement payments made to Market Square pursuant to this Agreement plus interest, at the rate of the prime rate plus two percent (2%) per annum, not later than the 120th day after the date the City notifies Market Square of the violation.

ARTICLE 6.

BREACH AND REMEDY; TERMINATION; ADDITIONAL REMEDIES

- 6.01 Except as otherwise provided in this Article 6, should either party fail to comply with any of the material terms or conditions of this Agreement, the other party may send written notice of such non-compliance (the “Breach Notice”) to the non-complying party which notice must be delivered in accordance with Section 11.09 herein below and must identify the event and nature of such non-compliance. If the non-compliance remains uncured for ninety (90) days following the non-complying party’s receipt of the Breach Notice, the event of non-compliance shall be deemed to be an breach of this Agreement (a “Breach”); provided, however, that if such non-compliance is not reasonably susceptible of cure within such ninety (90) day period and the non-complying party has commenced and is continuing to diligently pursue the cure of such non-compliance, then after first advising the non-complying party of such cure efforts, the non-complying party shall automatically receive an additional ninety (90) day period within which to cure such non-compliance. The party not accused of non-compliance may authorize additional time to for the non-complying party to cure any such non-compliance but is not obligated to grant such additional time. Notwithstanding anything expressed or implied herein to the contrary, no Breach shall exist if the failure of either party to fully perform its obligations hereunder is the result of a force majeure event as defined in Article 7 herein below. Further time for cure of an event of non-compliance by the non-compliant party shall be automatically extended by the reasonable time the non-complying party is delayed by a force majeure event.
- 6.02 Upon the occurrence and during the continuation of a Breach, the City shall have the right to suspend the reimbursement payments specified in Article 4 herein above, pursuant to a notice (the “Suspension Notice”) delivered in accordance with Section 11.09 herein below, and thereafter to receive from Market Square, as liquidated damages, a sum equal to the amount of all reimbursement payments paid to Market Square pursuant to this Agreement. The calculation of liquidated damages shall not include any penalties or late charges. Such liquidated damages shall be due and payable to the City within thirty (30) days of the

receipt by Market Square of the Suspension Notice. If the City delivers a Suspension Notice pursuant to this Section 6.02, then Market Square shall thereafter have no right to receive the reimbursement payments specified in Article 4 herein above unless and until Market Square has cured the event of non-compliance which resulted in the Breach as specified in the Breach Notice.

ARTICLE 7. **FORCE MAJEURE**

Performance of the parties' obligations under this Agreement shall be subject to extension due to delay by reason of events of force majeure, and the parties' obligations shall be abated during any period of force majeure. Force majeure shall include, without limitation, damage or destruction by fire or other casualty, condemnation, strike, lockout, civil disorder, war, pandemic, epidemic, business and agency closures resulting from emergency acts or orders of any governmental entity, unreasonable delay in issuance of any permit and/or legal authorization, unreasonable delay in governmental approvals and permits, shortage or unreasonable delay in shipment of materials or fuel occasioned by any event referenced herein, acts of God, unusually adverse weather or wet soil conditions or other causes beyond the parties' reasonable control, including but not limited to, any court or judgment resulting from any litigation affecting the Project or this Agreement.

ARTICLE 8. **GIFT TO PUBLIC SERVANT OR TO MARKET SQUARE REPRESENTATIVE**

- 8.01 No Benefit. Each party hereto represents to the other that it has not offered, conferred, or agreed to confer and that it will not offer, confer or agree to confer in the future any benefit upon an employee or official of the other party. For purposes of this section, "benefit" means anything reasonably regarded as economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law.
- 8.02 Right of Repayment. Notwithstanding any other legal remedies, City may obtain repayment for any expenditure or reimbursement payment made to Market Square as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

ARTICLE 9. **ASSIGNMENT**

- 9.01 Market Square may not assign any part of this Agreement without express written approval by the City Council of the City of Brenham, which approval will not be unreasonably withheld, provided that any approved assignee assumes, in writing, all of Market Square's obligations under this Agreement.

ARTICLE 11.
INDEMNIFICATION

- 10.01 MARKET SQUARE EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, AND ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS AND VOLUNTEERS AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF MARKET SQUARE OR ITS OFFICERS, AGENTS, EMPLOYEES, OR CONTRACTORS, ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT.** Nothing in this paragraph may be construed as waiving any governmental immunity or other defense available to the City under state or federal law except as expressly provided herein. This provision is solely for the benefit of Market Square and the City and is not intended to create or grant any rights, contractual or otherwise, in or to any other person.
- 10.02 It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. The City (including its past, present and future officers, elected officials, directors, employees and agents of the City) does not assume any responsibility to any third party in connection with Market Square's construction of the Project.

ARTICLE 12.
MISCELLANEOUS MATTERS

- 11.01 Time is of Essence. Time is of the essence in this Agreement. The Parties hereto will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.
- 11.02 Applicable Law and Venue. This Agreement is made subject to and in accordance with the City of Brenham Home Rule Charter and ordinances of City, as amended, and all applicable local, state and federal laws and regulations. This Agreement is performable in Washington County, Texas. Exclusive venue for any action arising under or involving this Agreement shall lie in the State District Courts of Washington County or if in federal court, the United States District Court for the Western District of Texas.
- 11.03 Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any Party based on draftsmanship.

- 11.04 Counterparts Deemed Original. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 11.05 Relationship of Parties. The Parties shall not be deemed in a relationship of partners or joint ventures by virtue of this Agreement, nor shall either Party be an agent, representative, trustee or fiduciary of the other. Neither Party shall have any authority to bind the other to any agreement.
- 11.06 Governmental Powers. By execution of this Agreement, the City does not waive or surrender any governmental immunities, powers or rights, except as provided in Chapter 271, Texas Local Government Code.
- 11.07 Captions. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
- 11.08 Complete Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in the Agreement, and except as otherwise provided herein cannot be modified without mutual written agreement of the parties to be attached and made a part of this Agreement.
- 11.09 Notice. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent overnight delivery by a nationally recognized overnight courier service; or (iii) delivered by United States certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the respective party at its address set forth below and shall be effective (a) upon receipt or refusal if delivered personally; (b) one business day after depositing, with such an overnight courier service or (c) five business days after deposit in the United States mails, if mailed. Any party hereto may change its address for receipt of notices by service of a notice of such change in accordance with this subsection.

Market Square: Brenham Market Square, LP
Attn: Paul Leventis, President
1722 Broadmoor Drive, Suite 212
Bryan, TX 77802

With a copy to: Chris Peterson
Peterson Law Group
416 Tarrow Street
College Station, TX 77840

Nikelle Meade
Husch Blackwell
111 Congress Avenue, Suite 1400
Austin, TX 78701-4093

City: City of Brenham, Texas
Attn: Carolyn D. Miller, CPA, City Manager
200 W. Vulcan St.
Brenham, TX 77833

With a copy to: Cary L. Bovey
Bovey & Cochran, PLLC
2251 Double Creek Dr., Suite 204
Round Rock, Texas 78664
(512) 904-9441
Fax (512) 904-9445
cary@boveycochran.com

- 11.10 Amendment. This Agreement may only be amended by the mutual written agreement of the parties.
- 11.11 Severability. In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, or word. In the event there shall be substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.
- 11.12 Attorney's Fees. The parties hereto agree that the prevailing party in any dispute, lawsuit or other legal proceeding between the parties arising out of this Agreement shall be entitled to recover its reasonable attorney's fees and costs.

EXECUTED on the respective dates of acknowledgement, to be effective as of the date first set forth above.

CITY OF BRENHAM, TEXAS

By: _____
Name: Milton Y. Tate, Jr.
Title: Mayor

STATE OF TEXAS

COUNTY OF WASHINGTON

This instrument was acknowledged before me on the ____ day of _____, 2022 by Milton Y. Tate, Jr., Mayor of the City of Brenham, a Texas home-rule municipal corporation, on behalf of said municipal corporation.

[Notary Seal]

Notary Public, State of Texas

APPROVED AS TO FORM

By: _____
Cary L. Bovey, City Attorney

BRENHAM MARKET SQUARE, LP

By: _____, a Texas _____,
its general partner

By: _____
Name: _____
Title: _____

STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on the ____ day of _____, 2022 by _____, the _____ of _____, a Texas _____, general partner of BRENHAM MARKET SQUARE, LP, a Texas limited partnership.

[Notary Seal]

Notary Public, State of _____

Exhibit "A"

Developer shall design and construct all structures located within the Brenham Market Square Development in accordance with adopted City of Brenham Codes and Ordinances. Additionally, the Developer shall construct all structures within the subject tract in accordance with the following architectural enhancements which provide greater variations in material, color, and texture to the exterior walls (elevations) of each façade.

Said architectural enhancements are collectively referred to herein as the "Decorative Elements Threshold" and the elevations of *each* Building in the Project must include and satisfy *all* of the following elements:

1. "Primary Building Materials" (only brick, natural stone, fiber cement nichiha panels, glass or glazing) shall cover at least fifty-five percent (55%) of each Building elevation;
2. "Secondary Building Materials" (only concrete masonry unit, concrete panel construction (tilt wall) stucco, cement board siding, EIFS or architectural metal pan) shall cover no more than thirty percent (30%) of each Building elevation; and
3. "Accent Materials" such as door and window frames, lintels, canopies, cornices, architectural metalwork, glass block, copper flashing, EIFS accent features such as cornices, or similar materials may be used on no more than fifteen percent (15%) of each Building elevation.

The Developer shall have the option to elect to forego the Decorative Elements Threshold for each elevation *not* visible from a public right-of way (existing or planned), provided that the Primary Building Materials percentage shall increase in the following manner on all remaining elevations visible from the public right-of-way. Any facades not visible from the public right-of-way and applicable to the exception shall be painted an inconspicuous natural color (such as a shade of tan, brown or green).

1. "Primary Building Materials" (only brick, natural stone, fiber cement nichiha panels, glass or glazing) shall cover at least sixty-five percent (65%) of each Building elevation;
2. "Secondary Building Materials" (only concrete masonry unit, concrete panel construction (tilt wall) stucco, cement board siding, EIFS or architectural metal pan) shall cover no more than twenty-five percent (25%) of each Building elevation; and
3. "Accent Materials" such as door and window frames, lintels, canopies, cornices, architectural metalwork, glass block, copper flashing, EIFS accent features such as cornices, or similar materials may be used on no more than ten percent (10%) of each Building elevation.

Within thirty (30) days after completion of construction of all buildings within the subject tract, the Developer shall deliver a written certification to the City Manager, with sufficient supporting documentation, that the Decorative Elements Threshold has been satisfied in the construction of the buildings. Within thirty (30) days after the City Manager's receipt of the written certification from the Developer, the City Manager shall provide a written notice approving the certification or stating the specific item(s) within the certification of which the City Manager does not approve based on the as-built construction of the buildings on the subject tract, such approval of the City Manager not to be unreasonably withheld, conditioned or delayed.

The following words, terms and phrases, when used in this agreement shall have the meanings ascribed to them in this exhibit, except where the context clearly indicates a different meaning.

Words and terms that are not expressly defined in this exhibit have their ordinary dictionary meanings, based on the latest edition of Merriam-Webster's Unabridged Dictionary. When not inconsistent with the context, words used in the present tense include the future; words used in the singular number include the plural; and words used in the plural number include the singular.

BRICK: A masonry building block of clay baked in a kiln until hard.



NATURAL STONE: Masonry construction using stone material may consist of granite, marble, limestone, slate, river rock, and other hard and durable naturally occurring all weather stone. Cut stone and dimensioned stone techniques are acceptable.



GLASS WALLS. An exterior wall with a maximum reflectance of twenty (20) percent, which carries no structural loads and consists of a combination of metal, glass, or other surfacing material supported in a metal framework. Glass walls include glass curtain walls.



CONCRETE MASONRY UNIT: Concrete masonry units used for masonry construction shall meet the latest standard contained within the building code. Concrete masonry units shall have an indented, hammered, split face finish or other similar architectural finish, and be integrally colored. Lightweight concrete block or cinder block construction is not acceptable as an exterior finish.



CONCRETE PANEL CONSTRUCTION (TILT WALL): Concrete finish, pre-cast panel or tilt wall construction shall be painted, fluted, or exposed aggregate. Smooth or untextured concrete finishes are not acceptable unless painted.



STUCCO: An approximately 7/8-inch, cement-based, three-coat system that is applied over an approved, weather-resistive barrier and metal lath by spraying or troweling. The three-coat system is comprised of a scratch coat, brown coat and a finish coat that is color integrated and sealed.



CEMENT BOARD SIDING (OR PANELS): Shall be fiber cement composite material made of cement reinforced with cellulose fibers.





Regular City Council
AGENDA ITEM 20.

Agenda Item: Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding Legal Issues Concerning the City of Brenham Lake Somerville Raw Water Intake Structure, the Federal Emergency Management Agency, and Associated Matters

Meeting Type: Regular Meeting-October 13, 2022

Department: Administration

Staff Contact: Cary Bovey, City Attorney

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDED ACTION:

No action.



Regular City Council
AGENDA ITEM 21.

Agenda Item: **Section 551.086 - Texas Government Code - Utility Competitive Matters - City of Brenham Gas Utility System - Gas Supply and Transportation Arrangements and Agreements, and Associated Matters**

Meeting Type: Regular Meeting-October 13, 2022

Department: Administration

Staff Contact: Carey Bovey, City Attorney

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDED ACTION:

No action.



Regular City Council
AGENDA ITEM 22.

Agenda Item: **Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding Aviators Plus, LLC v. City of Brenham, Texas; Cause No. 37896; 21st Judicial District Court, Washington County, Texas**

Meeting Type: Regular Meeting-October 13, 2022

Department: Administration

Staff Contact: Cary Bovey, City Attorney

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDED ACTION:

No action.