

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

- A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
- B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
- C. TxDOT Roadway Design Manual (Revised July 2020)
- D. TxDOT Hydraulic Design Manual (Revised September 2019)
- E. National Environmental Policy Act (NEPA)
- F. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
- G. Americans with Disabilities Act (ADA) Regulations
- H. U.S. Army Corps Regulations
- I. International Building Code, current edition as updated
- J. Burnet County Design Criteria & Project Requirements
- K. Burnet County Protocol for Sustainable Roadsides
- L. TxDOT Bridge Design Manual - LRFD, latest edition
- M. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3 **ENGINEERING SERVICES**

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled “Engineering Services.”

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled “Work Authorization No. ”, to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a fee amount agreed upon between the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer’s responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4 **CONTRACT TERM**

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or

costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5

COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Two Million, Three Hundred Eight Thousand Three Hundred Fifty Dollars (\$2,308,350.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B and Exhibit F**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to the County documentation in sufficient detail to meet the Texas Department of Transportation's reimbursement requirements in the Advance Funding Agreement (Exhibit F) and support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such invoices must be in a format acceptable to the County Judge, the County Auditor, and the Texas Department of Transportation. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Burnet County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Burnet County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6

METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Each invoice as referenced in Article 5 above (in a form acceptable to the County), shall be submitted to the Burnet County Judge. Each invoice shall provide a summary of the work accomplished during the billing period for each Work Authorization task with an estimated percentage of completion for the task.

Engineer shall prepare and submit one (1) original of a certified invoice to the Burnet County Auditor in a form acceptable to the County Auditor. All invoices submitted to County must be accompanied by an original complete packet of detailed supporting documentation as outlined in Article 5. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed.^a Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

^a See also, Art. 32(P) "Termination of Work Authorization".

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7

PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

- A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or
- D. The invoice is not submitted to Burnet County^b in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8

COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9

^b See Art. 6, *supra*.

PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Burnet County Judge James Oakley
220 S. Pierce
Burnet, Texas 78611

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however*, the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Burnet County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

K.C. Engineering, Inc.
Greg Haley, P.E.
705 N. Highway 281, Suite 103
Marble Falls, TX 78654

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10

PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Burnet County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

- A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and
- B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11

SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12

ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B**, and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13

CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14

CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or

modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15

USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as “Engineering Work Products”) prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer’s designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County’s sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer’s work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer’s subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16

PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17

SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18

REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- A. By mutual agreement and consent, in writing, of both parties.
- B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to

completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21

COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22

INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES,

INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23

ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24

ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25

INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of \$1,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Burnet County Auditor
133 E, Jackson St.
Burnet, TX 78611

With copy to: Burnet County Judge
220 S. Pierce St.
Burnet, Texas 78611

2. The policy clause “Other Insurance” shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County’s Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit G** herein entitled “Certificates of Insurance.”

ARTICLE 26 **COPYRIGHTS**

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27 **SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28 **SEVERABILITY**

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29 **PRIOR AGREEMENTS SUPERSEDED**

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30 **ENGINEER’S ACCOUNTING RECORDS**

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31

NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Burnet County Judge
220 S. Pierce St.
Burnet, Texas 78611

With copy to: Burnet County Auditor
133 E. Jackson St.
Burnet, Texas 78611

and to: Burnet County Attorney
Attn: Eddie Arredondo
220 S. Pierce St.
Burnet, Texas 78611

Engineer: K.C. Engineering, Inc.
Greg Haley, P.E.
705 N. Highway, Suite 103
Marble Falls, TX 78654

ARTICLE 32

GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Burnet, Burnet County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Burnet County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the

occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and

conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a “day” or “days” shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County’s payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County’s budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

P. Termination of Work Authorization. Should it be determined that the progress in the production of Engineer’s services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "C", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed, including potential termination of such Work Authorization by Burnet County. Additionally, if an approved Work Authorization has not been completed by the end of the applicable County fiscal year under this contract and the Burnet County Commissioners Court does not provide for funding through its budgetary oversight for the subsequent County fiscal year, Burnet County reserves the right to terminate such Work Authorization at its discretion.

ARTICLE 33 **DISPUTE RESOLUTION**

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Burnet County, Texas. The mediator’s fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34

EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

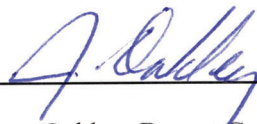
SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE BURNET COUNTY COMMISSIONERS COURT.

COUNTY

By:



James Oakley, Burnet County Judge

Date: 8-25, 20 20

ENGINEER

By:



Greg Haley, P.E., K.C. Engineering, Inc.

Date: August 25, 20 20

LIST OF EXHIBITS ATTACHED

- | | |
|----------------------|---|
| (1) Exhibit A | Debarment Certification |
| (2) Exhibit B | Engineering Services |
| (3) Exhibit C | Work Authorization |
| (4) Exhibit D | Rate Schedule |
| (5) Exhibit E | Burnet County Vendor Reimbursement Policy |
| (6) Exhibit F | TxDOT Advance Funding Agreement |
| (7) Exhibit G | Certificates of Insurance |

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS

§

§

COUNTY OF BURNET

§

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

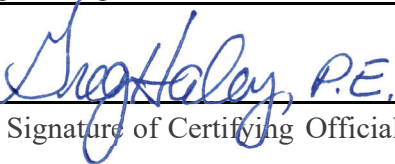
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

K.C. Engineering, Inc.

 P.E.

Signature of Certifying Official

President

Title of Certifying Official

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

EXHIBIT B ENGINEERING SERVICES

ENGINEER shall provide the following services:

1. Surveying
2. Environmental
3. Geotechnical
4. Structural
5. Illumination
6. Engineering: Plans, Specification and Estimate (PS&E)

1. Surveying

Provide an on-the-ground topographic survey of the site, including locating property lines that adjoin the proposed route.

Surveying Services included:

1. Locate property lines adjoining the site
2. Topographic survey of proposed route corridor
3. Stake approximately four (4) bridge core locations
4. Locate roadway core locations
5. Prepare digital drawings of property lines and topographic survey
6. Coordination with Engineer
7. Coordination with Geotechnical Engineer
8. Create Digital Terrain Model (DTM)
9. Stake on the ground up to 20 reference points

Surveying Services excluded:

1. Locating back or side property lines
2. Boundary title survey suitable for right of way acquisition
3. Right of way staking
4. Preparation of right of way map
5. Preparation of metes and bounds descriptions of parcels
6. Preparation of exhibits for right of way acquisition
7. Tree survey
8. Construction phase services

2. Environmental

Prepare documentation for compliance with the National Environmental Protection Act (NEPA) for submittal and approval by TxDOT and/or the Federal Highway Administration (FHWA).

Environmental Services included:

1. Biological Resources assessment
2. Water Resources assessment
3. Community Impacts assessment
4. Hazardous Materials Initial Site Assessment
5. Archeological Background research
6. Historical Resources assessment
7. Project management and administrative duties
8. Coordination with Engineer

Environmental Services excluded:

1. Formal presence/absence surveys for threatened and endangered species
2. Formal consultation with the USFWS under Section 7 of the Endangered Species Act
3. Section 404 of the Clean Water Act permitting or mitigation
4. Texas Rapid Assessment Method (TXRAM) functional assessments
5. Any sampling or analysis for potentially hazardous substances in any environmental media
6. An Induced Growth and/or Cumulative Impacts Analysis
7. In-person meetings with regulatory agency personnel for which travel is required
8. Mitigation for adverse effects, development of agreement documents, Section 4(f) evaluations/documentation, or other services establishing Section 106 NRHP effects
9. Construction phase services

3. Structural

Provide structural engineering services for structural bridge design.

Structural Engineering Services included:

1. Standard TxDOT bridge design using TxDOT Bridge Standards
2. Bridge foundation design
3. Bridge column design
4. Bridge abutment and column cap design
5. Bridge superstructure design
6. Bridge railing design
7. Incidental Bridge design

8. Coordination with Geotechnical engineer
9. Coordination with Illumination engineer
10. Coordination with Engineer
11. Prepare plan sheets, specifications, and estimate for structural items

Structural Engineering Services excluded:

1. Special, non-standard Bridge design, including any type of “exotic” design
2. Aesthetic treatment or pedestrian design
3. Retaining Wall design
4. Construction phase services

4. Geotechnical

Perform geotechnical investigation for bridge and pavement design.

Geotechnical Engineering Services included:

1. Obtain one (1) boring at each channel edge to a depth of approximately 40’ each
2. Obtain one (1) boring at each bridge end (abutment) to a depth of approximately 30’ each
3. Obtain approximately 8 – 10 soil borings along the proposed roadway to a depth of approximately six (6) feet or until auger refusal
4. Locate the bore locations and obtain utility clearance
5. Log core samples
6. Perform laboratory testing of bores
7. Provide bridge foundation design recommendations to Structural engineer
8. Prepare structural pavement design
9. Prepare geotechnical report
10. Coordination with Structural engineer
11. Coordination with Engineer

Geotechnical Engineering services excluded:

1. Site preparation for drilling rig and support vehicles
2. Obtaining cores in addition to those listed above

4. Illumination

Prepare illumination design and plan sheets, specifications and estimate for illumination of the bridge based upon current TxDOT criteria and the Institute of Electrical and Electronic Engineers (IEEE) criteria.

Illumination Services included:

1. Lighting Level Analysis
2. Voltage Drop Calculations

Illumination services excluded:

1. Illumination design outside the limits of the bridge
2. Obtaining electrical services application and connection from the Pedernales Electric Co-Op or other supplier(s)

5. Engineering: Plans, Specifications, and Estimate (PS&E)

Using the Engineering Services above, prepare a complete set of Plans, Specifications, and Estimates in TxDOT format, approved by TxDOT, and suitable for TxDOT to accept bids, award a contract, construct the bridge and approaches, and maintain the project.

Engineering: Plans, Specifications, and Estimate (PS&E) services included:

1. Plans, Specifications, and Estimate (PS&E) (TxDOT format)
2. Project management
3. Coordination with Burnet County
4. Coordination with TxDOT
5. Coordination with LCRA
6. Coordination with Sub-Consultants

Engineering: Plans, Specifications, and Estimate (PS&E) excluded:

1. Off-site analysis and/or design
2. Coordination with the Federal Emergency Management Agency (FEMA)
3. Preparation of Letter of Map Amendment (LOMA) or Letter of Map Revision (LOMR) or any other requirements necessary to amend or otherwise redefine a FEMA floodway / floodplain
4. Establishment of FEMA base flood elevations
5. U.S. Army Corps of Engineers Section 404 permitting
6. Rainfall runoff water quality design
7. Rainfall runoff detention analyses and design
8. Landscape designs
9. Post bidding services
10. Construction phase services
11. Other services not specifically described herein

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. ____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Burnet County Contract for Engineering Services, being dated _____, 2020 and entered into by and between Burnet County, Texas, a political subdivision of the State of Texas, (the "County") and K.C. Engineering, Inc. (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____, 2020. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. Engineer and County understand and agree that the appropriations and expenditure authority described herein is derived solely from the funding mechanism established in the Advance Funding Agreement between the Texas Department of Transportation and Burnet County which is listed in Exhibit F. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20 ____

ENGINEER:

K.C. Engineering, Inc.

COUNTY:

Burnet County, Texas

By: _____
Signature

Printed Name

Title

By: _____
Signature

Printed Name

Title

EXHIBIT D

RATE SCHEDULE

PLANNING AND SCHEMATIC DESIGN
 PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E)
 LUMP SUM PAYMENT METHOD

Prime Provider: K.C. Engineering, Inc.
 Project: Wirtz Dam Road
 CSJ: 914-24-024

Planning and Schematic Design Plan, Specifications and Estimates (PS&E) Lump Sum Payment Method		
	Summary of Activities and Deliverable Items	Summary of Lump Sum Payments
FC 102 (110)		\$438,660.00
FC 120 (120)		\$132,790.00
FC 130 (130)		\$31,640.00
FC 160 (150)		\$93,220.00
FC 160 (160)		\$957,720.00
FC 160 (161)		\$133,280.00
FC 160 (162)		\$86,060.00
FC 160 (163)		\$173,480.00
FC 145 (145; 164)		\$74,870.00
FC 160 (170)		\$186,630.00
		\$2,308,350.00
	Route and Design Studies Social, Economic and Environmental Studies and Public Involvement Right of Way Data Field Surveying and Photogrammetry Roadway Design Controls (Computations and Drafting) Drainage Signing, Pavement Markings, Signalization (Permanent) Miscellaneous (Roadway) Management Bridge Design	

**PLANNING AND SCHEMATIC DESIGN
PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E)
LUMP SUM PAYMENT METHOD**

Payments Will Be Made According to the Following Table of Deliverables		Lump Sum Payments are Paid Based Upon the Deliverables as Indicated in this Document					Invoice Detail for Lump Sum Payments			
Function Codes	Deliverable Submittal	Summary of Activities and Deliverable Items	Estimated Percentage of Work by Function Code	Lump Sum Amount Payable for Listed Deliverables	Cumulative Total By Function Code	Cumulative Percentage of Work by Function	Date Deliverables Submitted to the TxDOT PM	Provider Invoice Number	Provider Invoice Date submitted for payment)	Total Amount Billed (per line item)
FC 102 (110)		Multiple Stakeholder Meetings (TxDOT, Burnet County, LCRA, PEC, Internet, Cable, etc., Property Owners, News Media, Other Interested Parties), Right of Entry, Establish Benchmarks, Boundary Surveying, Topographic Surveying, Feature Location Surveying, Utility Location Survey (Level C), Data Collection, Design Criteria, Design Summary Report, Design Concept Conference, Graphic Layouts, Base Map, Preliminary Alignments, Final Alignments, Preliminary Cost Estimates, Geotechnical Borings, Logs, and Reports, Structural Pavement Design, Study Area Definition, Study Area Map, Purpose & Need Report (Preliminary and Final), Initial Alternatives / Conceptual Definitions / Meeting Documentation, Right-of-Way and Easement Definition, Geometric Design Schematic Preparation, Schematic Revisions, Schematic Approval, QC/QA	100.00%	\$438,660.00	\$438,660.00	100.00%				\$0.00
FC 120 (120)		Informal Meetings, Public Meetings, Public Hearings, Meeting Notifications, Newspaper Advertisements, Address Comments, Species Analyses, Surface Water Analyses, Impacts Table, Waters of the US Delineation, Community Impacts Assessment Technical Report, Hazardous Materials Initial Site Assessment, Archeological Assessment, Historic Properties Assessments, Ecological Mapping System of Texas (EMST) Maps, TPWD Rare, Threatened, and Endangered Species of Texas analysis, Natural Diversity Database Maps, USFWS Threatened and Endangered Species List, Species of Greatest Conservation Needs List, Photographs, EPICS, ENV. Studies, ENV. Exhibits, Cut & Fill Exhibits, Draft EA, Revised EA, Final EA	100.00%	\$132,790.00	\$132,790.00	100.00%				\$0.00
FC 130 (130)		Utility Locations & Layouts, Utility Base Map, Utility Coordination Meetings, Utility Relocation Plans, Access Management	20.00%	\$6,328.00	\$6,328.00	20.00%				\$0.00
FC 160 (150)		Design Surveys, Horizontal & Vertical Control Sheets, DTM, Survey Notes & Sketches, Survey Data, Utility Data, Bridge and Roadway Bore Hole Locating	50.00%	\$46,610.00	\$46,610.00	50.00%				\$0.00
FC 160 (160)	Preliminary Engineering (Schematic)	Geometric Design, Roadway Design, Horizontal Alignment Data, Vertical Alignment Data, Superelevation Details, Typical Sections, Plan & Profile, Intersection and Driveway Design, Design Driveway Details, Driveway Summary Sheet, Traffic Control Plan, Cut and Fill Quantities, Cross Sections, Plan Preparation, Pedestrian and Bicycle Facilities, Standards Selection, QC/QA	0.00%	\$0.00	\$0.00	0.00%				\$0.00
FC 160 (161)		Data Collection, Roadway Drainage Area Maps, Driveway Drainage Area Maps, Hydrologic Analyses, Hydraulic Design, Hydrologic Summary Sheets and Tables, Hydraulic Summary Sheets and Tables, Culvert Layouts and Details, FEMA Floodplain Assessment, Water Quality Analyses, Water Quality Design, Storm Drains, Cross-Drainage Structures, Street and Driveway Structures, Temporary Drainage Design, Scour Analysis, Miscellaneous Drainage Details, Summary of Drainage Quantities, QC/QA	5.00%	\$6,664.00	\$6,664.00	5.00%				\$0.00
FC 160 (162)		Signing, Pavement Markings, and Delineation Layouts, Small Sign Summary, Signing and Pavement Marking Summary, QC/QA	0.00%	\$0.00	\$0.00	0.00%				\$0.00
FC 160 (163)		Project Layout, Removal Layout, Retaining Walls, Misc. Structures, Traffic Control Plans, Traffic Control Typical Sections, TCP Narrative, Sequence of Construction, Seal Coat Material Selection Table, Illumination Design, Illumination Layout, Mailbox Locations and Details, SW3P, Temporary Erosion Control Layout, Permanent Erosion Control Layout, Temporary Erosion Control Summary, Permanent Erosion Control Summary, Estimate Summary Sheet, Roadway Quantity Summary, Bridge Quantity Summary, Traffic Control Quantity Summary, Illumination Summary, Roadway Drainage Summary, Cross-Drainage Summary, General Notes, Basis of Estimate, Special Provisions, Special Specifications, Special Utility Details, Utility Agreements, Supporting Documentation, Standards Selection, Contract Time Determination, QC/QA	0.00%	\$0.00	\$0.00	0.00%				\$0.00
FC 145 (145; 164)		Project Management, Project Tracking, Project Records, Meetings, Sub-Consultant Contracts, Sub-Consultant Management, Periodic Project Updates, Invoice Preparation, Overall QC/QA	10.00%	\$7,487.00	\$7,487.00	10.00%				\$0.00
FC 160 (170)		Bore Log Layout, Bridge Layout, Foundation Design, Structural Bridge Design, Bridge Detail Summary & Structural Detail, Standards Selection, Bridge Item Quantity Summary, QC/QA	30.00%	\$55,989.00	\$55,989.00	30.00%				\$0.00
			Sub-Total	\$694,528.00	\$694,528.00	30.09%				\$0.00

**PLANNING AND SCHEMATIC DESIGN
PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E)
LUMP SUM PAYMENT METHOD**

Payments Will Be Made According to the Following Table of Deliverables		Lump Sum Payments are Paid Based Upon the Deliverables as Indicated in this Document					Invoice Detail for Lump Sum Payments			
Function Codes	Deliverable Submittal	Summary of Activities and Deliverable Items	Estimated Percentage of Work by Function Code	Lump Sum Amount Payable for Listed Deliverables	Cumulative Total By Function Code	Cumulative Percentage of Work by Function	Date Deliverables Submitted to the TxDOT PM	Provider Invoice Number	Provider Invoice Date (date submitted for payment)	Total Amount Billed (per line item)
FC 102 (110)		Multiple Stakeholder Meetings (TxDOT, Burnet County, LCRA, PEC, Internet, Cable, etc., Property Owners, News Media, Other Interested Parties), Right of Entry, Establish Benchmarks, Boundary Surveying, Topographic Surveying, Feature Location Surveying, Utility Location Survey (Level C), Data Collection, Design Criteria, Design Summary Report, Design Concept Conference, Graphic Layouts, Base Map, Preliminary Alignments, Final Alignments, Preliminary Cost Estimates, Geotechnical Borings, Logs, and Reports, Structural Pavement Design, Study Area Definition, Study Area Map, Purpose & Need Report (Preliminary and Final), Initial Alternatives / Conceptual Definitions / Meeting Documentation, Right-of-Way and Easement Definition, Geometric Design Schematic Preparation, Schematic Revisions, Schematic Approval, QC/QA	0.00%	\$0.00	\$438,660.00	100.00%				\$0.00
FC 120 (120)		Informal Meetings, Public Meetings, Meeting Notifications, Newspaper Advertisements, Address Comments, Species Analyses, Surface Water Analyses, Impacts Table, Waters of the US Delineation, Community Impacts Assessment Technical Report, Hazardous Materials Initial Site Assessment, Archeological Assessment, Historic Properties Assessments, Ecological Mapping System of Texas (EMST) Maps, TPWD Rare, Threatened, and Endangered Species of Texas Analysis, Natural Diversity Database Maps, USFWS Threatened and Endangered Species List, Species of Greatest Conservation Needs List, Photographs, EPICS, ENV. Studies, ENV. Exhibits, Cut & Fill Exhibits, Draft EA, Revised EA, Final EA	0.00%	\$0.00	\$132,790.00	100.00%				\$0.00
FC 130 (130)		Utility Locations & Layouts, Utility Base Map, Utility Coordination Meetings, Utility Relocation Plans, Access Management	30.00%	\$9,492.00	\$15,820.00	50.00%				\$0.00
FC 160 (150)		Design Surveys, Horizontal & Vertical Control Sheets, DTM, Survey Notes & Sketches, Survey Data, Utility Data, Bridge and Roadway Bore Hole Locating	50.00%	\$46,610.00	\$93,220.00	100.00%				\$0.00
FC 160 (160)	Progress Submittal (Pre 30%)	Geometric Design, Roadway Design, Horizontal Alignment Data, Vertical Alignment Data, Super-elevation Details, Typical Sections, Plan & Profile, Intersection and Driveway Design, Design Driveway Details, Driveway Summary Sheet, Traffic Control Plan, Cut and Fill Quantities, Cross Sections, Plan Preparation, Pedestrian and Bicycle Facilities, Standards Selection, QC/QA	1.00%	\$9,577.20	\$9,577.20	1.00%				\$0.00
FC 160 (161)		Data Collection, Roadway Drainage Area Maps, Driveway Drainage Area Maps, Hydrologic Analyses, Hydraulic Design, Hydrologic Summary Sheets and Tables, Hydraulic Summary Sheets and Tables, Culvert Layouts and Details, FEMA Floodplain Assessment, Water Quality Analyses, Water Quality Design, Storm Drains, Cross-Drainage Structures, Street and Driveway Structures, Temporary Drainage Design, Scour Analysis, Miscellaneous Drainage Details, Summary of Drainage Quantities, QC/QA	20.00%	\$26,656.00	\$33,320.00	25.00%				\$0.00
FC 160 (162)		Signing, Pavement Markings, and Delineation Layouts, Small Sign Summary, Signing and Pavement Marking Summary, QC/QA	0.00%	\$0.00	\$0.00	0.00%				\$0.00
FC 160 (163)		Project Layout, Removal Layout, Retaining Walls, Misc. Structures, Traffic Control Plans, Traffic Control Typical Sections, TCP Narrative, Sequence of Construction, Seal Coat Material Selection Table, Illumination Design, Illumination Layout, Mailbox Locations and Details, SW3P, Temporary Erosion Control Layout, Permanent Erosion Control Layout, Temporary Erosion Control Summary, Permanent Erosion Control Summary, Estimate Summary Sheet, Roadway Quantity Summary, Bridge Quantity Summary, Traffic Control Quantity Summary, Illumination Summary, Roadway Drainage Summary, Cross-Drainage Summary, General Notes, Basis of Estimate, Special Provisions, Special Specifications, Special Utility Details, Utility Agreements, Supporting Documentation, Standards Selection, Contract Time Determination, QC/QA	0.00%	\$0.00	\$0.00	0.00%				\$0.00
FC 145 (145; 164)		Project Management, Project Tracking, Project Records, Meetings, Sub-Consultant Contracts, Sub-Consultant Management, Periodic Project Updates, Invoice Preparation, Overall QC/QA	5.00%	\$3,743.50	\$11,230.50	15.00%				\$0.00
FC 160 (170)		Bore Log Layout, Bridge Layout, Foundation Design, Structural Bridge Design, Bridge Detail Summary & Structural Detail, Standards Selection, Bridge Item Quantity Summary, QC/QA	5.00%	\$9,331.50	\$65,320.50	35.00%				\$0.00
			Sub-Total	\$105,410.20	\$799,938.20	34.65%				\$0.00

**PLANNING AND SCHEMATIC DESIGN
PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E)
LUMP SUM PAYMENT METHOD**

Payments Will Be Made According to the Following Table of Deliverables		Lump Sum Payments are Paid Based Upon the Deliverables as Indicated in this Document					Invoice Detail for Lump Sum Payments			
Function Codes	Deliverable Submittal	Summary of Activities and Deliverable Items	Estimated Percentage of Work by Function Code	Lump Sum Amount Payable for Listed Deliverables	Cumulative Total By Function Code	Cumulative Percentage of Work by Function	Date Deliverables Submitted to the TxDOT PM	Provider Invoice Number	Provider Invoice Date (date submitted for payment)	Total Amount Billed (per line item)
FC 102 (110)		Multiple Stakeholder Meetings (TxDOT, Burnet County, LCRA, PEC, Internet, Cable, etc., Property Owners, News Media, Other Interested Parties), Right of Entry, Establish Benchmarks, Boundary Surveying, Topographic Surveying, Feature Location Surveying, Utility Location Survey (Level C), Data Collection, Design Criteria, Design Summary Report, Design Concept Conference, Graphic Layouts, Base Map, Preliminary Alignments, Final Alignments, Preliminary Cost Estimates, Geotechnical Borings, Logs, and Reports, Structural Pavement Design, Study Area Definition, Study Area Map, Purpose & Need Report (Preliminary and Final), Initial Alternatives / Conceptual Definitions / Meeting Documentation, Right-of-Way and Easement Definition, Geometric Design Schematic Preparation, Schematic Revisions, Schematic Approval, QC/QA	0.00%	\$0.00	\$438,660.00	100.00%				\$0.00
FC 120 (120)		Informal Meetings, Public Hearings, Meeting Notifications, Newspaper Advertisements, Address Comments, Species Analyses, Surface Water Analyses, Impacts Table, Waters of the US Delineation, Community Impacts Assessment Technical Report, Hazardous Materials Initial Site Assessment, Archeological Assessment, Historic Properties Assessments, Ecological Mapping System of Texas (EMST) Maps, TPWD Rare, Threatened, and Endangered Species of Texas Analysis, Natural Diversity Database Maps, USFWS Threatened and Endangered Species List, Species of Greatest Conservation Needs List, Photographs, EPICS, ENV. Studies, ENV. Exhibits, Cut & Fill Exhibits, Draft EA, Revised EA, Final EA	0.00%	\$0.00	\$132,790.00	100.00%				\$0.00
FC 130 (130)		Utility Locations & Layouts, Utility Base Map, Utility Coordination Meetings, Utility Relocation Plans, Access Management	25.00%	\$7,910.00	\$23,730.00	75.00%				\$0.00
FC 160 (150)		Design Surveys, Horizontal & Vertical Control Sheets, DTM, Survey Notes & Sketches, Survey Data, Utility Data, Bridge and Roadway Bore Hole Locating	0.00%	\$0.00	\$93,220.00	100.00%				\$0.00
FC 160 (160)	Progress Submittal (Pre-30%)	Geometric Design, Roadway Design, Horizontal Alignment Data, Vertical Alignment Data, Super-elevation Details, Typical Sections, Plan & Profile, Intersection and Driveway Design, Design Driveway Details, Driveway Summary Sheet, Traffic Control Plan, Cut and Fill Quantities, Cross Sections, Plan Preparation, Pedestrian and Bicycle Facilities, Standards Selection, QC/QA	1.00%	\$9,577.20	\$19,154.40	2.00%				\$0.00
FC 160 (161)		Data Collection, Roadway Drainage Area Maps, Driveway Drainage Area Maps, Hydrologic Analyses, Hydraulic Design, Hydrologic Summary Sheets and Tables, Hydraulic Summary Sheets and Tables, Culvert Layouts and Details, FEMA Floodplain Assessment, Water Quality Analyses, Water Quality Design, Storm Drains, Cross-Drainage Structures, Street and Driveway Structures, Temporary Drainage Design, Scour Analysis, Miscellaneous Drainage Details, Summary of Drainage Quantities, QC/QA	25.00%	\$33,320.00	\$66,640.00	50.00%				\$0.00
FC 160 (162)		Signing, Pavement Markings, and Delineation Layouts, Small Sign Summary, Signing and Pavement Marking Summary, QC/QA	0.00%	\$0.00	\$0.00	0.00%				\$0.00
FC 160 (163)		Project Layout, Removal Layout, Retaining Walls, Misc. Structures, Traffic Control Plans, Traffic Control Typical Sections, TCP Narrative, Sequence of Construction, Seal Coat Material Selection Table, Illumination Design, Illumination Layout, Mailbox Locations and Details, SW3P, Temporary Erosion Control Layout, Permanent Erosion Control Layout, Temporary Erosion Control Summary, Permanent Erosion Control Summary, Estimate Summary Sheet, Roadway Quantity Summary, Bridge Quantity Summary, Traffic Control Quantity Summary, Illumination Summary, Roadway Drainage Summary, Cross-Drainage Summary, General Notes, Basis of Estimate, Special Provisions, Special Specifications, Special Utility Details, Utility Agreements, Supporting Documentation, Standards Selection, Contract Time Determination, QC/QA	0.00%	\$0.00	\$0.00	0.00%				\$0.00
FC 145 (145; 164)		Project Management, Project Tracking, Project Records, Meetings, Sub-Consultant Contracts, Sub-Consultant Management, Periodic Project Updates, Invoice Preparation, Overall QC/QA	5.00%	\$3,743.50	\$14,974.00	20.00%				\$0.00
FC 160 (170)		Bore Log Layout, Bridge Layout, Foundation Design, Structural Bridge Design, Bridge Detail Summary & Structural Detail, Standards Selection, Bridge Item Quantity Summary, QC/QA	3.00%	\$5,598.90	\$70,919.40	38.00%				\$0.00
		Sub-Total		\$60,149.60	\$860,087.80	37.26%				\$0.00

Prime Provider: K.C. Engineering, Inc.
Project: Wirtz Dam Road
CSJ: 914-24-024

**PLANNING AND SCHEMATIC DESIGN
PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E)
LUMP SUM PAYMENT METHOD**

Payments Will Be Made According to the Following Table of Deliverables		Lump Sum Payments are Paid Based Upon the Deliverables as Indicated in this Document					Invoice Detail for Lump Sum Payments			
Function Codes	Deliverable Submittal	Summary of Activities and Deliverable Items	Estimated Percentage of Work by Function Code	Lump Sum Amount Payable for Listed Deliverables	Cumulative Total By Function Code	Cumulative Percentage of Work by Function	Date Deliverables Submitted to the TxDOT PM	Provider Invoice Number	Provider Invoice Date (date submitted for payment)	Total Amount Billed (per line item)
FC 102 (110)		Multiple Stakeholder Meetings (TxDOT, Burnet County, LCRA, PEC, Internet, Cable, etc., Property Owners, News Media, Other Interested Parties), Right of Entry, Establish Benchmarks, Boundary Surveying, Topographic Surveying, Feature Location Surveying, Utility Location Survey (Level C), Data Collection, Design Criteria, Design Summary Report, Design Concept Conference, Graphic Layouts, Base Map, Preliminary Alignments, Final Alignments, Preliminary Cost Estimates, Geotechnical Borings, Logs, and Reports, Structural Pavement Design, Study Area Definition, Study Area Map, Purpose & Need Report (Preliminary and Final), Initial Alternatives / Conceptual Definitions / Meeting Documentation, Right-of-Way and Easement Definition, Geometric Design Schematic Preparation, Schematic Revisions, Schematic Approval, QC/QA	0.00%	\$0.00	\$438,660.00	100.00%				\$0.00
FC 120 (120)		Informal Meetings, Public Hearings, Meeting Notifications, Newspaper Advertisements, Address Comments, Species Analyses, Surface Water Analyses, Impacts Table, Waters of the US Delineation, Community Impacts Assessment Technical Report, Hazardous Materials Initial Site Assessment, Archeological Assessment, Historic Properties Assessments, Ecological Mapping System of Texas (EMST) Maps, TPWD Rare, Threatened, and Endangered Species of Texas Analysis, Natural Diversity Database Maps, USFWS Threatened and Endangered Species List, Species of Greatest Conservation Needs List, Photographs, EPICS, ENV. Studies, ENV. Exhibits, Cut & Fill Exhibits, Draft EA, Revised EA, Final EA	0.00%	\$0.00	\$132,790.00	100.00%				\$0.00
FC 130 (130)		Utility Locations & Layouts, Utility Base Map, Utility Coordination Meetings, Utility Relocation Plans, Access Management	5.00%	\$1,582.00	\$25,312.00	80.00%				\$0.00
FC 160 (150)		Design Surveys, Horizontal & Vertical Control Sheets, DTM, Survey Notes & Sketches, Survey Data, Utility Data, Bridge and Roadway Bore Hole Locating	0.00%	\$0.00	\$93,220.00	100.00%				\$0.00
FC 160 (160)	30% Submittal	Geometric Design, Roadway Design, Horizontal Alignment Data, Vertical Alignment Data, Super-elevation Details, Typical Sections, Plan & Profile, Intersection and Driveway Design, Design Driveway Details, Driveway Summary Sheet, Traffic Control Plan, Cut and Fill Quantities, Cross Sections, Plan Preparation, Pedestrian and Bicycle Facilities, Standards Selection, QC/QA	1.00%	\$9,577.20	\$28,731.60	3.00%				\$0.00
FC 160 (161)		Data Collection, Roadway Drainage Area Maps, Driveway Drainage Area Maps, Hydrologic Analyses, Hydraulic Design, Hydrologic Summary Sheets and Tables, Hydraulic Summary Sheets and Tables, Culvert Layouts and Details, FEMA Floodplain Assessment, Water Quality Analyses, Water Quality Design, Storm Drains, Cross-Drainage Structures, Street and Driveway Structures, Temporary Drainage Design, Scour Analysis, Miscellaneous Drainage Details, Summary of Drainage Quantities, QC/QA	15.00%	\$19,992.00	\$86,632.00	65.00%				\$0.00
FC 160 (162)		Signing, Pavement Markings, and Delineation Layouts, Small Sign Summary, Signing and Pavement Marking Summary, QC/QA	0.00%	\$0.00	\$0.00	0.00%				\$0.00
FC 160 (163)		Project Layout, Removal Layout, Retaining Walls, Misc. Structures, Traffic Control Plans, Traffic Control Typical Sections, TCP Narrative, Sequence of Construction, Seal Coat Material Selection Table, Illumination Design, Illumination Layout, Mailbox Locations and Details, SW3P, Temporary Erosion Control Layout, Permanent Erosion Control Layout, Temporary Erosion Control Summary, Permanent Erosion Control Summary, Estimate Summary Sheet, Roadway Quantity Summary, Bridge Quantity Summary, Traffic Control Quantity Summary, Illumination Summary, Roadway Drainage Summary, Cross-Drainage Summary, General Notes, Basis of Estimate, Special Provisions, Special Specifications, Special Utility Details, Utility Agreements, Supporting Documentation, Standards Selection, Contract Time Determination, QC/QA	0.00%	\$0.00	\$0.00	0.00%				\$0.00
FC 145 (145; 164)		Project Management, Project Tracking, Project Records, Meetings, Sub-Consultant Contracts, Sub-Consultant Management, Periodic Project Updates, Invoice Preparation, Overall QC/QA	10.00%	\$7,487.00	\$22,461.00	30.00%				\$0.00
FC 160 (170)		Bore Log Layout, Bridge Layout, Foundation Design, Structural Bridge Design, Bridge Detail Summary & Structural Detail, Standards Selection, Bridge Item Quantity Summary, QC/QA	2.00%	\$3,732.60	\$74,652.00	40.00%				\$0.00
			Sub-Total	\$42,370.80	\$902,456.60	39.10%				\$0.00

**PLANNING AND SCHEMATIC DESIGN
PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E)
LUMP SUM PAYMENT METHOD**

Payments Will Be Made According to the Following Table of Deliverables		Lump Sum Payments are Paid Based Upon the Deliverables as Indicated in this Document					Invoice Detail for Lump Sum Payments			
Function Codes	Deliverable Submittal	Summary of Activities and Deliverable Items	Estimated Percentage of Work by Function Code	Lump Sum Amount Payable for Listed Deliverables	Cumulative Total By Function Code	Cumulative Percentage of Work by Function	Date Deliverables Submitted to the TxDOT PM	Provider Invoice Number	Provider Invoice Date (date submitted for payment)	Total Amount Billed (per line item)
FC 102 (110)		Multiple Stakeholder Meetings (TxDOT, Burnet County, LCRA, PEC, Internet, Cable, etc., Property Owners, News Media, Other Interested Parties), Right of Entry, Establish Benchmarks, Boundary Surveying, Topographic Surveying, Feature Location Surveying, Utility Location Survey (Level C), Data Collection, Design Criteria, Design Summary Report, Design Concept Conference, Graphic Layouts, Base Map, Preliminary Alignments, Final Alignments, Preliminary Cost Estimates, Geotechnical Borings, Logs, and Reports, Structural Pavement Design, Study Area Definition, Study Area Map, Purpose & Need Report (Preliminary and Final), Initial Alternatives / Conceptual Definitions / Meeting Documentation, Right-of-Way and Easement Definition, Geometric Design Schematic Preparation, Schematic Revisions, Schematic Approval, QC/QA	0.00%	\$0.00	\$438,660.00	100.00%				\$0.00
FC 120 (120)		Informal Meetings, Public Meetings, Meeting Notifications, Newspaper Advertisements, Address Comments, Species Analyses, Surface Water Analyses, Impacts Table, Waters of the US Delineation, Community Impacts Assessment Technical Report, Hazardous Materials Initial Site Assessment, Archeological Assessment, Historic Properties Assessments, Ecological Mapping System of Texas (EMST) Maps, TPWD Rare, Threatened, and Endangered Species of Texas Analysis, Natural Diversity Database Maps, USFWS Threatened and Endangered Species List, Species of Greatest Conservation Needs List, Photographs, EPICS, ENV. Studies, ENV. Exhibits, Cut & Fill Exhibits, Draft EA, Revised EA, Final EA	0.00%	\$0.00	\$132,790.00	100.00%				\$0.00
FC 130 (130)		Utility Locations & Layouts, Utility Base Map, Utility Coordination Meetings, Utility Relocation Plans, Access Management	10.00%	\$3,164.00	\$28,476.00	90.00%				\$0.00
FC 160 (150)		Design Surveys, Horizontal & Vertical Control Sheets, DTM, Survey Notes & Sketches, Survey Data, Utility Data, Bridge and Roadway Bore Hole Locating	0.00%	\$0.00	\$93,220.00	100.00%				\$0.00
FC 160 (160)	Progress Submittal (Pre 60%)	Geometric Design, Roadway Design, Horizontal Alignment Data, Vertical Alignment Data, Super-elevation Details, Typical Sections, Plan & Profile, Intersection and Driveway Design, Design Driveway Details, Driveway Summary Sheet, Traffic Control Plan, Cut and Fill Quantities, Cross Sections, Plan Preparation, Pedestrian and Bicycle Facilities, Standards Selection, QC/QA	20.00%	\$191,544.00	\$220,275.60	23.00%				\$0.00
FC 160 (161)		Data Collection, Roadway Drainage Area Maps, Driveway Drainage Area Maps, Hydrologic Analyses, Hydraulic Design, Hydrologic Summary Sheets and Tables, Hydraulic Summary Sheets and Tables, Culvert Layouts and Details, FEMA Floodplain Assessment, Water Quality Analyses, Water Quality Design, Storm Drains, Cross-Drainage Structures, Street and Driveway Structures, Temporary Drainage Design, Scour Analysis, Miscellaneous Drainage Details, Summary of Drainage Quantities, QC/QA	20.00%	\$26,656.00	\$113,288.00	85.00%				\$0.00
FC 160 (162)		Signing, Pavement Markings, and Delineation Layouts, Small Sign Summary, Signing and Pavement Marking Summary, QC/QA	10.00%	\$8,606.00	\$8,606.00	10.00%				\$0.00
FC 160 (163)		Project Layout, Removal Layout, Retaining Walls, Misc. Structures, Traffic Control Plans, Traffic Control Typical Sections, TCP Narrative, Sequence of Construction, Seal Coat Material Selection Table, Illumination Design, Illumination Layout, Mailbox Locations and Details, SW3P, Temporary Erosion Control Layout, Permanent Erosion Control Layout, Temporary Erosion Control Summary, Permanent Erosion Control Summary, Estimate Summary Sheet, Roadway Quantity Summary, Bridge Quantity Summary, Traffic Control Quantity Summary, Illumination Summary, Roadway Drainage Summary, Cross-Drainage Summary, General Notes, Basis of Estimate, Special Provisions, Special Specifications, Special Utility Details, Utility Agreements, Supporting Documentation, Standards Selection, Contract Time Determination, QC/QA	5.00%	\$8,674.00	\$8,674.00	5.00%				\$0.00
FC 145 (145; 164)		Project Management, Project Tracking, Project Records, Meetings, Sub-Consultant Contracts, Sub-Consultant Management, Periodic Project Updates, Invoice Preparation, Overall QC/QA	15.00%	\$11,230.50	\$33,691.50	45.00%				\$0.00
FC 160 (170)		Bore Log Layout, Bridge Layout, Foundation Design, Structural Bridge Design, Bridge Detail Summary & Structural Detail, Standards Selection, Bridge Item Quantity Summary, QC/QA	10.00%	\$18,663.00	\$93,315.00	50.00%				\$0.00
			Sub-Total	\$268,537.50	\$1,170,996.10	50.73%				\$0.00

Prime Provider: K.C. Engineering, Inc.
Project: Wirtz Dam Road
CSJ: 914-24-024

**PLANNING AND SCHEMATIC DESIGN
PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E)
LUMP SUM PAYMENT METHOD**

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Function Codes	Deliverable Submittal	Summary of Activities and Deliverable Items	Estimated Percentage of Work by Function Code	Lump Sum Amount Payable for Listed Deliverables	Cumulative Total By Function Code	Cumulative Percentage of Work by Function	Date Deliverables Submitted to the TxDOT PM	Provider Invoice Number	Provider Invoice Date (date submitted for payment)	Total Amount Billed (per line item)
FC 102 (110)		Multiple Stakeholder Meetings (TxDOT, Burnet County, LCRA, PEC, Internet, Cable, etc., Property Owners, News Media, Other Interested Parties), Right of Entry, Establish Benchmarks, Boundary Surveying, Topographic Surveying, Feature Location Surveying, Utility Location Survey (Level C), Data Collection, Design Criteria, Design Summary Report, Design Concept Conference, Graphic Layouts, Base Map, Preliminary Alignments, Final Alignments, Preliminary Cost Estimates, Geotechnical Borings, Logs, and Reports, Structural Pavement Design, Study Area Definition, Study Area Map, Purpose & Need Report (Preliminary and Final), Initial Alternatives / Conceptual Definitions / Meeting Documentation, Right-of-Way and Easement Definition, Geometric Design Schematic Preparation, Schematic Revisions, Schematic Approval, QC/QA	0.00%	\$0.00	\$438,660.00	100.00%				\$0.00
FC 120 (120)		Informal Meetings, Public Hearings, Meeting Notifications, Newspaper Advertisements, Address Comments, Species Analyses, Surface Water Analyses, Impacts Table, Waters of the US Delineation, Community Impacts Assessment Technical Report, Hazardous Materials Initial Site Assessment, Archeological Assessment, Historic Properties Assessments, Ecological Mapping System of Texas (EMST) Maps, TPWD Rare, Threatened, and Endangered Species of Texas Analysis, Natural Diversity Database Maps, USFWS Threatened and Endangered Species List, Species of Greatest Conservation Needs List, Photographs, EPICS, ENV. Studies, ENV. Exhibits, Cut & Fill Exhibits, Draft EA, Revised EA, Final EA	0.00%	\$0.00	\$132,790.00	100.00%				\$0.00
FC 130 (130)		Utility Locations & Layouts, Utility Base Map, Utility Coordination Meetings, Utility Relocation Plans, Access Management	10.00%	\$3,164.00	\$31,640.00	100.00%				\$0.00
FC 160 (150)		Design Surveys, Horizontal & Vertical Control Sheets, DTM, Survey Notes & Sketches, Survey Data, Utility Data, Bridge and Roadway Bore Hole Locating	0.00%	\$0.00	\$93,220.00	100.00%				\$0.00
FC 160 (160)	60% Submittal	Geometric Design, Roadway Design, Horizontal Alignment Data, Vertical Alignment Data, Super-elevation Details, Typical Sections, Plan & Profile, Intersection and Driveway Design, Design Driveway Details, Driveway Summary Sheet, Traffic Control Plan, Cut and Fill Quantities, Cross Sections, Plan Preparation, Pedestrian and Bicycle Facilities, Standards Selection, QC/QA	30.00%	\$287,316.00	\$507,591.60	53.00%				\$0.00
FC 160 (161)		Data Collection, Roadway Drainage Area Maps, Driveway Drainage Area Maps, Hydrologic Analyses, Hydraulic Design, Hydrologic Summary Sheets and Tables, Hydraulic Summary Sheets and Tables, Culvert Layouts and Details, FEMA Floodplain Assessment, Water Quality Analyses, Water Quality Design, Storm Drains, Cross-Drainage Structures, Street and Driveway Structures, Temporary Drainage Design, Scour Analysis, Miscellaneous Drainage Details, Summary of Drainage Quantities, QC/QA	10.00%	\$13,328.00	\$126,616.00	95.00%				\$0.00
FC 160 (162)		Signing, Pavement Markings, and Delineation Layouts, Small Sign Summary, Signing and Pavement Marking Summary, QC/QA	40.00%	\$34,424.00	\$43,030.00	50.00%				\$0.00
FC 160 (163)		Project Layout, Removal Layout, Retaining Walls, Misc. Structures, Traffic Control Plans, Traffic Control Typical Sections, TCP Narrative, Sequence of Construction, Seal Coat Material Selection Table, Illumination Design, Illumination Layout, Mailbox Locations and Details, SW3P, Temporary Erosion Control Layout, Permanent Erosion Control Layout, Temporary Erosion Control Summary, Permanent Erosion Control Summary, Estimate Summary Sheet, Roadway Quantity Summary, Bridge Quantity Summary, Traffic Control Quantity Summary, Illumination Summary, Roadway Drainage Summary, Cross-Drainage Summary, General Notes, Basis of Estimate, Special Provisions, Special Specifications, Special Utility Details, Utility Agreements, Supporting Documentation, Standards Selection, Contract Time Determination, QC/QA	20.00%	\$34,696.00	\$43,370.00	25.00%				\$0.00
FC 145 (145; 164)		Project Management, Project Tracking, Project Records, Meetings, Sub-Consultant Contracts, Sub-Consultant Management, Periodic Project Updates, Invoice Preparation, Overall QC/QA	15.00%	\$11,230.50	\$44,922.00	60.00%				\$0.00
FC 160 (170)		Bore Log Layout, Bridge Layout, Foundation Design, Structural Bridge Design, Bridge Detail Summary & Structural Detail, Standards Selection, Bridge Item Quantity Summary, QC/QA	10.00%	\$18,663.00	\$111,978.00	60.00%				\$0.00
		Sub-Total		\$402,821.50	\$1,573,817.60	68.18%				\$0.00

Prime Provider: K.C. Engineering, Inc.
Project: Wirtz Dam Road
CSJ: 914-24-024

**PLANNING AND SCHEMATIC DESIGN
PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E)
LUMP SUM PAYMENT METHOD**

Payments Will Be Made According to the Following Table of Deliverables			Lump Sum Payments are Paid Based Upon the Deliverables as Indicated in this Document					Invoice Detail for Lump Sum Payments		
Function Codes	Deliverable Submittal	Summary of Activities and Deliverable Items	Estimated Percentage of Work by Function Code	Lump Sum Amount Payable for Listed Deliverables	Cumulative Total By Function Code	Cumulative Percentage of Work by Function	Date Deliverables Submitted to the TxDOT PM	Provider Invoice Number	Provider Invoice Date (date submitted for payment)	Total Amount Billed (per line item)
FC 102 (110)		Multiple Stakeholder Meetings (TxDOT, Burnet County, LCRA, PEC, Internet, Cable, etc., Property Owners, News Media, Other Interested Parties), Right of Entry, Establish Benchmarks, Boundary Surveying, Topographic Surveying, Feature Location Surveying, Utility Location Survey (Level C), Data Collection, Design Criteria, Design Summary Report, Design Concept Conference, Graphic Layouts, Base Map, Preliminary Alignments, Final Alignments, Preliminary Cost Estimates, Geotechnical Borings, Logs, and Reports, Structural Pavement Design, Study Area Definition, Study Area Map, Purpose & Need Report (Preliminary and Final), Initial Alternatives / Conceptual Definitions / Meeting Documentation, Right-of-Way and Easement Definition, Geometric Design Schematic Preparation, Schematic Revisions, Schematic Approval, QC/QA	0.00%	\$0.00	\$438,660.00	100.00%				\$0.00
FC 120 (120)		Informal Meetings, Public Meetings, Meeting Notifications, Newspaper Advertisements, Address Comments, Species Analyses, Surface Water Analyses, Impacts Table, Waters of the US Delineation, Community Impacts Assessment Technical Report, Hazardous Materials Initial Site Assessment, Archeological Assessment, Historic Properties Assessments, Ecological Mapping System of Texas (EMST) Maps, TPWD Rare, Threatened, and Endangered Species of Texas analysis, Natural Diversity Database Maps, USFWS Threatened and Endangered Species List, Species of Greatest Conservation Needs List, Photographs, EPICS, ENV. Studies, ENV. Exhibits, Cut & Fill Exhibits, Draft EA, Revised EA, Final EA	0.00%	\$0.00	\$132,790.00	100.00%				\$0.00
FC 130 (130)		Utility Locations & Layouts, Utility Base Map, Utility Coordination Meetings, Utility Relocation Plans, Access Management	0.00%	\$0.00	\$31,640.00	100.00%				\$0.00
FC 160 (150)		Design Surveys, Horizontal & Vertical Control Sheets, DTM, Survey Notes & Sketches, Survey Data, Utility Data, Bridge and Roadway Bore Hole Locating	0.00%	\$0.00	\$93,220.00	100.00%				\$0.00
FC 160 (160)	Progress Submittal (Pre 90%)	Geometric Design, Roadway Design, Horizontal Alignment Data, Vertical Alignment Data, Super-elevation Details, Typical Sections, Plan & Profile, Intersection and Driveway Design, Design Driveway Details, Driveway Summary Sheet, Traffic Control Plan, Cut and Fill Quantities, Cross Sections, Plan Preparation, Pedestrian and Bicycle Facilities, Standards Selection, QC/QA	20.00%	\$191,544.00	\$699,135.60	73.00%				\$0.00
FC 160 (161)		Data Collection, Roadway Drainage Area Maps, Driveway Drainage Area Maps, Hydrologic Analyses, Hydraulic Design, Hydrologic Summary Sheets and Tables, Hydraulic Summary Sheets and Tables, Culvert Layouts and Details, FEMA Floodplain Assessment, Water Quality Analyses, Water Quality Design, Storm Drains, Cross-Drainage Structures, Street and Driveway Structures, Temporary Drainage Design, Scour Analysis, Miscellaneous Drainage Details, Summary of Drainage Quantities, QC/QA	2.00%	\$2,665.60	\$129,281.60	97.00%				\$0.00
FC 160 (162)		Signing, Pavement Markings, and Delineation Layouts, Small Sign Summary, Signing and Pavement Marking Summary, QC/QA	30.00%	\$25,818.00	\$68,848.00	80.00%				\$0.00
FC 160 (163)		Project Layout, Removal Layout, Retaining Walls, Misc. Structures, Traffic Control Plans, Traffic Control Typical Sections, TCP Narrative, Sequence of Construction, Seal Coat Material Selection Table, Illumination Design, Illumination Layout, Mailbox Locations and Details, SW3P, Temporary Erosion Control Layout, Permanent Erosion Control Layout, Temporary Erosion Control Summary, Permanent Erosion Control Summary, Estimate Summary Sheet, Roadway Quantity Summary, Bridge Quantity Summary, Traffic Control Quantity Summary, Illumination Summary, Roadway Drainage Summary, Cross-Drainage Summary, General Notes, Basis of Estimate, Special Provisions, Special Specifications, Special Utility Details, Utility Agreements, Supporting Documentation, Standards Selection, Contract Time Determination, QC/QA	15.00%	\$26,022.00	\$69,392.00	40.00%				\$0.00
FC 145 (145; 164)		Project Management, Project Tracking, Project Records, Meetings, Sub-Consultant Contracts, Sub-Consultant Management, Periodic Project Updates, Invoice Preparation, Overall QC/QA	15.00%	\$11,230.50	\$56,152.50	75.00%				\$0.00
FC 160 (170)		Bore Log Layout, Bridge Layout, Foundation Design, Structural Bridge Design, Bridge Detail Summary & Structural Detail, Standards Selection, Bridge Item Quantity Summary, QC/QA	15.00%	\$27,994.50	\$139,972.50	75.00%				\$0.00
			Sub-Total	\$285,274.60	\$1,859,092.20	80.54%				\$0.00

**PLANNING AND SCHEMATIC DESIGN
PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E)
LUMP SUM PAYMENT METHOD**

Payments Will Be Made According to the Following Table of Deliverables		Lump Sum Payments are Paid Based Upon the Deliverables as Indicated in this Document					Invoice Detail for Lump Sum Payments			
Function Codes	Deliverable Submittal	Summary of Activities and Deliverable Items	Estimated Percentage of Work by Function Code	Lump Sum Amount Payable for Listed Deliverables	Cumulative Total By Function Code	Cumulative Percentage of Work by Function	Date Deliverables Submitted to the TxDOT PM	Provider Invoice Number	Provider Invoice Date (date submitted for payment)	Total Amount Billed (per line item)
FC 102 (110)		Multiple Stakeholder Meetings (TxDOT, Burnet County, LCRA, PEC, Internet, Cable, etc., Property Owners, News Media, Other Interested Parties), Right of Entry, Establish Benchmarks, Boundary Surveying, Topographic Surveying, Feature Location Surveying, Utility Location Survey (Level C), Data Collection, Design Criteria, Design Summary Report, Design Concept Conference, Graphic Layouts, Base Map, Preliminary Alignments, Final Alignments, Preliminary Cost Estimates, Geotechnical Borings, Logs, and Reports, Structural Pavement Design, Study Area Definition, Study Area Map, Purpose & Need Report (Preliminary and Final), Initial Alternatives / Conceptual Definitions / Meeting Documentation, Right-of-Way and Easement Definition, Geometric Design Schematic Preparation, Schematic Revisions, Schematic Approval, QC/QA	0.00%	\$0.00	\$438,660.00	100.00%				\$0.00
FC 120 (120)		Informal Meetings, Public Meetings, Meeting Notifications, Newspaper Advertisements, Address Comments, Species Analyses, Surface Water Analyses, Impacts Table, Waters of the US Delineation, Community Impacts Assessment Technical Report, Hazardous Materials Initial Site Assessment, Archeological Assessment, Historic Properties Assessments, Ecological Mapping System of Texas (EMST) Maps, TPWD Rare, Threatened, and Endangered Species of Texas Analysis, Natural Diversity Database Maps, USFWS Threatened and Endangered Species List, Species of Greatest Conservation Needs List, Photographs, EPICS, ENV. Studies, ENV. Exhibits, Cut & Fill Exhibits, Draft EA, Revised EA, Final EA	0.00%	\$0.00	\$132,790.00	100.00%				\$0.00
FC 130 (130)		Utility Locations & Layouts, Utility Base Map, Utility Coordination Meetings, Utility Relocation Plans, Access Management	0.00%	\$0.00	\$31,640.00	100.00%				\$0.00
FC 160 (150)		Design Surveys, Horizontal & Vertical Control Sheets, DTM, Survey Notes & Sketches, Survey Data, Utility Data, Bridge and Roadway Bore Hole Locating	0.00%	\$0.00	\$93,220.00	100.00%				\$0.00
FC 160 (160)	90% Submittal	Geometric Design, Roadway Design, Horizontal Alignment Data, Vertical Alignment Data, Super-elevation Details, Typical Sections, Plan & Profile, Intersection and Driveway Design, Design Driveway Details, Driveway Summary Sheet, Traffic Control Plan, Cut and Fill Quantities, Cross Sections, Plan Preparation, Pedestrian and Bicycle Facilities, Standards Selection, QC/QA	10.00%	\$95,772.00	\$794,907.60	83.00%				\$0.00
FC 160 (161)		Data Collection, Roadway Drainage Area Maps, Driveway Drainage Area Maps, Hydrologic Analyses, Hydraulic Design, Hydrologic Summary Sheets and Tables, Hydraulic Summary Sheets and Tables, Culvert Layouts and Details, FEMA Floodplain Assessment, Water Quality Analyses, Water Quality Design, Storm Drains, Cross-Drainage Structures, Street and Driveway Structures, Temporary Drainage Design, Scour Analysis, Miscellaneous Drainage Details, Summary of Drainage Quantities, QC/QA	1.00%	\$1,332.80	\$130,614.40	98.00%				\$0.00
FC 160 (162)		Signing, Pavement Markings, and Delineation Layouts, Small Sign Summary, Signing and Pavement Marking Summary, QC/QA	10.00%	\$8,606.00	\$77,454.00	90.00%				\$0.00
FC 160 (163)		Project Layout, Removal Layout, Retaining Walls, Misc. Structures, Traffic Control Plans, Traffic Control Typical Sections, TCP Narrative, Sequence of Construction, Seal Coat Material Selection Table, Illumination Design, Illumination Layout, Mailbox Locations and Details, SW3P, Temporary Erosion Control Layout, Permanent Erosion Control Layout, Temporary Erosion Control Summary, Permanent Erosion Control Summary, Estimate Summary Sheet, Roadway Quantity Summary, Bridge Quantity Summary, Traffic Control Quantity Summary, Illumination Summary, Roadway Drainage Summary, Cross-Drainage Summary, General Notes, Basis of Estimate, Special Provisions, Special Specifications, Special Utility Details, Utility Agreements, Supporting Documentation, Standards Selection, Contract Time Determination, QC/QA	40.00%	\$69,392.00	\$138,784.00	80.00%				\$0.00
FC 145 (145; 164)		Project Management, Project Tracking, Project Records, Meetings, Sub-Consultant Contracts, Sub-Consultant Management, Periodic Project Updates, Invoice Preparation, Overall QC/QA	15.00%	\$11,230.50	\$67,383.00	90.00%				\$0.00
FC 160 (170)		Bore Log Layout, Bridge Layout, Foundation Design, Structural Bridge Design, Bridge Detail Summary & Structural Detail, Standards Selection, Bridge Item Quantity Summary, QC/QA	15.00%	\$27,994.50	\$167,967.00	90.00%				\$0.00
			Sub-Total	\$214,327.80	\$2,073,420.00	89.82%				\$0.00

PLANNING AND SCHEMATIC DESIGN
PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E)
LUMP SUM PAYMENT METHOD

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FC 102 (110)		Multiple Stakeholder Meetings (TxDOT, Burnet County, LCRA, PEC, Internet, Cable, etc., Property Owners, News Media, Other Interested Parties), Right of Entry, Establish Benchmarks, Boundary Surveying, Topographic Surveying, Feature Location Surveying, Utility Location Survey (Level C), Data Collection, Design Criteria, Design Summary Report, Design Concept Conference, Graphic Layouts, Base Map, Preliminary Alignments, Final Alignments, Preliminary Cost Estimates, Geotechnical Borings, Logs, and Reports, Structural Pavement Design, Study Area Definition, Study Area Map, Purpose & Need Report (Preliminary and Final), Initial Alternatives / Conceptual Definitions / Meeting Documentation, Right-of-Way and Easement Definition, Geometric Design Schematic Preparation, Schematic Revisions, Schematic Approval, QC/QA	0.00%	\$0.00	\$438,660.00	100.00%				\$0.00
FC 120 (120)		Informal Meetings, Public Meetings, Meeting Notifications, Newspaper Advertisements, Address Comments, Species Analyses, Surface Water Analyses, Impacts Table, Waters of the US Delineation, Community Impacts Assessment Technical Report, Hazardous Materials Initial Site Assessment, Archeological Assessment, Historic Properties Assessments, Ecological Mapping System of Texas (EMST) Maps, TPWD Rare, Threatened, and Endangered Species of Texas analysis, Natural Diversity Database Maps, USFWS Threatened and Endangered Species List, Species of Greatest Conservation Needs List, Photographs, EPICS, ENV. Studies, ENV. Exhibits, Cut & Fill Exhibits, Draft EA, Revised EA, Final EA	0.00%	\$0.00	\$132,790.00	100.00%				\$0.00
FC 130 (130)		Utility Locations & Layouts, Utility Base Map, Utility Coordination Meetings, Utility Relocation Plans, Access Management	0.00%	\$0.00	\$31,640.00	100.00%				\$0.00
FC 160 (150)		Design Surveys, Horizontal & Vertical Control Sheets, DTM, Survey Notes & Sketches, Survey Data, Utility Data, Bridge and Roadway Bore Hole Locating	0.00%	\$0.00	\$93,220.00	100.00%				\$0.00
FC 160 (160)	Progress Submittal (Pre 100%)	Geometric Design, Roadway Design, Horizontal Alignment Data, Vertical Alignment Data, Super-elevation Details, Typical Sections, Plan & Profile, Intersection and Driveway Design, Design Driveway Details, Driveway Summary Sheet, Traffic Control Plan, Cut and Fill Quantities, Cross Sections, Plan Preparation, Pedestrian and Bicycle Facilities, Standards Selection, QC/QA	12.00%	\$114,926.40	\$909,834.00	95.00%				\$0.00
FC 160 (161)		Data Collection, Roadway Drainage Area Maps, Driveway Drainage Area Maps, Hydrologic Analyses, Hydraulic Design, Hydrologic Summary Sheets and Tables, Hydraulic Summary Sheets and Tables, Culvert Layouts and Details, FEMA Floodplain Assessment, Water Quality Analyses, Water Quality Design, Storm Drains, Cross-Drainage Structures, Street and Driveway Structures, Temporary Drainage Design, Scour Analysis, Miscellaneous Drainage Details, Summary of Drainage Quantities, QC/QA	1.00%	\$1,332.80	\$131,947.20	99.00%				\$0.00
FC 160 (162)		Signing, Pavement Markings, and Delineation Layouts, Small Sign Summary, Signing and Pavement Marking Summary, QC/QA	5.00%	\$4,303.00	\$81,757.00	95.00%				\$0.00
FC 160 (163)		Project Layout, Removal Layout, Retaining Walls, Misc. Structures, Traffic Control Plans, Traffic Control Typical Sections, TCP Narrative, Sequence of Construction, Seal Coat Material Selection Table, Illumination Design, Illumination Layout, Mailbox Locations and Details, SW3P, Temporary Erosion Control Layout, Permanent Erosion Control Layout, Temporary Erosion Control Summary, Permanent Erosion Control Summary, Estimate Summary Sheet, Roadway Quantity Summary, Bridge Quantity Summary, Traffic Control Quantity Summary, Illumination Summary, Roadway Drainage Summary, Cross-Drainage Summary, General Notes, Basis of Estimate, Special Provisions, Special Specifications, Special Utility Details, Utility Agreements, Supporting Documentation, Standards Selection, Contract Time Determination, QC/QA	15.00%	\$26,022.00	\$164,806.00	95.00%				\$0.00
FC 145 (145; 164)		Project Management, Project Tracking, Project Records, Meetings, Sub-Consultant Contracts, Sub-Consultant Management, Periodic Project Updates, Invoice Preparation, Overall QC/QA	5.00%	\$3,743.50	\$71,126.50	95.00%				\$0.00
FC 160 (170)		Bore Log Layout, Bridge Layout, Foundation Design, Structural Bridge Design, Bridge Detail Summary & Structural Detail, Standards Selection, Bridge Item Quantity Summary, QC/QA	5.00%	\$9,331.50	\$177,298.50	95.00%				\$0.00
			Sub-Total	\$159,659.20	\$2,233,079.20	96.74%				\$0.00

Prime Provider: K.C. Engineering, Inc.
Project: Wirtz Dam Road
CSJ: 914-24-024

**PLANNING AND SCHEMATIC DESIGN
PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E)
LUMP SUM PAYMENT METHOD**

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FC 102 (110)		Multiple Stakeholder Meetings (TxDOT, Burnet County, LCRA, PEC, Internet, Cable, etc., Property Owners, News Media, Other Interested Parties), Right of Entry, Establish Benchmarks, Boundary Surveying, Topographic Surveying, Feature Location Surveying, Utility Location Survey (Level C), Data Collection, Design Criteria, Design Summary Report, Design Concept Conference, Graphic Layouts, Base Map, Preliminary Alignments, Final Alignments, Preliminary Cost Estimates, Geotechnical Borings, Logs, and Reports, Structural Pavement Design, Study Area Definition, Study Area Map, Purpose & Need Report (Preliminary and Final), Initial Alternatives / Conceptual Definitions / Meeting Documentation, Right-of-Way and Easement Definition, Geometric Design Schematic Preparation, Schematic Revisions, Schematic Approval, QC/QA	0.00%	\$0.00	\$438,660.00	100.00%				\$0.00
FC 120 (120)		Informal Meetings, Public Hearings, Meeting Notifications, Newspaper Advertisements, Address Comments, Species Analyses, Surface Water Analyses, Impacts Table, Waters of the US Delineation, Community Impacts Assessment Technical Report, Hazardous Materials Initial Site Assessment, Archeological Assessment, Historic Properties Assessments, Ecological Mapping System of Texas (EMST) Maps, TPWD Rare, Threatened, and Endangered Species of Texas Analysis, Natural Diversity Database Maps, USFWS Threatened and Endangered Species List, Species of Greatest Conservation Needs List, Photographs, EPICS, ENV. Studies, ENV. Exhibits, Cut & Fill Exhibits, Draft EA, Revised EA, Final EA	0.00%	\$0.00	\$132,790.00	100.00%				\$0.00
FC 130 (130)		Utility Locations & Layouts, Utility Base Map, Utility Coordination Meetings, Utility Relocation Plans, Access Management	0.00%	\$0.00	\$31,640.00	100.00%				\$0.00
FC 160 (150)		Design Surveys, Horizontal & Vertical Control Sheets, DTM, Survey Notes & Sketches, Survey Data, Utility Data, Bridge and Roadway Bore Hole Locating	0.00%	\$0.00	\$93,220.00	100.00%				\$0.00
FC 160 (160)		Geometric Design, Roadway Design, Horizontal Alignment Data, Vertical Alignment Data, Super-elevation Details, Typical Sections, Plan & Profile, Intersection and Driveway Design, Design Driveway Details, Driveway Summary Sheet, Traffic Control Plan, Cut and Fill Quantities, Cross Sections, Plan Preparation, Pedestrian and Bicycle Facilities, Standards Selection, QC/QA	5.00%	\$47,886.00	\$957,720.00	100.00%				\$0.00
FC 160 (161)	Final (100%) Submittal	Data Collection, Roadway Drainage Area Maps, Driveway Drainage Area Maps, Hydrologic Analyses, Hydraulic Design, Hydrologic Summary Sheets and Tables, Hydraulic Summary Sheets and Tables, Culvert Layouts and Details, FEMA Floodplain Assessment, Water Quality Analyses, Water Quality Design, Storm Drains, Cross-Drainage Structures, Street and Driveway Structures, Temporary Drainage Design, Scour Analysis, Miscellaneous Drainage Details, Summary of Drainage Quantities, QC/QA	1.00%	\$1,332.80	\$133,280.00	100.00%				\$0.00
FC 160 (162)		Signing, Pavement Markings, and Delineation Layouts, Small Sign Summary, Signing and Pavement Marking Summary, QC/QA	5.00%	\$4,303.00	\$86,060.00	100.00%				\$0.00
		Project Layout, Removal Layout, Retaining Walls, Misc. Structures, Traffic Control Plans, Traffic Control Typical Sections, TCP Narrative, Sequence of Construction, Seal Coat Material Selection Table, Illumination Design, Illumination Layout, Mailbox Locations and Details, SW3P, Temporary Erosion Control Layout, Permanent Erosion Control Layout, Temporary Erosion Control Summary, Permanent Erosion Control Summary, Estimate Summary Sheet, Roadway Quantity Summary, Bridge Quantity Summary, Traffic Control Quantity Summary, Illumination Summary, Roadway Drainage Summary, Cross-Drainage Summary, General Notes, Basis of Estimate, Special Provisions, Special Specifications, Special Utility Details, Utility Agreements, Supporting Documentation, Standards Selection, Contract Time Determination, QC/QA	5.00%	\$8,674.00	\$173,480.00	100.00%				\$0.00
FC 145 (145; 164)		Project Management, Project Tracking, Project Records, Meetings, Sub-Consultant Contracts, Sub-Consultant Management, Periodic Project Updates, Invoice Preparation, Overall QC/QA	5.00%	\$3,743.50	\$74,870.00	100.00%				\$0.00
FC 160 (170)		Bore Log Layout, Bridge Layout, Foundation Design, Structural Bridge Design, Bridge Detail Summary & Structural Detail, Standards Selection, Bridge Item Quantity Summary, QC/QA	5.00%	\$9,331.50	\$186,630.00	100.00%				\$0.00
	Final Submittal		Sub-Total	\$75,270.80	\$2,308,350.00	100.00%				\$0.00

EXHIBIT E

Burnet County Vendor Reimbursement Policy

The purpose of this Burnet County Vendor Reimbursement Policy (“Policy”) is to provide clear guidelines to vendors on Burnet County’s expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Burnet County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Burnet County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Burnet County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3 Upon County’s request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

EXHIBIT F

TxDOT:		Federal Highway Administration:	
CSJ #	0914-24-024	CFDA No.	20.205
District #	AUS-14	CFDA Title	Highway Planning and Construction
Code Chart 64 #	50027		
Project Name	Preliminary Engineering of Wirtz Dam Rd.	AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Surface Transportation Block Grant Program (STBG) Project
Off-System

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

WITNESSETH

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

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

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

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

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115292** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as a **new bridge and approaches on Wirtz Dam Road from RM 1431 to RM 2147 in Burnet County, Texas**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Texas Transportation Commission has not authorized funding for the construction of the highway improvement or other transportation project and the project is not currently listed and approved for construction in the Unified Transportation Program (UTP) or Statewide Transportation Improvement Program (STIP). This Agreement does not represent a commitment to future project funding for any project elements, including construction, not specifically outlined in the Agreement.

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Costs not specifically identified as reimbursable under this Agreement will not be requested or reimbursed.

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **2/25/2020**, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A). A map showing the Project location appears in Attachment B, Location Map Showing Project (Attachment B), which is attached to and made a part of this Agreement.

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

AGREEMENT

1. Responsible Parties:

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

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

2. Period of the Agreement

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

3. Scope of Work

The scope of work for the Project consists of Preliminary Engineering, Design, and NEPA environmental clearance on Wirtz Dam Road from RM 1431 to RM 2147 in Burnet County, Texas.

4. Project Sources and Uses of Funds

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

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes

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and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
- F. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment

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unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the

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state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

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

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

6. Amendments

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

7. Remedies

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

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government

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will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

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

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

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

10. Compliance with Accessibility Standards

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

11. Architectural and Engineering Services

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

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for

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participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities - NA

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

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

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

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14. Right of Way and Real Property

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

The Local Government shall be responsible for the following:

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

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recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

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

16. Notices

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

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Local Government:	State:
County of Burnet ATTN: County Judge 220 S. Pierce Rd Burnet, TX 78611	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

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

17. Legal Construction

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

18. Responsibilities of the Parties

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

19. Ownership of Documents

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

20. Compliance with Laws

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

21. Sole Agreement

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

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22. Cost Principles

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

23. Procurement and Property Management Standards

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

24. Inspection of Books and Records

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

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

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

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Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

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

26. Pertinent Non-Discrimination Authorities

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

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

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

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the

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Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

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

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

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29. Lobbying Certification

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

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

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

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

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- i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
- ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

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

32. Signatory Warranty

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

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

THE STATE OF TEXAS


Signature

Kenneth Stewart

Typed or Printed Name

Director of Contract Services

Typed or Printed Title

3/31/2020

Date

THE LOCAL GOVERNMENT


Signature

James Oakley

Typed or Printed Name

Burnet County Judge

Typed or Printed Title

3/30/2020

Date

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ATTACHMENT A RESOLUTION

RESOLUTION

A RESOLUTION OF BURNET COUNTY, TEXAS, AUTHORIZING THE COUNTY JUDGE TO EXECUTE AN ADVANCED FUNDING AGREEMENT CSJ #0914-24-024, BETWEEN THE COUNTY OF BURNET AND THE STATE OF TEXAS REGARDING PRELIMINARY ENGINEERING OF WIRTZ DAM ROAD.

WHEREAS, The County of Burnet understands the importance of transportation; and;

WHEREAS, the County of Burnet has received funding from the Capital Area metropolitan Planning Organization to cover the costs of the Preliminary Engineering of Wirtz Dam Road.

Section 1. The County Commissioners' Court hereby approves the County's participation in the Wirtz Dam Road project.

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

Section 3. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

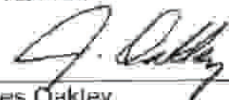
DULY RESOLVED AND ADOPTED by the Burnet County Commissioner's Court this 25th day of February, 2020.



Attest:


Janel Parker
Burnet County Clerk

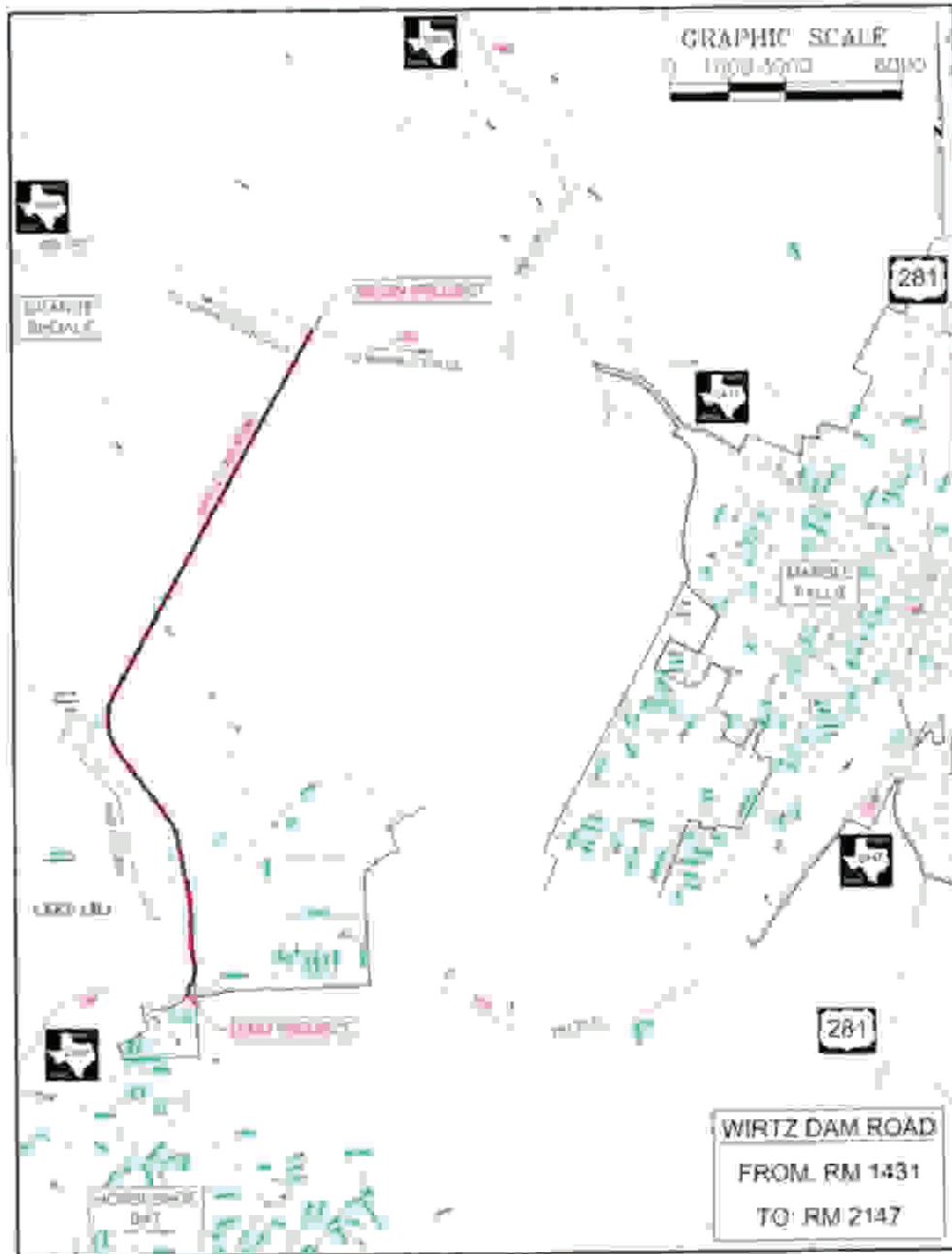
APPROVED :


James Oakley
Burnet County Judge

TxDOT:		Federal Highway Administration:	
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ATTACHMENT B
LOCATION MAP SHOWING PROJECT

Project Location



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ATTACHMENT C PROJECT BUDGET

Costs will be allocated based on 100% Federal funding and 0% Local Government funding until the Federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

*) Local Government is utilizing 596,250 Transportation Development Credits (TDC) in lieu of non-federal matching funds including Direct State Costs .

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by Local Government)	\$2,905,228	100%	\$2,905,228	0%	\$0	TDC*)	581,046
Subtotal	\$2,905,228		\$2,905,228		\$0		581,046
Environmental Direct State Costs	\$15,205	100%	\$15,205	0%	\$0	TDC	3,041
Right of Way Direct State Costs	\$0	0%	\$0	0%	\$0	0%	\$0
Engineering Direct State Costs	\$60,817	100%	\$60,817	0%	\$0	TDC	12,163
Utility Direct State Costs	\$0	0%	\$0	0%	\$0	0%	\$0
Construction Direct State Costs	\$0	0%	\$0	0%	\$0	0%	\$0
Indirect State Costs (4.52%)	\$131,316	0%	\$0	100%	\$131,316	0%	\$0
TOTAL	\$3,112,566		\$2,981,250		\$131,316		\$0

Transportation Development Credits (TDCs) in the amount of 596,250 will be used for the Local Government's contribution.

Total Reimbursable Costs = \$2,905,228

Local Government's Participation = \$0

This is an estimate. The final amount of Local Government participation will be based on actual costs.

EXHIBIT G

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/22/2020

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 have ADDITIONAL INSURED provisions or 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 Liberty Mutual Insurance PO Box 188065 Fairfield, OH 45018	CONTACT NAME:		
	PHONE (A/C No, Ext):	800-962-7132	FAX (A/C, No): 800-845-3666
	E-MAIL ADDRESS:	BusinessService@LibertyMutual.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #	
	INSURER A: Ohio Security Insurance Company	24082	
INSURED K.C. Engineering, Inc. 705 US-281 Suite 103 Marble Falls TX 78654	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 55149248

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GENTL AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO JECT ☐ LOC OTHER:			BKS57986802	3/18/2020	3/18/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 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 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Burnet County Texas, the County, its directors, officers and employees are Additional Insured if required by written contract or written agreement subject to General Liability Blanket Additional Insured Provision. This Policy is Primary and we will not ask for Contribution of the policy issued to the Additional Insured. Waiver of Subrogation Applies.

CERTIFICATE HOLDER

CANCELLATION

Burnet County, Texas
220 S. Pierce St
Burnet TX 78611

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

Christina Draggoo

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ACORD 25 (2016/03)

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