



City Council
Special Meeting

Tuesday, March 18, 2025, 5:30 PM
City Hall Council Chambers
298 W Washington
Stephenville, Texas 76401

AGENDA

CALL TO ORDER

REGULAR AGENDA

1. Discussion Regarding Receipt Of Petition Protesting The Issuance Of Certificates Of Obligation
2. Consider Termination of Notice of Intent to Issuance of Certificates of Obligation

FINANCE COMMITTEE

David Baskett, Chair

3. Committee Report from March 18, 2025

RECESS TO EMPLOYEE BENEFITS TRUST MEETING

EMPLOYEE BENEFITS TRUST MEETING

4. CALL TO ORDER
5. Discuss Employee Benefits for Plan Year 2025-2026
6. ADJOURN

RECONVENE TO FINANCE COMMITTEE

7. Consider Approval of Employee Benefits for Plan Year 2025-2026

PUBLIC WORKS COMMITTEE

Alan Nix, Chair

8. Consider Approval of Administrative Services Agreement for FY25-26 TxCDBG Downtown Revitalization / Main Street Program
9. Consider Approval of Professional Services Agreement for the West Tarleton Street Sidewalk Improvements Project

EXECUTIVE SESSION

In compliance with the provisions of the Texas Open Meetings Law, Subchapter D, Government Code, Vernon's Texas Codes, Annotated, in accordance with

10. **Section 551.071 Consultation with Attorney** - to Consult Over a Pending or Contemplated Litigation

ACTION TAKEN ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF NECESSARY

ADJOURN

EXECUTIVE SESSION NOTICE

Note: The Stephenville City Council may convene into Executive Session on any matter related to any of the above agenda items for a purpose, such closed session allowed under Chapter 551, Texas Government Code.

In accordance with the Americans with Disabilities Act, persons who need accommodation to attend or participate in this meeting should contact City Hall at 254-918-1287 within 48 hours prior to the meeting to request such assistance.



Medical - Fully Insured Premium Rates Rates Effective: 05/01/2025-04/30/2026		
Blue Cross Blue Shield of Texas - Blue Choice PPO	HSA-MTBCP014H	COBRA (w/2%)
Employee	\$ 457.67	\$ 466.82
Employee + Spouse	\$ 1,052.06	\$ 1,073.10
Employee + Child(ren)	\$ 997.78	\$ 1,017.74
Employee + Family	\$ 1,592.16	\$ 1,624.00
Blue Cross Blue Shield of Texas - Blue Choice PPO	COPAY-MTBCP031	COBRA (w/2%)
Employee	\$ 529.99	\$ 540.59
Employee + Spouse	\$ 1,218.29	\$ 1,242.66
Employee + Child(ren)	\$ 1,155.44	\$ 1,178.55
Employee + Family	\$ 1,843.72	\$ 1,880.59

Employee Contribution		
Monthly	Pay Period (24)	% Cost Share
\$ -	\$ -	0%
\$ 551.16	\$ 275.58	52%
\$ 317.53	\$ 158.77	32%
\$ 925.04	\$ 462.52	58%
Monthly	Pay Period (24)	% Cost Share
\$ -	\$ -	0%
\$ 592.39	\$ 296.20	49%
\$ 350.19	\$ 175.10	30%
\$ 1,051.60	\$ 525.80	57%

Employer Contribution		
Monthly	Pay Period (24)	% Cost Share
\$ 457.67	\$ 228.84	100%
\$ 500.90	\$ 250.45	48%
\$ 680.25	\$ 340.13	68%
\$ 667.12	\$ 333.56	42%
Monthly	Pay Period (24)	% Cost Share
\$ 529.99	\$ 265.00	100%
\$ 625.90	\$ 312.95	51%
\$ 805.25	\$ 402.63	70%
\$ 792.12	\$ 396.06	43%

Dental - Fully Insured Premium Rates Rates Effective: 05/01/2025-04/30/2026		
Equitable	PPO Dental	COBRA (w/2%)
Employee	\$ 22.73	\$ 23.18
Employee + Spouse	\$ 45.45	\$ 46.36
Employee + Child(ren)	\$ 63.68	\$ 64.95
Employee + Family	\$ 95.59	\$ 97.50

Employee Contribution		
Monthly	Pay Period (24)	% Cost Share
\$ -	\$ -	0%
\$ 22.72	\$ 11.36	50%
\$ 40.95	\$ 20.48	64%
\$ 72.86	\$ 36.43	76%

Employer Contribution		
Monthly	Pay Period (24)	% Cost Share
\$ 22.73	\$ 11.37	100%
\$ 22.73	\$ 11.37	50%
\$ 22.73	\$ 11.37	36%
\$ 22.73	\$ 11.37	24%

Vision - Fully Insured Premium Rates Rates Effective: 05/01/2025-04/30/2028		
Carrier Name	Plan Name	COBRA (w/2%)
Employee	\$ 7.60	\$ 7.75
Employee + Spouse	\$ 14.44	\$ 14.73
Employee + Child(ren)	\$ 15.20	\$ 15.50
Employee + Family	\$ 22.35	\$ 22.80

Employee Contribution		
Monthly	Pay Period (24)	% Cost Share
\$ 7.60	\$ 3.80	100%
\$ 14.44	\$ 7.22	100%
\$ 15.20	\$ 7.60	100%
\$ 22.35	\$ 11.18	100%

Employer Contribution		
Monthly	Pay Period (24)	% Cost Share
\$ -	\$ -	0%
\$ -	\$ -	0%
\$ -	\$ -	0%
\$ -	\$ -	0%

CITY OF STEPHENVILLE - MAY 1, 2025

MEDICAL PLAN ANALYSIS - Blue Choice PPO - BEST AND FINAL OFFER



	BCBS CURRENT PLANS		BCBS RENEWAL PLANS		NO CHANGE TO PAYROLL DEDUCTIONS		PAYROLL DEDUCTIONS WITH CITY SUBSIDIES INCLUDED	
	HSA - MTBCP014H* Blue Choice PPO	MTBCB031 Copay Blue Choice PPO	HSA - MTBCP014H* Blue Choice PPO	MTBCB031 Copay Blue Choice PPO	HSA - MTBCP014H* Blue Choice PPO	MTBCB031 Copay Blue Choice PPO	HSA - MTBCP014H* Blue Choice PPO	MTBCB031 Copay Blue Choice PPO
Coinsurance	100% / 70%	80% / 60%	100% / 70%	80% / 60%	100% / 70%	80% / 60%	100% / 70%	80% / 60%
Deductible Ind/Fam	\$5000/\$10000	\$3500/\$10500	\$5000/\$10000	\$3500/\$10500	\$5000/\$10000	\$3500/\$10500	\$5000/\$10000	\$3500/\$10500
Office Copay	0% AD	\$35 /\$70	0% AD	\$35 /\$70	0% AD	\$35 /\$70	0% AD	\$35 /\$70
RX Copay	0% AD *	\$0 / \$10 / \$50 / \$100 / \$150 / \$250 AD	0% AD *	\$0 / \$10 / \$50 / \$100 / \$150 / \$250 AD	0% AD *	\$0 / \$10 / \$50 / \$100 / \$150 / \$250 AD	0% AD *	\$0 / \$10 / \$50 / \$100 / \$150 / \$250 AD
Preventive Care	No Charge In Network	No Charge In Network	No Charge In Network	No Charge In Network	No Charge In Network	No Charge In Network	No Charge In Network	No Charge In Network
Urgent Care/ER	0% AD	\$500 copay + 20% AD	0% AD	\$500 copay + 20% AD	0% AD	\$500 copay + 20% AD	0% AD	\$500 copay + 20% AD
Coinsurance/ OOP Max	\$5000/\$10,000	\$7900/\$15800	\$5000/\$10,000	\$7900/\$15800	\$5000/\$10,000	\$7900/\$15800	\$5000/\$10,000	\$7900/\$15800
Total Employee Count:	146		146		146		146	
Employee Only	98	18	98	18	98	18	98	18
Employee Spouse	5	0	5	0	5	0	5	0
Employee Child(ren)	15	6	15	6	15	6	15	6
Employee Family	4	0	4	0	4	0	4	0
	122	24	122	24	122	24	122	24
Billed Rates:								
Employee Only	\$424.37	\$487.66	\$457.67	\$529.99	\$457.67	\$529.99	\$457.67	\$529.99
Employee Spouse	\$975.53	\$1,121.01	\$1,052.06	\$1,218.29	\$1,052.06	\$1,218.29	\$1,052.06	\$1,218.29
Employee Child(ren)	\$925.19	\$1,063.16	\$997.78	\$1,155.44	\$997.78	\$1,155.44	\$997.78	\$1,155.44
Employee Family	\$1,476.35	\$1,696.52	\$1,592.16	\$1,843.72	\$1,592.16	\$1,843.72	\$1,592.16	\$1,843.72
Percent Change By Plan			7.85%	8.68%	7.85%	8.68%	7.85%	8.68%
Total Monthly Premium	\$66,249.16	\$15,156.84	\$71,447.30	\$16,472.46	\$71,447.30	\$16,472.46	\$71,447.30	\$16,472.46
Total Annual Premium	\$794,989.92	\$181,882.08	\$857,367.60	\$197,669.52	\$857,367.60	\$197,669.52	\$857,367.60	\$197,669.52
COMBINED TOTAL ANNUAL PREMIUM	\$976,872.00		\$1,055,037.12		\$1,055,037.12		\$1,055,037.12	
\$ Change in Annual Premium			\$1,055,037.12		\$78,165.12		\$78,165.12	
% Change in Annual Premium			8.0%		8.0%		8.0%	
City Annual Premium Cost	\$660,363.00	\$158,086.08	\$709,114.20	\$169,626.96	\$722,740.68	\$173,873.52	\$722,740.68	\$172,455.84
Change in City Cost			\$709,114.20	\$169,626.96	\$722,740.68	\$173,873.52	\$722,740.68	\$172,455.84
HSA Contribution (\$1500 @ 122 subscribers)	\$183,000.00		\$183,000.00		\$183,000.00		\$183,000.00	
Medical Cost to City by Plan	\$843,363.00	\$158,086.08	\$892,114.20	\$169,626.96	\$905,740.68	\$173,873.52	\$905,740.68	\$172,455.84
TOTAL Cost to City	\$1,001,449.08		\$1,061,741.16		\$1,079,614.20		\$1,078,196.52	
Employer Monthly Cost by Coverage Tier								
Employee Only	\$424.37	\$487.66	\$457.67	\$529.99	\$457.67	\$529.99	\$457.67	\$529.99
Employee Spouse	\$424.37	\$549.37	\$457.67	\$582.67	\$500.90	\$646.65	\$500.90	\$625.90
Employee Child(ren)	\$607.66	\$732.66	\$640.96	\$765.96	\$680.25	\$824.94	\$680.25	\$805.25
Employee Family	\$551.31	\$676.31	\$584.61	\$709.61	\$667.12	\$823.51	\$667.12	\$792.12
Employee Cost Per Month								
Employee Only	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Employee Spouse	\$551.16	\$571.64	\$594.39	\$635.62	\$551.16	\$571.64	\$551.16	\$592.39
Employee Child(ren)	\$317.53	\$330.50	\$356.82	\$389.48	\$317.53	\$330.50	\$317.53	\$350.19
Employee Family	\$925.04	\$1,020.21	\$1,007.55	\$1,134.11	\$925.04	\$1,020.21	\$925.04	\$1,051.60

*Select HDHP-HSA Preventive RX
No cost share on certain RX

*Select HDHP-HSA Preventive RX
No cost share on certain RX

*Select HDHP-HSA Preventive RX
No cost share on certain RX

*Select HDHP-HSA Preventive RX
No cost share on certain RX

Bundle Discounts Applied with a \$21,000 invoice credit.

City of Stephenville
Medical Insurance Comparison for Health Insurance Plan Year 2025-2026

Current Plan 1 - BCBS HSA-MTBCP014H - Blue Choice PPO										
	# Covered	Per Month			Annual Cost	Annual HSA Contribution \$1,500	Per Month			
		City	Dep Subsidy	Cost			Employee Cost	City Subsidy	Net Employee Cost	
Employee	98	\$ 424.37	\$ -	\$ 41,588.26	\$ 499,059.12	147,000.00	\$ -	\$ -	\$ -	
Employee + Spouse	5	\$ 424.37	\$ -	\$ 2,121.85	\$ 25,462.20	7,500.00	\$ 551.16	\$ -	\$ 551.16	
Employee + Children	15	\$ 424.37	\$ 183.29	\$ 9,114.90	\$ 109,378.80	22,500.00	\$ 500.82	\$ (183.29)	\$ 317.53	
Employee + Family	4	\$ 424.37	\$ 126.94	\$ 2,205.24	\$ 26,462.88	6,000.00	\$ 1,051.98	\$ (126.94)	\$ 925.04	
Total	122			\$ 55,030.25	\$ 660,363.00	\$ 183,000.00				

Current Plan 2 - BCBS COPAY- MTBCP031 - Blue Choice PPO										
	# Covered	Per Month			Annual Cost	Annual HSA Contribution \$0	Per Month			
		City	Dep Subsidy	Cost			Employee Cost	City Subsidy	Net Employee Cost	
Employee	18	\$ 487.66	\$ -	\$ 8,777.88	\$ 105,334.56		\$ -	\$ -	\$ -	
Employee + Spouse	0	\$ 549.37	\$ -	\$ -	\$ -		\$ 571.64	\$ -	\$ 571.64	
Employee + Children	6	\$ 549.37	\$ 183.29	\$ 4,395.96	\$ 52,751.52		\$ 513.79	\$ (183.29)	\$ 330.50	
Employee + Family	0	\$ 549.37	\$ 126.94	\$ -	\$ -		\$ 1,147.15	\$ (126.94)	\$ 1,020.21	
Total	24			\$ 13,173.84	\$ 158,086.08	\$ -				

Current Plan 1 Renewal - BCBS HSA-MTBCP014H - Blue Choice PPO										
	# Covered	Per Month			Annual Cost	Annual HSA Contribution \$1,500	Per Month			
		City	Dep Subsidy	Cost			Employee Cost	City Subsidy	Net Employee Cost	
Employee	98	\$ 457.67	\$ -	\$ 44,851.66	\$ 538,219.92	147,000.00	\$ -	\$ -	\$ -	\$ -
Employee + Spouse	5	\$ 457.67	\$ 43.23	\$ 2,504.50	\$ 30,054.00	7,500.00	\$ 594.39	\$ (43.23)	\$ 551.16	\$ -
Employee + Children	15	\$ 457.67	\$ 222.58	\$ 10,203.75	\$ 122,445.00	22,500.00	\$ 540.11	\$ (222.58)	\$ 317.53	\$ -
Employee + Family	4	\$ 457.67	\$ 209.45	\$ 2,668.48	\$ 32,021.76	6,000.00	\$ 1,134.49	\$ (209.45)	\$ 925.04	\$ -
Total	122			\$ 60,228.39	\$ 722,740.68	\$ 183,000.00				

Current Plan 2 Renewal - BCBS COPAY- MTBCP031 - Blue Choice PPO										
	# Covered	Per Month			Annual Cost	Annual HSA Contribution \$0	Per Month			
		City	Dep Subsidy	Cost			Employee Cost	City Subsidy	Net Employee Cost	
Employee	18	\$ 529.99	\$ -	\$ 9,539.82	\$ 114,477.84		\$ -	\$ -	\$ -	\$ -
Employee + Spouse	0	\$ 582.67	\$ 43.23	\$ -	\$ -		\$ 635.62	\$ (43.23)	\$ 592.39	\$ 20.75
Employee + Children	6	\$ 582.67	\$ 222.58	\$ 4,831.50	\$ 57,978.00		\$ 572.77	\$ (222.58)	\$ 350.19	\$ 19.69
Employee + Family	0	\$ 582.67	\$ 209.45	\$ -	\$ -		\$ 1,261.05	\$ (209.45)	\$ 1,051.60	\$ 31.39
Total	24			\$ 14,371.32	\$ 172,455.84	\$ -				

City of Stephenville
Medical Insurance Comparison for Health Insurance Plan Year 2025-2026

Employees Opting Out - Current					
	# Covered	Per Month			Annual
		City		Cost	Cost
Employee - on Medicare plan	3	\$ 424.37		\$ 1,273.11	\$ 15,277.32
Employee- on non-Medicare plan	27	\$ 212.19		\$ 5,729.00	\$ 68,747.94
Total	30			<u>\$ 7,002.11</u>	<u>\$ 84,025.26</u>

Employees Opting Out - Renewal					
	# Covered	Per Month			Annual
		City		Cost	Cost
Employee - on Medicare plan	3	\$ 457.67		\$ 1,373.01	\$ 16,476.12
Employee- on non-Medicare plan	27	\$ 228.84		\$ 6,178.55	\$ 74,142.54
Total	30			<u>\$ 7,551.56</u>	<u>\$ 90,618.66</u>

Current Dental - BCBS - DTNHR33							
	# Covered	Per Month			Annual		
		City		Cost	Cost		Employee Cost
Employee	118	\$ 22.07		\$ 2,604.26	\$ 31,251.12		\$ -
Employee + Spouse	16	\$ 22.07		\$ 353.12	\$ 4,237.44		\$ 22.06
Employee + Children	18	\$ 22.07		\$ 397.26	\$ 4,767.12		\$ 39.76
Employee + Family	21	\$ 22.07		\$ 463.47	\$ 5,561.64		\$ 70.74
Total	173			<u>\$ 3,818.11</u>	<u>\$ 45,817.32</u>		

Renewal Dental - BCBS - DTNHR33								
	# Covered	Per Month			Annual			
		City		Cost	Cost		Employee Cost	Increase
Employee	118	\$ 22.73		\$ 2,682.14	\$ 32,185.68		\$ -	\$ -
Employee + Spouse	16	\$ 22.73		\$ 363.68	\$ 4,364.16		\$ 22.72	\$ 0.66
Employee + Children	18	\$ 22.73		\$ 409.14	\$ 4,909.68		\$ 40.95	\$ 1.19
Employee + Family	21	\$ 22.73		\$ 477.33	\$ 5,727.96		\$ 72.86	\$ 2.12
Total	173			<u>\$ 3,932.29</u>	<u>\$ 47,187.48</u>			

City of Stephenville
Medical Insurance Comparison for Health Insurance Plan Year 2025-2026

Current Vision - BCBS (EyeMed)							
	# Covered	City	Per Month	Cost	Annual Cost		Employee Cost
Employee	84	\$ -		\$ -	\$ -		\$ 7.60
Employee + Spouse	12	\$ -		\$ -	\$ -		\$ 14.44
Employee + Children	10	\$ -		\$ -	\$ -		\$ 15.20
Employee + Family	13	\$ -		\$ -	\$ -		\$ 22.35
Total	119			\$ -	\$ -		

Proposed Vision - BCBS (EyeMed)							
	# Covered	City	Per Month	Cost	Annual Cost		Employee Cost
Employee	84	\$ -		\$ -	\$ -		\$ 7.60
Employee + Spouse	12	\$ -		\$ -	\$ -		\$ 14.44
Employee + Children	10	\$ -		\$ -	\$ -		\$ 15.20
Employee + Family	13	\$ -		\$ -	\$ -		\$ 22.35
Total	119			\$ -	\$ -		

City of Stephenville
Medical Insurance Comparison for Health Insurance Plan Year 2025-2026

				Current	Proposed
Per Employee Per Month Benefit					
Health Insurance HSA				\$ 424.37	\$ 457.67
HSA Contribution				125.00	125.00
Dental				22.07	22.73
Vision				-	-
First Stop Health-VPC, VUC, VMH				14.00	14.00
Basic Life/AD&D				2.95	2.95
COBRA Administration				0.70	0.70
HSA Administration				-	-
Budgeted in Salaries in each department				<u>\$ 589.09</u>	<u>\$ 623.05</u>
Careflight Air Evacuation \$15.00 per year				1.25	1.25
Air Med Air Evacuation \$70.00 per year				5.83	5.83
Budgeted Full-time Positions 192					
Wellsprings Insurance Benefits Consultant/month \$2,800				14.58	14.58
Budgeted in Contractual in HR				<u>21.66</u>	<u>21.66</u>
Total Per Employee Per Month				<u>\$ 610.75</u>	<u>\$ 644.71</u>
Total Budgeted Full-time positions				192	192
Monthly Total Before Adjustments				\$ 117,264.64	\$ 123,784.96
Annual Total Before Adjustments				\$ 1,407,175.68	\$ 1,485,419.52
Less HSA for employees opting out 30 \$1,500				(45,000.00)	(45,000.00)
Less 1/2 insurance premium for voluntary opt outs				(68,747.94)	(74,142.54)
Dependent Care Subsidy - Spouse 5 \$ - \$ 43.23 per month				-	2,593.80
Dependent Care Subsidy - Children 21 \$ 183.29 \$ 222.58 per month				46,189.08	56,090.16
Dependent Care Subsidy - Family 4 \$ 126.94 \$ 209.45 per month				6,093.12	10,053.60
Total Annual Cost				<u>\$ 1,293,427.74</u>	<u>\$ 1,435,014.54</u>
Total Annual Increase					\$ 141,586.80
One-time BCBS credit					\$ (21,000.00)
Annual Increase for renewal					<u>\$ 120,586.80</u>

This contract ("Contract") is made and entered effective _____, 2025 by and between **PUBLIC MANAGEMENT, INC.**, a Texas corporation, of Houston, Harris County, Texas ("Consultant") and the **CITY OF STEPHENVILLE**, ("Client") for the purpose of retaining Consultant to render **Application Preparation and Administration Services** to the Client for Texas Community Development Block Grant Program (TxDBG) – Downtown Revitalization/Mainstreet Program (DRP/MS Fund), administered by the Texas Department of Agriculture (TDA).

Client and Consultant agree that Consultant will provide services to Client on the terms and conditions outlined in this Contract.

I.

Consultant will provide Client with administrative services as follows:

PRE- FUNDING SERVICES:

Application Preparation: The Team will prepare the application as directed by the Client to apply for available funding sources adherent to the state and federal agencies guidelines. The Team will coordinate all activities and other service providers with regard to the preparation of the application, including, but not limited to:

- Review of proposed project for program compliance and will work with Client staff to provide an overview;
- Advise on important deadlines and procedures;
- Schedule project meetings with client staff to evaluate proposed project and timeframes.
- Prepare project description in conjunction with staff and project engineer;
- Evaluate project objective and develop timelines/milestones;
- Prepare project maps in ArcGIS and PDF format;
- Prepare necessary preliminary Environmental Compliance documentation;
- Conduct public hearings (as applicable) for application submission and attend Client meeting to address application development;
- Package complete application with all pertinent supplemental documentation for client to review prior to submission;
- Identify and document beneficiaries;
- Advise client on funding availability, anticipated scoring, selection and award process.

POST FUNDING SERVICES

GENERAL ADMINISTRATION SERVICES

Administrative Duties: The Team will coordinate, as necessary, between Client and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontract and/or administrative agency to effectuate the services requested.

- Oversee the project and achieve all of the project goals within the constraints given by the funding agency;
- Develop and implement project phases to plan, budget, oversee, and document all aspects of the specific project;
- Coordinate all activities related to the project's successful completion with all other professionals and organizations associated with this project.

Recordkeeping: The Team will assist the Client with maintaining all records generated by the program. This includes all records required by the funding agency and the Client (i.e. program management records).

- Complete filing system will be developed and maintained at Client's office;
- Both physical and electronic form of records will be developed and accessible;
- Records will be updated as necessary to ensure compliance with funding source and administrative agency;
- Records will be retained for the appropriate period of time as dictated by the funding agency, with electronic records available for perpetuity.

Financial Management: The Team will assist the Client in keeping the general journal, general ledger, cash receipts journal and all other necessary financial documents, as well as monitor the Client's financial system.

- Utilize and assist with the agency's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.;
- Request fund expenditure in-line with project milestones;
- Develop a detailed Contract Ledger;
- Establish a filing system that accurately and completely reflects the financial expenditures of the program and project(s).
- Keep track of disbursement of funds and ensure that the vendors are paid within the required timeframe set out by the funding agency.

Construction Management: The Team will coordinate and supervise the project to ensure designated activities are realizing the intended outcomes as stated in contract documents. We will oversee specialized contractors and other personnel and allocate necessary resources.

- Assist the Client in submitting/setting up project applications in the Agency's system of record;
- Coordinate the development, completion, and execution of contract documents to ensure supporting documentation is in order;
- Conduct regular on-site visitations and assessments;
- Development and maintenance of construction management status log;
- Recommendation and development of scope realignments as prescribed by the project's complexities.

CONTRACT ADMINISTRATION SERVICES

Administrative Duties: The Team will work with the Client's staff to provide the necessary administrative and planning services to see the project to completion. The Team will meet with officials on a regular basis to review progress on the objectives of the project and then take actions to see that those objectives are met.

- Act as the Client's liaison to the funding agency in all matters concerning the project;
- Coordinate communication via email, conference call, facsimile, and direct meetings to ensure the project is on schedule and all parties are properly informed;
- Prepare and submit any necessary reports required by the funding agency during the course of the project (i.e. Monthly/Quarterly Progress Reports, Project Monitoring Reports, Project Completion Reports, etc.);

- Provide Client staff specific instructions on the necessary administrative procedures that will assure a successful project;
- Establish and maintain record keeping systems;
- Assist with resolving monitoring and audit findings.

Real Property Acquisition (as applicable): The Team will assist the Client in the preliminary acquisition assessment as well as the development and/or coordination of acquisition of real property (real property in the context of acquisition refers to permanent interest in real property as well as certain less-than-full-fee interests in real property).

- Adherence to the Uniform Act (URA) which guides the acquisition of real property that may be necessary to the needs of the project;
- ***If it is determined that property needs to be acquired, Public Management, Inc. will perform the following services according to the URA for an additional fee.***
- Development and maintenance of appropriate file materials to ensure compliance with federal, state, and program requirements;
- Administrative coordination of parcels, values, correspondence;
- Coordinate property appraisals and determine just compensation;
- Ensure easement/right of way boundaries are in line with proposed project and survey;
- Completion and/or file closure of acquired property.

Environmental Services: The Team will prepare all documents and correspondence for environmental review and clearance as well as maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed. This project element will abide by the National Environmental Policy Act (NEPA) or any other Federal, State or local regulation as applicable.

- Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;
- Prepare and maintain a written environmental review record;
- Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;
- Conduct site-visits as necessary to ensure environmental compliance;
- Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;
- Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43;
- Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;
- Assist in compliance with flood plain and wetlands management review guidelines;
- ***Not included in this service are archeological, engineering, or other special service costs mandated by environmental review record compliance agencies.***

Civil Rights Requirements: The Team will structure the program so that all procurement procedures, contracts, and policies will be in accordance with state and federal regulations associated thereto. Ensure that the contractors make affirmative efforts to employ Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises.

- Set up Civil Rights & Citizen Participation File;
- Designate a Civil Rights Officer (CRO);
- Adopt policies and grievance procedures regarding Citizen Participation;
- Adopt Policies and Pass Resolution/Proclamation/Ordinances regarding Civil Rights;
- Publish Citizen Participation and Civil Rights Notices;
- Place necessary documentation in Bid Packets for Contractors;
- Include required clauses in Construction Contracts between Grant Recipient and Contractor;
- Take action to Affirmatively Further Fair Housing;
- The Team will be diligent and consistent in implementing the project's civil rights responsibilities and will undertake further action and reporting requirements.

Procurement/Bidding/Contracting: Procurement is the process through which an entity obtains goods and services from vendors. The Team will assist the Client in following appropriate procurement procedures to obtain professional and construction services necessary to complete the project.

- Provide assistance to ensure compliance with Local Government Code Chapter 252 as applicable to goods and services;
- Provide assistance to ensure compliance with 2 CFR 200.320 (Methods of Procurement to be Followed).

Labor Standards Monitoring: The Team will ensure that all labor standards laws and regulations are observed during the course of the project. The Team will structure the program so that all procurement procedures and contracts will meet equal opportunity requirements. The Team will also ensure that the contractors make affirmative efforts to employ minority persons and minority subcontractors. Ensure compliance with laws regarding Labor Standards, which include:

- Davis-Bacon Act (40 USC Chapter 31, Subchapter IV);
- Contract Work Hours & Safety Standards Act (CWHSSA);
- Copeland (Anti-Kickback) Act (18 USC 874; 40 USC 3145);
- Fair Labor Standards Act.

Force Account (as applicable): The Team will assist the Client in preparing force account documentation for the project, if necessary, and will consolidate this information for suitable presentation to funding agency. ***Public Management, Inc. may consider an additional fee for these services depending upon the scope of Force Account activities.***

- Develop and maintain documentation of all associated costs;
- Using appropriate recordkeeping forms required by funding agency;
- Submit documentation upon completion of necessary milestones.

Contract Close-out Assistance: The Team will prepare any necessary reports required by the funding agency to close out the project. The Team will work with the Client in preparing the annual audits and necessary actions to ensure the project reaches the "Administratively Closed" status.

- Ensure projects outcomes are in line with contract documents and funding agency's goals and objectives;
- Ensure project beneficiaries are appropriately documented and reported;
- Develop, complete, and submit project completion report(s) and any other necessary administrative completion documents.

It is specifically agreed and understood that Consultant will not provide either personally or by contract any professional or technical services requiring a license by the State of Texas in any phase or aspect of the foregoing. Rather, Consultant will advise Client of the need of such services in furtherance of the planned objectives of Client's Program.

Client acknowledges that Consultant is providing Administrative Services only to Client and that Consultant is not responsible for any procurement activities for or on behalf of the Client. That is, Client, not Consultant, will advertise for and procure the services of any third party required to fulfill Program requirements. By way of example only, Client, not Consultant, must timely and properly post any advertisements necessary to fulfill Program requirements and Client, not Consultant, will enter into any required contracts with third parties necessary to fulfill Program requirements.

Client Initials _____

Consultant Initials _____

II.

Consultant hereby agrees that in the implementation of this Contract, Consultant will comply with the terms and conditions of **Attachment III**, which document is attached hereto and incorporated herein for all purposes, as if set out herein verbatim.

III.

Client is awarding this contract in accordance with the State of Texas Government Code 2254, Professional and Consulting Services.

IV.

It is agreed by the parties hereto that Consultant will, in the discharge of services herein, be considered as an Independent Contractor as that term is used and understood under the laws of the State of Texas and further for the purposes of governing Consultant's fees under the Procurement Standards of Title 2 CFR Part 200.

V.

For work associated to the **Texas Community Development Block Grant Program (TxCDBG)** and in consideration of the foregoing, Client agrees to pay Consultant a fee not to exceed **ZERO DOLLARS (\$0.00)** for **Application Preparation Services**.

For work associated to **Texas Community Development Block Grant Program (TxCDBG)** and in consideration of the foregoing, Client agrees to pay Consultant a fee of 6.00% of the grant request amount not to exceed **Sixty Thousand Dollars and Zero Cents (\$60,000.00)** for **Administrative Services**.

The proposed fee is based on the submission and award of an application that requests the maximum grant funds allowable (\$1,000,000.00). Final administration fee will be the lesser of 6.00% of the request amount or \$60,000.

VI.

It is agreed that upon determination of total funding request amount Consultant and Client will execute the **Work Authorization (Attachment I)** that will detail final contract amount and cost for services. It is also agreed that payments to such Consultant shall be subject to adjustment where monitoring reviews or audits by the agency indicate that personal services were compensated at greater than reasonable rates.

Services that fall outside the regular scope and/or are not part of the proposed scope will be billed according to the hourly rate and fee schedule defined in **Corporate Hourly Rate and Fee Schedule (Attachment II)**. *Prior to Consultant performing any services which are not part of the proposed scope, Consultant shall submit to Client, per paragraph of this contract, a projected hourly schedule and projected total fee for approval.*

VII.

Payment of the fees associated with (“**Part V. and VI.**”) - Payment Schedule of this Agreement – shall be contingent upon funding award. In the event that grant funds are not awarded to the Client this agreement shall be terminated by the Client.

VIII.

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

IX.

This Contract shall extend and be in full force until the Program has been fully closed out by the agency. Notwithstanding the foregoing, this Contract may be terminated by Consultant, with or without cause, on forty-five (45) days’ written notice to Client.

X.

Termination for Cause by Client: If Consultant fails to fulfill in a timely and proper manner its obligations under this Contract, or if Consultant violates any of the covenants, conditions, contracts, or stipulations of this Contract, Client shall have the right to terminate this Contract by giving written notice to Consultant of such termination and specifying the effective date thereof, which shall be at least five (5) days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Consultant pursuant to this Contract shall, at the option of Client, be turned over to Client and become the property of Client. In the event of termination for cause, Consultant shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Termination for Convenience by Client: Client may at any time and for any reason terminate Consultant's services and work at Client's convenience upon providing written notice to the Consultant specifying the extent of termination and the effective date. Upon receipt of such notice, Consultant shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. Upon such termination, Consultant shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Consultant as are permitted by the prime contract and approved by Client; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Consultant prior to the date of the termination of this Agreement. Consultant shall not be entitled to any claim or claim of lien against Client for any additional compensation or damages in the event of such termination and payment.

Resolution of Program Non-Compliance and Disallowed Costs: In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or Program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within thirty (30) days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within thirty (30) days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Contract and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within sixty (60) days of the initiation of that procedure, either party may proceed to file suit.

XI.

Client, the agency, the U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of Consultant which are directly pertinent to this Program, for the purpose of making audit, examination, excerpts, and transcriptions, and to close out the Client's contract. Consultant agrees hereby to maintain all records made in connection with the Program for a period of three (3) years after Client makes final payment and all other pending matters are closed. All subcontracts of Consultant shall contain a provision that Client, the agency, and the Texas State Auditor's Office, or any successor agency or representative, shall have access to all books, documents, papers and records relating to subcontractor's contract with Consultant for the administration, construction, engineering or implementation of the Program between the agency and Client.

XII.

If, by reason of force majeure, either party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Contract, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "force majeure" as employed herein shall mean acts of God, acts of public enemy, orders of any governmental entity of the United States or of the State of Texas, or any civil or military authority, and any other cause not reasonably within the control of the party claiming such inability.

XIII.

This document embodies the entire Contract between Consultant and Client. Client may, from time to time, request changes in the services Consultant will perform under this Contract. Such changes, including any increase or decrease in the amount of Consultant's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Contract.

XIV.

If a portion of this Contract is illegal or is declared illegal, the validity of the remainder and balance of the Contract will not be affected thereby.

XV.

Any provision of this Contract which imposes upon Consultant or Client an obligation after termination or expiration of this Contract will survive termination or expiration of this Contract and be binding on Consultant or Client.

XVI.

No waiver of any provision of this Contract will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

XVII.

This Contract will be governed by and construed in accordance with the laws of the State of Texas.

XVIII.

Any dispute between Consultant and Client related to this contract which is not resolved through informal discussion will be submitted to a mutually agreeable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

XIX.

The party who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney fees and all costs of such proceeding.

XX.

Consultant and Client, each after consultation with an attorney of its own selection (which counsel was not directly or indirectly identified, suggested, or selected by the other party), both voluntarily waive a trial by jury of any issue arising in an action or proceeding between the parties or their successors, under or connected with this contract or its provisions. Consultant and Client acknowledge to each other that Consultant and Client are not in significantly disparate bargaining positions.



PATRICK K. WILTSHIRE
President/CEO

Client

Chief Elected Official

ATTEST:

**Attachment I
Work Authorization**

For work associated to City of Stephenville Contract No. XXXXX-XXXX and in consideration of the foregoing, Client agrees to pay Consultant a fee not to exceed:

Sixty Thousand Dollars and Zero Cents (\$60,000.00)

The fees are payable upon receipt of invoice from Consultant in accordance with the following schedule for Administrative Services.

<u>ADMINISTRATIVE SERVICES</u>		
Preliminary Administrative Requirements	25%	\$15,000.00
Environmental Review	25%	\$15,000.00
Start of Construction	20%	\$12,000.00
Construction Completion	20%	\$12,000.00
Closeout Documents	10%	\$6,000.00
TOTAL FEE		\$60,000.00

It is also agreed that payments to such Consultant shall be subject to adjustment where monitoring reviews or audits by the client indicate that personal services were compensated at greater than reasonable rates.

PATRICK K. WILTSHIRE
President/CEO

Chief Elected Official

ATTEST:

Attachment II
Corporate Hourly Rate & Fee Schedule

PUBLIC MANAGEMENT, INC.
2025 Hourly Rate

Principal Consultant	\$275.00/HR
Senior Consultant	\$250.00/HR
Senior Project Manager	\$225.00/HR
Environmental Specialist	\$200.00/HR
Project Manager	\$200.00/HR
Planner	\$200.00/HR
GIS Manager	\$200.00/HR
GIS Technician	\$185.00/HR
Assistant Project Manager/Planner	\$170.00/HR
Compliance Specialist	\$150.00/HR
Executive Assistant	\$125.00/HR

Hourly rates for personnel not listed will be billed at direct payroll cost

REIMBURSABLE EXPENSES

- Travel (vehicle miles traveled) at allowable IRS rate per mile, or at actual out-of-pocket cost.
- Actual cost of subsistence and lodging.
- Actual cost of long-distance telephone calls, expenses, charges, delivery charges, and postage.
- Actual invoiced cost of materials required for the job and used in drafting and allied activities, including printing and reproduction.

This rate schedule will be applicable through December 31, 2025. In January, 2026, if increases are necessary due to increases in wages or other salary related costs, the rates shown will be adjusted accordingly.

ATTACHMENT III
TERMS AND CONDITIONS

I.

Equal Employment Opportunity

During the performance of this Contract, Consultant agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

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

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

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

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

purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant

agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.

(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015]

II.

Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

III.

Section 109 of the Housing and Community Development Act of 1974

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

IV.

Section 504 Rehabilitation Act of 1973, as Amended

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including

discrimination in employment, under any program or activity receiving federal financial assistance.

V.

Age Discrimination Act of 1975

The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

VI.

Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

a) The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b) The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

c) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

d) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR

part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 75. Minimum expectations of effort to direct employment opportunities to such workers are identified in the TxCDBG Project Implementation Manual.

e) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

VII.

Section 503 of the Rehabilitation Act (the "Act") - Handicapped Affirmative Action for Handicapped Workers

a) Consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Consultant agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b) Consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c) In the event of Consultant's non-compliance with requirements of this clause, actions for non-compliance may be taken in accordance with rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d) Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

e) Consultant will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f) Consultant will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary Issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

VIII.

Interest of Members of Client

No member of the governing body of Client and no other officer, employee, or agent of Client who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract and Consultant shall take reasonably appropriate steps to assure compliance.

IX.

Interest of Other Local Public Officials

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connections with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract; and Consultant shall take appropriate steps to assure compliance.

X.

Interest of Consultant and Employees

Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

XI.

Debarment and Suspension (Executive Orders 12549 and 12689)

The Consultant certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689

(1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Consultant. The

Consultant understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

XII.

Copyrights and Rights in Data

FEMA has no regulations pertaining to copyrights or rights in data as provided in 24 CFR 85.36. FEMA requirements, Article 45 of the General Conditions to the Contract for Construction (form FEMA-5370) requires that contractors pay all royalties and license fees.

All drawings and specifications prepared by the Design Professional pursuant to this contract will identify any applicable patents to enable the general contractor to fulfill the requirements of the construction contract.

XIII.

Clean Air and Water.

(Applicable to contracts in excess of \$150,000)

Due to 24 CFR 85.36(i)(12) and federal law, the Design Professional shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), on all contracts, subcontracts, and sub grants of amounts in excess of \$100,000.

XIV.

Energy Efficiency

Pursuant to Federal regulations (24 C.F.R 85.36(i)(13)) and Federal law, except when working on an Indian housing authority Project on an Indian reservation, the Design Professional shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 U.S.C.A. § 6321 et. seq.).

XV.

Retention and Inspection of Records

Pursuant to 24 CFR 85.26(i)(10) and (11), access shall be given by the Design Professional to the Owner, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the Design Professional which are directly pertinent to that specific Contract for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after the Owner or Design Professional and other sub grantees make final payments and all other pending matters are closed.

Public Works

STAFF REPORT



SUBJECT: TxCDBG Downtown Revitalization Program Application
MEETING: Public Works Committee Meeting – 18 MAR 2025
DEPARTMENT: Public Works
STAFF CONTACT: Nick Williams

RECOMMENDATION:

Staff recommends the selection of Public Management, Inc. to assist the City of Stephenville with the application and, if awarded and accepted, the administrative services for the 2025-2026 Texas Community Development Block Grant (TXCDBG) Downtown Revitalization / Main Street Program operated by the Texas Department of Agriculture (TDA).

BACKGROUND:

Staff proactively issued a Request for Qualifications (RFQ) to assist the City of Stephenville in the administration and implementation of a TxCDBG Downtown Revitalization project. Eligible activities include sidewalk rehabilitation, street reconstruction, street drainage improvements, and water/sewer improvements in support of the Downtown District.

The RFQ was advertised on February 13, 2025, and responses are due by February 27, 2025. The deadline for adopting a resolution and submittal of the application is April 3, 2025.

A review committee was formed to evaluate qualifications based on the criteria outlined in the RFQ. Selection criteria included: Work Experience, Work Performance, and Capacity to Perform related to TxCDBG Downtown Revitalization projects, as well as Cost-Effectiveness.

The review committee evaluated, scored, and ranked each submission and recommends Public Management, Inc.

On March 4, 2025 Resolution 2025-R-05 was approved formalizing the city's intent to apply for the grant with city contribution of \$50,000 in order to maximize scoring for the \$1,000,000 grant.

FISCAL IMPACT SUMMARY:

This year, the maximum available award amount from the TDA for Downtown Revitalization is \$1,000,000.00.

If the city is not awarded or does not accept a grant, there are no fees to pay the grant administrator.

If the city is awarded and accepts the grant, the grant administrator's fee is paid from the awarded grant amount, up to \$60,000 or 6% of the total grant funds requested, whichever is less.

ALTERNATIVES:

The city could decline to participate in the grant program.

ATTACHMENTS:

[Rating Sheet Summary](#)

A copy of the signed evaluation criteria score sheet is attached to this memo.

[Agreement with Public Management, Inc.](#)

A copy of the proposed administrative services agreement with Public Management, Inc. is attached to this memo.

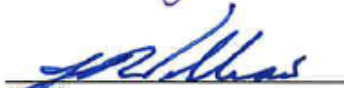
**2025 TxCDBG Downtown Main Street Grant Program
RFP for Administration/Professional Services
for Application and Contract Implementation Services
Request for Qualifications Rating Sheet Summary**

Date of Rating: 02/27/2025

Firm	Office Location	Past Experience (30%)	Work Performance (30%)	Capacity to Perform (20%)	Proposed Cost (20%)	Ranking Total	No. Rank
Langford Community Management Services	Liberty Hill, TX	27	30	13	14	83	2
Public Management	Cleveland, TX	30	29	20	14	92	1
JET Development	Denton, TX	16	28	10	20	73	3

Evaluator's Name, Title, and Signature:


Michael Shelton, P.E. - City Engineer


Jack Williams, P.E. - Director of Public Works


Barbara Horton, P.E. - Assistant Director of Public Works


Alan Nix, Public Works Committee Chair - Council Place 8

MASTER CONTRACT FOR PROFESSIONAL SERVICES

CONTRACT DATE: _____, 20____

CLIENT: City of Stephenville

PROJECT NAME: West Tarleton Street Sidewalk and Lighting Improvements

PROJECT LOCATION: Erath County

JM PROJECT NUMBER: 25125

This **CONTRACT** is made and entered into on the ____ day of _____, 20____, by and between City of Stephenville, whose address is 298 W. Washington St., Stephenville, TX 76401, hereinafter called **CLIENT**, and Jacob & Martin, LLC, whose address is 3465 Curry Lane, Abilene, Texas 79606, hereinafter called **JM**. The **CLIENT** engages **JM** to perform professional services for the Project described above.

SECTION I - SERVICES

- A. **JM** shall provide professional services as described in **ATTACHMENT “A”**.
- B. **JM** has assigned Tristan King, P.E. as the Project Manager for this **CONTRACT** described above.
- C. **JM** will serve as **CLIENT**’s professional engineering representative in those phases of the Project to which this **CONTRACT** applies and will give consultation and advice to **CLIENT** during the performance of **JM**’s services.

SECTION II - COMPENSATION

- A. The method of payment by **CLIENT** to **JM** for services provided under this **CONTRACT** shall be:

<u>Fee Type</u>	<u>Total Amount</u>
Lump Sum	\$50,000
Hourly, Not to Exceed	\$43,500
TOTAL CONTRACT AMOUNT	\$93,500

The terms, amount and frequency of monthly and/or periodic billing shall be set forth in **ATTACHMENT “A”**. Hourly rates shall be as described in **ATTACHMENT “B”**. The **JM Hourly Rate Schedule** in effect at the time the work is performed shall be used and when a new **JM Hourly Rate Schedule** is published, a copy of the new schedule will be furnished to the client and shall supersede the previous **JM Hourly Rate Schedule** as **ATTACHMENT “B”- REVISED**. For multiple project services or phases, a breakdown of individual costs and associated scope will be provided in **ATTACHMENT “A”**.

The **ATTACHMENT “B”** Schedule of Rates will be adjusted annually on January 1st to reflect equitable changes in the compensation payable to Engineer, reimbursable expenses, and IRS directed mileage rates.

- B. For and in consideration of the Basic Services to be rendered by **JM**, the **CLIENT** shall pay, and **JM** shall receive compensation hereinafter set forth for the project. All remittances by the **CLIENT** of such compensation shall either be mailed or delivered to **JM**’s office in Abilene, Taylor County, Texas.
 - 1. Payment for the services under the Project listed in the **ATTACHMENT “A”** “Scope of Work” of this Agreement and as set forth herein shall be paid as billed and in accordance with the compensation and financial requirements as set forth in **ATTACHMENT “A”**.
- C. Additional Services listed in **ATTACHMENT “A”** shall be paid by the Hour and Expense per **ATTACHMENT “B”**.

SECTION III - CLIENT'S RESPONSIBILITIES

- A. The **CLIENT** shall designate a Project Manager during the term of this **CONTRACT**. The **CLIENT**'s project manager has the authority to administer this **CONTRACT** and shall monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by the **CLIENT** on any aspect of the work shall be directed to the **CLIENT**'s project manager.
- B. The **CLIENT** shall review submittals by **JM** and provide prompt response to questions and rendering of decisions pertaining thereto to minimize delay in the progress of **JM**'s work. The **CLIENT** will keep **JM** advised concerning the progress of the **CLIENT**'s review of the work. Delays in response by the Project Manager greater than **5 days** shall automatically extend by a like number of days any timelines or completion deadlines as set forth in **ATTACHMENT "A"**
- C. The **CLIENT** shall provide full requirements for the Project.
- D. **CLIENT** shall assist **JM** by placing at **JM**'s disposal all available information pertinent to the Project, including previous reports and any other data relative to the Project's design and construction.
- E. **CLIENT** shall furnish **JM** property, boundary, right-of-way, topographic and utility surveys; core borings, probings and subsurface exploration; hydrographic surveys, laboratory tests and inspections of samples and materials in **CLIENT**'s possession or to which **CLIENT** has reasonable access, all of which **JM** may rely on in providing the services described on **ATTACHMENT "A"**.
- F. **CLIENT** will guarantee access and make all provisions for **JM** to enter onto public and private lands as required for **JM** to perform work under this **CONTRACT**.
- G. Unless included in **JM**'s services as described on **ATTACHMENT "A"**, **CLIENT** shall advertise for proposals from bidders, open the proposals at the appointed time and place, and pay for all incidental costs related hereto.
- H. **CLIENT** will provide any legal, accounting and insurance counseling services required for the Project. **CLIENT** shall provide such insurance or may be required on **ATTACHMENT "C"**, which insurance shall include **JM** as an additional insured and be written with companies authorized to do business in the State of Texas and reasonably approved by **JM**.
- I. **CLIENT** will designate in writing its Project Manager as a person to act as **CLIENT**'s representative with respect to the work to be performed under this **CONTRACT** who will have complete authority to transmit instructions, receive information and interpret and define **CLIENT**'s policies and decisions with respect to materials, equipment, elements and systems pertinent to the services provided by **JM** pursuant to this **CONTRACT**. The decision and directions given by the Project Manager shall be binding on **CLIENT** and **JM** shall have the right to rely on such decision and directions in performing work and services hereunder.
- J. **CLIENT** shall give prompt written notice to **JM** whenever **CLIENT** observes or otherwise becomes aware of any defect in the Project.
- K. Unless included in **JM**'s services as described in **ATTACHMENT "A"**, **CLIENT** shall obtain approval of all governmental authorities having jurisdiction over the Project and obtain approvals and consents from other individuals or bodies as may be necessary for completion of the Project. Delays in obtaining approval beyond those time frames specified in **ATTACHMENT "A"** or as would otherwise be reasonably anticipated shall automatically extend by a like period of time, any timeline or completion deadlines as set out in **ATTACHMENT "A"**.
- L. If the Project involves more than one general contract, or separate construction contracts for different building trades or separate equipment contracts, **CLIENT** will ensure that the general conditions of all contracts are substantially identical and consistent with the terms hereof in all material respects.
- M. When required, **CLIENT** shall provide title searches, legal descriptions, detailed ALTA surveys and environmental assessments to the extent necessary for **CLIENT** to proceed with the Project.

SECTION IV – JM’S RESPONSIBILITY

- A. **JM** shall diligently and competently render engineering services which shall be reasonably necessary or advisable for the expeditious, economical and sound design of that portion of the Project included in **ATTACHMENT “A”** hereto and for such other preparatory work as is necessary to place such portion of the Project in service, except where such duties are excluded from the terms of this **CONTRACT**.
- B. **JM** shall take out and maintain through the contract period minimum insurance as set forth on **ATTACHMENT “C”**.
- C. **JM** shall prepare in collaboration with **CLIENT**, a work in progress report schedule.
- D. **JM** shall prepare, pursuant to the attachments to this **CONTRACT**, complete and detailed plans and specifications, drawings, maps and other documents as required for the construction of the Project (all of the foregoing being herein sometimes collectively called the “Plans and Specifications”).
- E. All Plans and Specifications and other documents required to be prepared or submitted by **JM** under this **CONTRACT** shall conform to industry standards generally acceptable on the date of this **CONTRACT**.
- F. **JM** shall provide **CLIENT** a complete and detailed copy of Plans and Specifications, prepared for construction, for the scope of the Project included in **ATTACHMENT “A”** within 140 calendar days from the executed date of this **CONTRACT**. Project completion is based on the “Project Services Schedule” as listed in **ATTACHMENT “A”**. **JM** and **CLIENT** hereby agree to abide by the “Project Services Schedule” included in **ATTACHMENT “A”** with associated provisions for delays as described herein and in **ATTACHMENT “A”**.

SECTION V – TERMS AND CONDITIONS

- A. This **CONTRACT** shall be governed by the laws of the State of Texas.
- B. All reports, plans, specifications, computer files and other documents prepared by **JM** as instruments of service shall remain the property of **JM**. **JM** shall retain all common law, statutory and other reserved rights including copyrights.
- C. The obligations and duties to be performed by **JM** under this **CONTRACT** shall be performed by persons qualified to perform such duties efficiently. **JM** may, at its option, replace any engineer or other person employed by **JM** in connection with the Project. The term “engineer” as used in this **CONTRACT** shall mean a person properly trained and experienced to perform the services required under the terms of this **CONTRACT** and does not mean that the person performing those duties must be a licensed or a registered professional engineer.
- D. **JM** shall comply with all applicable statutes pertaining to engineering and warrants that, as may be required by law or applicable regulations, a professional engineer shall possess a license issued to him or her by the State of Texas, and that such license has not been revoked or suspended and is in full force and effect on the date of this **CONTRACT**.
- E. Prior to the time when any payment shall be made to **JM** pursuant to this **CONTRACT**, **JM**, if requested by the **CLIENT**, shall furnish to the **CLIENT**, as a condition precedent to such payment, a certificate to the effect that all salaries or wages earned by the employees of **JM** in connection with the Project have been fully paid by **JM** up to and including a date not more than thirty (30) days prior to the date of such invoice. Before the time when the final payment provided to be made pursuant to this **CONTRACT** shall be made to **JM** by **CLIENT**, **JM** shall also furnish to **CLIENT** as a condition precedent to such payment, a certificate that all of the employees of **JM** have been paid by it for services rendered by them in connection with the Project and that all other obligations which might become a lien upon the Project have been paid.
- F. **CLIENT** shall have the right, upon reasonable notice, to inspect and audit all payrolls, records and accounts of **JM** relevant to the work for the purposes of this **CONTRACT** and **JM** agrees to provide all reasonable facilities necessary for such inspection and audit.
- G. Compensation payable to **JM** under any of the attachments to this **CONTRACT** shall be in addition to taxes or levies (excluding federal, state and local income taxes), which may be assessed against **JM** by the state or political subdivision directly on services performed or payments for services performed by **JM** pursuant to this **CONTRACT**. Such taxes or levies, which **JM** may be required to collect or pay, shall in turn, be added by **JM** to invoices submitted

to **CLIENT** pursuant to this **CONTRACT**.

- H. Interest at the rate of twelve percent (12%) per annum shall be paid by **CLIENT** to **JM** on any unpaid balance due **JM** commencing forty-five (45) days after the due date, provided that the delay in payment beyond the due date shall not have been caused by any condition within the control of **JM**. Such compensation shall be paid ten (10) days after the amount of the interest has been determined. All amounts received by **JM** shall be applied first to accrued unpaid interest and then to outstanding invoices for services and associated expenses.
- I. The obligations of **JM** under this **CONTRACT** shall not be assigned without the approval in writing of **CLIENT**.
- J. If, after execution of this **CONTRACT**, a service not listed on **ATTACHMENT "A"** is added to this **CONTRACT**, an amendment to this **CONTRACT** will be required, such amendment to be in writing signed by the parties hereto.
- K. **JM** shall hold **CLIENT** and **CLIENT's** employees, agents, officers and directors harmless from any and all claims for injuries to persons or damage to property happening by reason of any gross negligence, material default or intentional misconduct on the part of **JM**, its agents, servants or employees during the performance of this **CONTRACT**. This indemnity shall include, but not be limited to, all expenses of litigation, court costs and reasonable attorney's fees. **CLIENT** shall hold **JM** and **JM's** employees, agents, officers and directors harmless from any and all claims for injuries to persons or for damage to property happening by reason of any gross negligence, material default or intentional misconduct on the part of the **CLIENT**, his or its agents, servants, or employees during the performance of this **CONTRACT**. This indemnity shall include, but not be limited to, all expenses of litigation, court costs and reasonable attorney's fees. In no event will **JM** be liable for consequential damages, including loss of profits, loss of investment or other incidental damages incurred from **CLIENT's** investment based on the scope of work to be performed by **JM** under this **CONTRACT**. **JM's** total liability for work performed shall never exceed the amount paid by **CLIENT** for services performed under this **CONTRACT**.
- L. If the performance of the **CONTRACT**, or of any obligation hereunder is prevented, restricted or interfered with by reason of fires, breakdown of plant, labor disputes, embargoes, government ordinances or requirements, civil or military authorities, acts of God or the public enemy, acts or omissions of carriers, or other causes beyond the reasonable control of the party whose performance is affected, then the party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-for-day basis to the extent of such prevention, restriction or interference (and the other party shall likewise be excused from performance of its obligations on the day-for-day basis to the extent such party's obligations relate to the performance so prevented, restricted or interfered with); provided that the party so affected shall use its best efforts to avoid or remove such causes.
- M. Liquidated Damages – Failure to meet the timelines for completion of the work identified in the project scope will result in liquidated damages of \$50.00 per consecutive calendar day until the work identified in **ATTACHMENT "A"** "Scope of Work" is submitted. Liquidated damages are only applicable to items under the control of **JM** and will not be enforced due to circumstances out of the control of **JM**.
- N. Except for claims or causes of action related to or arising from, the failure of **CLIENT** to pay the fees and compensation as provided hereunder, **CLIENT** and **JM** agree to submit to binding arbitration as a required resolution of any disputes arising under this **CONTRACT**. **JM** and **CLIENT** agree that, prior to submission to binding arbitration, any disputes arising under this **CONTRACT** shall first be submitted to non-binding mediation.
- O. **CLIENT** and **JM** acknowledge and agree that each party has invested significant time and resources in the recruitment and training of its employees. Therefore, to the extent permitted by applicable law, both parties agree that during the term of this **CONTRACT**, and for one (1) year thereafter, neither party will directly or indirectly solicit or seek to employ the employees of the other party except by mutual agreement of **CLIENT** and **JM**.
- P. On occasion, **JM** engages the specialized services of individual consultants or other companies to participate in a project. When considered necessary, these firms or other consultants will be used with **CLIENT's** approval. Such specialists will be wholly responsible for their work product. Alternatively, at **CLIENT's** request, **JM** will recommend contractor(s) or specialist(s) for **CLIENT** to enter into direct contract(s) with. In that event, invoices for these outside services will be mailed to **CLIENT** for direct payment to the contractor(s). **JM** review and approval of each invoice will be provided on request. Under either alternative, **JM** does not guarantee and is not responsible for the performance of the contractor(s) or the accuracy of their results.

- Q. In the course of work, **JM** may take custody of and transport soil and/or water samples from **CLIENT**'s site. Upon the completion of evaluation and/or testing of such samples, **JM** reserves the right to return the samples to **CLIENT** at **CLIENT**'s expense, and **CLIENT** agrees to accept such samples and the responsibility for their proper and legal disposal.
- R. **CLIENT** will furnish right-of-entry on the site for **JM** to conduct the work. **JM** will take reasonable precautions to minimize damage to the land from use of equipment but has not included in the fee the cost for restoration of damage that may result from site operations.
- S. Reasonable care will be exercised in locating subsurface structures in the vicinity of proposed subsurface explorations. This will include contact with the local agency coordinating subsurface utility information (i.e., "Call Before You Dig" service) and a review of plans provided by **CLIENT** for the site to be investigated. **JM** shall rely upon any information provided by **CLIENT** or **CLIENT**'s agent or representative. If the locations of underground structures are not known accurately or cannot be confirmed, then there will be a degree of risk to **CLIENT** associated with conducting the work. In the absence of confirmed underground structure locations, **CLIENT** agrees to accept the risk of damage and possible costs associated with repair and restoration of damage resulting from the exploration work and further agrees that **JM** shall not be liable for any such damages and/or costs. In accepting our proposal for services, **CLIENT** acknowledges the inherent risks associated with any subsurface investigation. In performing professional services, **JM** will use that degree of care and skill ordinarily exercised under similar circumstances by members of the profession practicing in the same or similar localities. **JM** makes no express or implied warranty beyond our commitment to conform to this standard of professional practice.

SECTION VI – TESTS AND INSPECTIONS

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections to the Site to check the quality or quantity of the Work. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. _____ **If initialed, CLIENT** has elected to engage JM to provide a "Resident Project Representative" as described in **ATTACHMENT "D"** to monitor the quality of all work to be performed by various contractors and subcontractors providing services and materials for the Project.
- E. _____ **If initialed, CLIENT** has elected to engage JM to provide construction materials testing as described in **ATTACHMENT "A"** to test the quality of all work to be performed by various contractors and subcontractors providing construction materials for the Project.
- F. If **CLIENT** does not select and initial Item D and E above, **CLIENT** will be deemed to have elected to assume the responsibilities of the "Resident Project Representative" as described in **ATTACHMENT "D"** and construction materials testing as described in **ATTACHMENT "A"** and shall be solely responsible for monitoring the quality of all work to be performed by various contractors and subcontractors providing services and materials for the Project. **CLIENT** further assumes sole responsibility to arrange for or conduct any necessary or required testing or inspections which may be advisable to ensure that the work performed, and materials provided by any contractors or subcontractors are properly and timely performed and are in accordance with the Project's plans, specifications and project documents.

SECTION VII – RESPONSIBILITIES

Except as expressly provided elsewhere in this **CONTRACT**, **JM**'s work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. **JM** shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare unless the scope of work set out on **ATTACHMENT "A"** hereto includes construction site inspection services. **JM**'s work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the **CONTRACT** documents.

SECTION VIII – WARRANTY

- A. **JM**'s services will be performed, its findings obtained, and its reports prepared in accordance with the scope of work as described in **ATTACHMENT "A"** hereto. In performing its professional services, **JM** will use that degree of care and skill ordinarily exercised under the same or similar circumstances for services of this type. **CLIENT** recognizes that conditions may vary from those observed at specific locations where borings, surveys or other site explorations are made, and that site conditions may change over time. This warranty is in lieu of all other warranties or representations, either express or implied. The warranty granted hereunder shall be limited to one (1) year from the date of completion of the Project and such warranty shall only extend to the services provided by **JM** and shall not cover the workmanship and materials used by any subcontractors or any equipment manufactured by any third party.
- B. If **JM** or any of its employees, officers or agents be found to have been negligent in the performance of its work or to have made and breached any express or implied warranty, representation or contract, **CLIENT**, all parties claiming through **CLIENT** and all parties claiming to have in any way relied upon **JM**'s work must bring any actions arising from the same in the State of Texas in a court of competent jurisdiction. Venue for any action brought pursuant to this paragraph shall lie in Taylor County, Texas.
- C. The foregoing notwithstanding, **JM** shall not be liable for consequential and/or exemplary damages. No action or claim, whether in tort, contract or otherwise, may be brought against **JM**, arising from or related to this **CONTRACT** after the expiration date under the statute of limitations provided for such action under Texas law.

SECTION IX - TERMINATION

Either party to this **CONTRACT** may terminate the **CONTRACT** by giving to the other party ten (10) days written notice. Upon delivery of this notice by the **CLIENT** to **JM**, and upon expiration of the ten (10) day period, **JM** shall discontinue all services in connection with the performance of this **CONTRACT** and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this **CONTRACT**. As soon as practical after the receipt of a notice of termination, **JM** shall submit a statement showing in detail the services performed under this **CONTRACT** to the date of termination. **CLIENT** shall then pay **JM** to the date of termination. **CLIENT** shall then pay **JM** promptly that proportion of the prescribed charges which the services actually performed bear to the total services called for under this **CONTRACT**, less payments on account which have been previously made. Copies of all completed or partially completed designs, plans and specifications prepared under this **CONTRACT** shall be delivered to **CLIENT** when and if this **CONTRACT** is terminated.

SECTION X - NOTICES

All notices required by this **CONTRACT** shall be sent by United States Postal Service, Federal Express or hand delivery to the addresses on Page 1 of this **CONTRACT**.

SECTION XI – CONFLICT OF INTEREST

JM agrees to disclose any financial or economic interest in or with the Project Property, or any property affected by the Project, existing prior to the execution of this **CONTRACT**. Further, **JM** agrees to disclose any financial or economic interest in or with the Project Property, or any property affected by the Project, if **JM** gains such interest during the course of this **CONTRACT**. If **JM** gains financial or economic interest in the Project Property during the course of this **CONTRACT**, **CLIENT** may in its sole discretion, terminate this **CONTRACT**. **JM** shall not engage the services of any present or former employee of **CLIENT** who was involved as a decision-maker in the selection or approval processes, or who negotiated or approved billings or contract modifications for this **CONTRACT**. **JM** agrees that it will not perform services on this Project for the general contractor, any subcontractor or any supplier of or for this Project. **JM** will not negotiate or make any agreement with the contractor, any subcontractor or any supplier with regard to any of the work under this Project or any services, equipment or facilities to be used on this Project.

SECTION XII – COVENANT AGAINST CONTINGENT FEES

JM affirms that it has not employed or retained any company or person, other than a bona fide employee working for **JM**, to solicit or secure this **CONTRACT**, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this **CONTRACT**. For a breach or violation of this section, **CLIENT** may terminate this **CONTRACT** without liability, or in its discretion may deduct from the **CONTRACT** a price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

SECTION XIII – ADDITIONAL SERVICES

Additional services which are outside the scope of **ATTACHMENT “A”** to this **CONTRACT** shall not be performed by **JM** without prior written authorization from **CLIENT**. Additional services, when authorized by an additional contract or an amendment to this **CONTRACT** shall be compensated for by a fee mutually agreed upon in writing between **CLIENT** and **JM**.

SECTION XIV – SUCCESSORS AND ASSIGNS

This **CONTRACT** shall not be assignable except pursuant to the written consent of **CLIENT** and **JM**. If assigned, this **CONTRACT** shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this **CONTRACT** to be duly executed and agree that this **CONTRACT** will be effective on the date first shown, said date being the ____ day of _____, 20__.

CITY OF STEPHENVILLE

By: _____

Doug Svien
Printed Name

Mayor
Title

JM warrants that the person who is signing this **CONTRACT** on behalf of **JM** is authorized to do so and to execute all other documents necessary to carry out the terms of this **CONTRACT**.

JACOB AND MARTIN, LLC

By: _____

Kirt Harle, P.E.
Printed Name

Senior Principal
Title

**ATTACHMENT A
TO MASTER CONTRACT FOR PROFESSIONAL SERVICES**

SCOPE OF WORK

A. Description of Project(s)

The project scope includes engineering services for design and construction administration of proposed sidewalk and lighting improvements for City of Stephenville as follows:

1. West Tarleton Street (North and South Sides): McIlhaney to Clinton

- Sidewalk Reconstruction
- Decorative Lighting
- Electrical
- ADA Curb Ramps
- Associated incidentals

B. Basic Engineering Services

1. Design Phase

- a. The Engineer shall establish the scope of the project and advise the Owner of any investigations or any special surveys or testing which, in the opinion of the Engineer, may be required for proper execution of the project and arrange with the Owner for the conduction of such investigations and tests.
- b. Perform required topographic and legal surveying for infrastructure improvements (under separate compensation).
- c. Prepare detailed specifications, contract drawings and plans for bidding and constructing infrastructure improvements.
- d. Assist City with permitting as required.
- e. Prepare a detailed cost estimate(s), which shall include summaries of bid items and quantities, prior to bidding.
- f. Furnish Bidding Documents to City for staff, administration, and legal review.
- g. Finalize Contract Documents incorporating City's comments.

2. Bidding and Award Phase

- a. Assist City in the advertisement for bids.
- b. Conduct pre-bid meeting.
- c. Answer bidder's questions and issue addenda (if necessary).
- d. Assist the City in the opening and tabulation of bids for construction of the project and make recommendations to the City for award of Contract.
- e. Assist in the preparation of executed Contract Documents for the construction of the project.

3. Construction Phase

- a. Coordinate Pre-Construction Conference.
- b. Make periodic visits to the site to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents.
- c. Consult and advise the City, issue all instructions to the Contractor requested by the City, and prepare routine field orders and/or change orders as required.
- d. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment, and other data which the Contractor is required to submit, only for conformance with the design concept of the project and compliance with the information given by the Contract Documents.
- e. Provide construction staking for infrastructure improvements (under separate compensation).
- f. Review and recommend Contractor's payment requests.
- g. Coordinate questions and information with the City's resident inspector.
- h. Conduct in company with the City a site visit following substantial completion notice and prepare punch list.
- i. Conduct in company with the City a final inspection of the project for conformance with the design concept of the project and compliance with the Contract Documents and approve in writing final payment to the Contractor.
- j. Review contract drawings with the assistance of Owner and Contractor to show the work as actually constructed. Furnish two (2) sets of Record Drawings and a digital copy of the Record Drawings to the City.

C. Additional Engineering Services

1. Miscellaneous time and expense reimbursable expenses (shipping, travel, lodging, TDLR inspections, etc.).
2. Provide topographic, legal surveying and construction staking for proposed improvements.
3. Provide materials testing services for compaction testing and concrete testing.*

D. Compensation Payment Schedule

Compensation for Basic Engineering Services as described in the Scope of Services shall be at a lump sum price of \$50,000.00. 60% (\$30,000) of the lump sum fee shall be invoiced at the completion of the design milestones listed in Section E. 10% (\$5,000) of the lump sum fee shall be invoiced after completion of bid advertisement and contract award. 20% (\$10,000) shall be invoiced on a monthly basis as the project progresses through construction. The final 10% (\$5,000) shall be invoiced after final completion and closeout of the project.

Compensation for Additional Engineering Services as described above shall be invoiced monthly following completion of the services and on a time and expense basis per the attached rate schedule. The estimated time & expense for the Additional Engineering Services are as follows:

- Topographic, Legal and Construction Surveying: \$35,000
- Materials Testing: \$7,500*
- Reimbursable Expenses: \$1,000

Fees do not include any required outside review, inspection, or filing fees. Time and expense items including mileage, vehicle, lodging, meal and other incidentals will be charged at the standard rates attached.

*If requested by City.

E. Design Services Schedule

30% Construction Documents	45 Calendar Days
Owner Review	10 Calendar Days
60% Construction Documents	30 Calendar Days
Owner Review	8 Calendar Days
90% Construction Documents	20 Calendar Days
Owner Review	7 Calendar Days
100% Construction Documents	15 Calendar Days
Owner Review and Final Approval	5 Calendar Days
<u>Total Time to Completion</u>	<u>140 Calendar Days</u>

The **CLIENT** shall review submittals by **JM** and provide prompt response to questions and rendering of decisions pertaining thereto to minimize delay in the progress of **JM**'s work. The **CLIENT** will keep **JM** advised concerning the progress of the **CLIENT**'s review of the work. Delays in review by the **CLIENT** shall automatically extend by a like number of days any timelines or completion deadlines as set forth above.



INTEGRITY
EXCELLENCE
TRUST

ATTACHMENT B
TO AGREEMENT FOR PROFESSIONAL SERVICES
HOURLY RATES FOR PROFESSIONAL SERVICES

ENGINEERING SERVICES

Senior Principal Engineer	\$ 235.00
Principal Engineer	215.00
Registered Professional Engineer - 1	200.00
Registered Professional Engineer - 2	165.00
Engineer-in-Training (E.I.T.)	135.00
Engineering Technician - 1	140.00
Engineering Technician - 2	110.00
CAD Draftsman - 1	105.00
CAD Draftsman - 2	90.00
Engineering Intern	75.00

ARCHITECTURAL SERVICES

Principal Architect	\$ 215.00
Licensed Architect - 1	200.00
Licensed Architect - 2	165.00
Licensed Interior Designer	125.00
Architectural Associate	110.00
Architectural Intern	75.00

ANCILLARY SERVICES

Environmental Scientist	\$ 135.00
Environmental Technician	90.00
GIS Technician - 1	135.00
GIS Technician - 2	90.00
Senior Land Man	120.00
Clerical - 1	100.00
Clerical - 2	75.00

Effective 1/1/2025



3465 Curry Lane
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325.695.1070

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Boerne, TX 78006
325.695.1070

4920 S. Loop 289, Suite 106
Lubbock, TX 79414
806.368.6375

1925 Fort Worth Highway
Weatherford, TX 76086
817.594.9880



INTEGRITY
EXCELLENCE
TRUST

SURVEYING SERVICES

Principal Surveyor	\$ 175.00
Registered Professional Land Surveyor	165.00
Surveyor-in-Training (S.I.T.)	110.00
Survey Technician	100.00
1-Man Survey Team	180.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	205.00
2-Man Survey Team	205.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	230.00
3-Man Survey Team	230.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	255.00
Vehicle Charge (per day) plus IRS rate per mile	50.00

FIELD SERVICES

Resident Project Representative - 1	\$ 115.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	140.00
Resident Project Representative - 2	80.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	105.00
Licensed Water/Wastewater Operator (A/B)	105.00
Licensed Water/Wastewater Operator (C/D)	85.00
Vehicle Charge (per day) plus IRS rate per mile	50.00

A FACTOR OF 1.1 SHALL BE APPLIED TO THE FOLLOWING

1. Actual cost of subsistence and lodging
2. Actual cost of postage and shipping fees
3. Actual cost of materials required for the project used in surveying, drafting and associated activities
4. Actual cost of special tests and services of special consultants, if required

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INTEGRITY
EXCELLENCE
TRUST

CONSTRUCTION MATERIALS ENGINEERING AND TESTING FEES

SERVICE TIME

Registered Professional Engineer	\$	200.00
Materials Technician Service Time		77.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)		105.00
Pier Observation, Hot Mix, Reinforcing Steel		91.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)		108.00

CONCRETE

Concrete Cylinder Compressive Strength Tests	\$	34.00
Client Made Cylinder		42.00
Entrained Air Content Test		40.00
Slump Tests, when cylinders are not made		30.00
Concrete Mix Design		1175.00
Concrete Design Confirmation Cylinder		38.00

SOILS

Atterberg Limits (Liquid Limit, Plastic Limit & P.I.)	\$	95.00
Field Compaction Test		35.00
Moisture-Density Curve (Proctor)		325.00
Washed Sieve Analysis (Soil)		80.00
Washed Sieve Analysis (Base Material)		95.00
Unit Weight		52.00
Absorption		52.00
Decantation		52.00
Moisture Content		52.00

ASPHALT

Rice Theoretical Specific Gravity	\$	96.00
Field Density, Hot Mix (Nuclear Method)		40.00

Local Vehicle Charge (within 20 miles of Abilene) - \$37.00 per trip to the project
Travel from and return to office at IRS rate per mile, plus service time at above rates
Travel Charges (outside 20 miles of Abilene) – Round trip mileage at IRS current rate, plus

A FACTOR OF 1.1 SHALL BE APPLIED TO THE FOLLOWING

1. Actual cost of subsistence and lodging
2. Actual cost of postage and shipping fees
3. Actual cost of materials required for the project used in surveying, drafting and associated activities
4. Actual cost of special tests and services of special consultants, if required

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ATTACHMENT C

TO MASTER CONTRACT FOR PROFESSIONAL SERVICES

INSURANCE

A. Types of Insurance. The types of insurance required in this **CONTRACT** are those indicated by initials below. If no initials appear on any of the Items 1 through 6, insurance described in Items 1 through 4 shall be required.

	<u>Type</u>	<u>Amount</u>
1.	Workers compensation (employer's liability statutory)	\$500,000.00 (per occurrence)
2.	Commercial (public) liability including but not limited to: premises / operations Independent Contractors Product / Completed operations Contractual liability Insuring above indemnity Explosion collapse and underground (where such exposures exist)	\$500,000.00 combined single limit for bodily injury and property damage (per occurrence)
3.	Business automobile liability to include coverage for: Owned / leased autos Non-owned autos Hired or rental vehicles	\$500,000.00 combined single limit for bodily injury and property damage (per occurrence)
4.	Liability (per occurrence)	\$500,000.00 combined single limit
5.	See addendum to this Attachment for special coverages and/or revisions	
6.	No insurance required	

B. General Requirements. **JM** agrees to purchase and maintain the type and amounts of insurance required above throughout the term of the **CONTRACT**. **JM** is solely responsible for providing the required Certificates of Insurance. The Certificates of Insurance shall:

1. Name **CLIENT** as an additional insured with respect to the operations for which this **CONTRACT** is made except for professional liability and workers compensation.
2. Provide for thirty (30) day advanced written notice of cancellation or material change.
3. The required insurance must be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies are subject to examination and approval by **CLIENT**.
4. The required insurance naming **CLIENT** as additional insured must be primary insurance and not contributing with any other insurance available to **CLIENT** under any third party liability policy.
5. **JM** must provide **CLIENT** with the required Certificates of Insurance or a certified copy of the required Certificates of Insurance on or before **CLIENT** executes the notice to proceed with any work under the **CONTRACT**. Thereafter, **JM** must furnish new Certificates of Insurance or certified copies of the same before the expiration date.

ATTACHMENT D TO MASTER CONTRACT FOR PROFESSIONAL SERVICES

RESIDENT PROJECT REPRESENTATIVE

The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
4. Liaison:
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. Shop Drawings and Samples:
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. Review of Work and Rejection of Defective Work:
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. Inspections, Tests, and System Start-ups:
 - a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

10. Records:
 - a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
 - b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
 - c. Maintain records for use in preparing Project documentation.
11. Reports:
 - a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
 - b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.
12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
14. Completion:
 - a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
 - b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.
 - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.

The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Jacob & Martin, LLC
Abilene, TX United States

Certificate Number:
2025-1261466

Date Filed:
01/27/2025

Date Acknowledged:

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

City of Stephenville

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

JM No. 25125
Engineering Services for the City of Stephenville / West Tarleton Street Sidewalk and Lighting Improvements

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

My name is William L. Dugger, and my date of birth is 08/18/71.

My address is 3465 Curry Lane, Abilene, TX, 79606, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Taylor County, State of Texas, on the 27th day of January, 2025.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)