

**NOTICE OF REGULAR MEETING OF BOARD OF DIRECTORS OF
 BASTROP ECONOMIC DEVELOPMENT CORPORATION (BEDC)
 Monday, October 16, 2017 – 5:00 P.M.
 Bastrop City Hall, 1311 Chestnut Street, Bastrop, Texas**

1. CALL TO ORDER

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

2. PUBLIC COMMENT(S)

3. REGULAR BUSINESS & PRESENTATIONS

- 3.1. Approval of meeting minutes of the Regular Board Meeting of September 18, 2017. **(pg 3)**
- 3.2. Presentation and discussion regarding the Bastrop EDC being awarded the 2017 International Economic Development Council (IEDC) Silver Excellence in Economic Development Award (population less than 25,000). **(pg 6)**
- 3.3. Presentation and training by Aaron Farmer with The Retail Coach regarding Bastrop’s retail recruitment strategy. **(pg 9)**
- 3.4. Presentation by Stone Cobalt Partners, finalist for the 921 Main Street Project. **(pg 10)**
- 3.5. Consideration, discussion and possible action to approve Resolution R-2017-0018 of the Bastrop EDC acknowledging The Coghlan Group’s substantial compliance with the terms of an economic development agreement and authorizing the release of the balance of incentives due under the economic development agreement. **(pg 11)**
- 3.6. Consideration, discussion and possible action to approve Resolution R-2017-0019 of the Bastrop EDC, expanding the scope for the Technology Drive/MLK Infrastructure Project to include street, water, wastewater, drainage and other utilities for the Technology Drive/MLK extension and including funding for the fiber trunk main and maintenance in the Business Park. **(pg 19)**
- 3.7. Consideration, discussion and possible action on Resolution R-2017-0020 of the Bastrop EDC to enter into a Professional Services Agreement Contract with Bowman Consulting for the Technology Drive/MLK Infrastructure Project. **(pg 26)**

4. EXECUTIVE SESSION

- 4.1. The Bastrop EDC Board of Directors will meet in a closed/executive session pursuant to the Texas Government Code, Chapter 551, to discuss the following:
 - (1) **Section 551.071(1)(A) and Section 551.071(2)** – Consultations with Attorney: (1) threatened and/or contemplated claims, causes, or litigation, and/or (2) matters upon which the Attorney has a duty and/or responsibility to advise or report to the governmental body.
 - (2) **Section 551.072** – Deliberation about the purchase, exchange, lease, or value of real property: 921 Main Street and/or 108 South Jackson Street.

(3) **Section 551.087** – Deliberation regarding economic development negotiations: 921 Main Street and/or 'Project Be Well'.

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

5. ADJOURNMENT

CERTIFICATE

I, Angela Ryan, Assistant Director of the Bastrop Economic Development Corporation (Bastrop EDC), certify that this Notice of Meeting was posted on the front window of the Bastrop EDC offices, 301 Hwy 71 W., Suite 214, at the Bastrop City Hall, 1311 Chestnut Street, and on the Bastrop EDC's website on this the 13th day of October 2017 at 5:00 p.m. Copies of this agenda have been provided to those members of the media requesting such information.

Angela Ryan

Angela Ryan, BEDC Assistant Director

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



Agenda Item: 3.1

AGENDA MEMORANDUM

Meeting Date: October 16, 2017

Agenda Item: Approval of meeting minutes of the Regular Board Meeting of September 18, 2017.

Prepared by: Angela Ryan, Assistant Director

The draft minutes from the 09/18/17 Board Meeting are attached for the Board's review.

Attachments:

[Draft minutes from the Board Meeting of September 18, 2017]

Recommendation

Approve the minutes as submitted.

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

BASTROP ECONOMIC DEVELOPMENT CORPORATION (BEDC)
BOARD OF DIRECTORS
Minutes of Monthly Meeting, September 18, 2017
Bastrop City Hall, 1311 Chestnut Street, Bastrop, Texas

The Bastrop Economic Development Corporation (BEDC) met on Monday, September 18, 2017, at 5:00 p.m. at Bastrop City Hall, 1311 Chestnut Street, for a Monthly Meeting. Board members present were: Camilo Chavez, Drusilla Rogers, Sam Kier, Kevin Plunkett, Kathryn Nash, and Connie Schroeder. Board member Ron Spencer was absent. Staff members present: Shawn Kirkpatrick, Angela Ryan and Jean Riemenschneider. BEDC Attorney Charlie Zech was also present.

1. **CALL TO ORDER** – Board Chair Camilo Chavez called the Board Meeting to order at 5:02 p.m.
2. **PUBLIC COMMENT(S)** – There were no public comments.
3. **REGULAR BUSINESS & PRESENTATIONS**
 - 3.1. Approval of meeting minutes of the Regular Board Meeting of August 21, 2017. Ms. Schroeder made the motion to approve the minutes as submitted, Ms. Rogers seconded and the motion passed.
 - 3.2. Acceptance of the Bastrop EDC's financial summary reports for periods ending July 31, 2017, and August 31, 2017. Mr. Kier made the motion to accept both financial reports as submitted, Mr. Plunkett seconded, and the motion passed.
 - 3.3. Presentation and training by the Mike Barnes Group regarding the EDC's strategic plan, primary job recruiting, and economic development in Texas. Mike Barnes made a presentation to the Board. No further action was required.
 - 3.4. Consideration, discussion and possible action on the Bastrop EDC Board's acceptance of the updates to the strategic plan objectives and strategies, including key performance indicators. The Board made two edits and requested that the EDC weekly updates tie back to the goals. Mr. Plunkett made the motion to accept the updates to the Strategic Plan Objectives and Strategies with the two edits, Ms. Rogers seconded, and the motion passed.
 - 3.5. Consideration, discussion and possible action on Resolution R-2017-0012 of the Bastrop EDC to enter into a Professional Services Agreement Contract with Bowman Consulting for the Downtown Trail Expansion Project. Mr. Zech recommended striking the sentence that indicated the EDC would be agreeing with Bowman Consulting's standard terms and conditions. Mr. Plunkett made the motion to approve Resolution R-2017-0012 with the edit, Mr. Kier seconded and the motion passed.
 - 3.6. **PUBLIC HEARING** – At 6:45 p.m., the Board opened a public hearing to receive input from the general public on the BEDC entering into an agreement with the City of Bastrop to fund certain services provided by the Bastrop Main Street Program. There were no public comments. The public hearing was closed at 6:46 p.m.
 - 3.7. Consideration, discussion and possible action to approve Resolution R-2017-0017 of the Bastrop Economic Development Corporation approving an agreement for provision of Main Street Program support between the City of Bastrop and the Bastrop Economic Development Corporation. Ms. Rogers made the motion to approve Resolution R-2017-0017, Mr. Kier seconded and the motion passed.

4. EXECUTIVE SESSION

4.1. At 6:49 p.m., the Bastrop EDC Board of Directors met in a closed/executive session pursuant to the Texas Government Code, Chapter 551, to discuss the following:

(1) **Section 551.072** – Deliberation about the purchase, exchange, lease, or value of real property: 108 South Jackson Street (aka 'Project Sinkhole') and/or 'Project Buzz'.

(2) **Section 551.087** – Deliberation regarding economic development negotiations: 'Project Curious George', 'Project Buzz', 'Project Rainforest', and/or 'Project Be Well'.

4.2. At 7:27 p.m., the Bastrop EDC Board of Directors reconvened into open session to discuss, consider and/or take any action necessary related to the executive sessions noted herein. No further action was taken.

5. **ADJOURNMENT** – Board Chair Camilo Chavez adjourned the meeting at 7:28 p.m.



Agenda Item: 3.2

AGENDA MEMORANDUM

Meeting Date: October 16, 2017

Agenda Item: Presentation and discussion regarding the Bastrop EDC being awarded the 2017 International Economic Development Council (IEDC) Silver Excellence in Economic Development Award (population less than 25,000).

Prepared by: Shawn Kirkpatrick, Executive Director

In 2015, the EDC partnered with the local Workforce Solutions office, the Chamber of Commerce, Bastrop ISD, the City of Bastrop, and other organizations to host the first Youth Career Day. It has become an annual event, and has evolved each year to better serve the needs of our students and align with HB-5 career pathways.

This IEDC award was in the category of Human Capital. One of the requirements was that the program had to be active for a period of three years. The IEDC's description of this category is:

This award distinguishes economic development efforts that develop strategic approaches to meet one or more of the following objectives: 1) strengthening the skills of the workforce; 2) increasing and developing the pool of knowledge workers, including youth in the pipeline; 3) enhancing the skill sets of low-skilled and other disadvantaged workers; and 4) better integrating and aligning economic and workforce development activities through systemic attempts at building a workforce system.

The EDC staff is honored to have received this international recognition, and wish to thank all of our partners that help make this event such a success each year.

Attachments:
[Press Release]

Recommendation

No action required.



FOR IMMEDIATE RELEASE

Contact: Shawn Kirkpatrick
Executive Director
(512) 303-9700
shawn@bastropedc.org

Bastrop EDC Earns International Award for Human Capital Program

International Economic Development Council recognizes its community-leveraging workforce initiative, Bastrop Youth Career Day, among world's best economic development programs

Bastrop, Texas, September 26, 2017 – The Bastrop Economic Development Corporation has received a 2017 Silver Excellence in Economic Development Award (population less than 25,000) from the International Economic Development Council (IEDC). The honor for *Bastrop Youth Career Day*, a program in the category of Human Capital, was announced at an awards ceremony Tuesday, Sept. 19, during the IEDC Annual Conference in Toronto, Ontario, Canada. These awards recognize the world's best economic development programs and partnerships, and spotlight organizations and individuals creating positive change in urban, suburban and rural communities.

The IEDC Human Capital Award category distinguishes strategic economic development endeavors that strengthen the skills of the community's workforce; increase and develop its pool of knowledge workers, including youth in the pipeline; enhance the skill sets of low-skilled and other disadvantaged workers; and/or better integrate and align economic and workforce development activities through systematic efforts to build a workforce system.

"We are truly honored to receive this international award recognizing the creativity and hard work of our staff and community partners," said Bastrop EDC Executive Director Shawn Kirkpatrick. "It underscores the importance of connecting our future graduates with employers, and our schools to industry and workforce needs in a collaborative way."

The Bastrop EDC has taken a lead role in bridging the gaps between education and sustainable employment through workforce development. Bastrop Youth Career Day is one of its key community initiatives to advance high school graduates' workforce readiness while enhancing economic development. The annual event for juniors and seniors couples formal presentations by business professionals with a career fair featuring private- and public-sector employers, post-secondary educational institutions, and recruiters from the armed forces.

This model program gives students a unique glimpse into their potential futures post-graduation and an otherwise-unavailable opportunity for one-to-one interactions with businesses and organizations. It helps ensure that they graduate prepared for college or with high-demand skills that equip them to land rewarding, well-paid jobs. Bastrop Youth Career Day lets students see real-world applications of what they learn in school and the diverse career opportunities available in Bastrop post-graduation. The program also enables employers to identify and recruit work- and trade-ready employees within the community.

Bastrop Youth Career Day is hosted and sponsored by the Bastrop EDC, Workforce Solutions Rural Capital Area, the City of Bastrop, the Bastrop Chamber of Commerce and Bastrop ISD. The EDC serves as the central coordinating body and as the conduit to employers and area leaders who want to help students achieve their goals after they graduate. Workforce Solutions provides grant funding as well as onsite job coaching to students.

“The awards process is a thorough, non-biased and multilayered process, and these are extraordinary accomplishments,” said Michael Langley, FM, 2017 IEDC board chair. “On behalf of the IEDC board of directors and the Excellence in Economic Development Awards Advisory Committee, congratulations to the Bastrop Economic Development Corporation. Not only did they work to provide a necessary service to their community, their participation in the awards program sheds light on this stellar project, which other communities can now use as a benchmark.”

About the Bastrop Economic Development Corporation

Established in 1995, the Bastrop Economic Development Corporation (BEDC) enhances the quality of life in Bastrop, Texas by advancing the investment, development, growth and relocation of companies within the area. In addition to providing appropriate infrastructure, it promotes and supports economic development in the community that offers the people of Bastrop sustainable, meaningful and rewarding employment opportunities, and greater access to desirable goods and services. Visit <http://bastropedc.org>.

About the International Economic Development Council

The International Economic Development Council (IEDC) is a nonprofit membership organization serving economic developers. With more than 5,000 members, IEDC is the largest organization of its kind. Economic developers promote economic well-being and quality of life for their communities by creating, retaining and expanding jobs that facilitate growth, enhance wealth and provide a stable tax base. From public to private, rural to urban, and local to international, IEDCs members create high-quality jobs and develop vibrant communities. www.iedcONLINE.org.



Agenda Item: 3.3

AGENDA MEMORANDUM

Meeting Date: October 16, 2017

Agenda Item: Presentation and training by Aaron Farmer with The Retail Coach regarding Bastrop's retail recruitment strategy.

Prepared by: Shawn A. Kirkpatrick, Executive Director

For the past several years, the EDC has engaged The Retail Coach to assist us in retail recruiting, strategy, and data specific to retail. Success from this ongoing relationship can be seen through our retailer density and sales tax collections. For FY 2018, The Retail Coach will continue to analyze our market, determine retail opportunities, and assist the EDC in our discussions with retail site developers and targeted retailers. We will also be adding more specific regional retail recruiting, a more strategic focus on regional brands that fit within our larger retail recruiting strategy. Many of these regional retailers could potentially be a fit for downtown Bastrop or support Visit Bastrop in strengthening the Bastrop experience.

Aaron will give an overview of retail recruiting and speak specifically about the Bastrop strategy.

About The Retail Coach:

The Retail Coach is a national retail consulting, market research and development firm that combines strategy, technology, and creative expertise to develop and deliver high-impact retail recruitment and development strategies to local governments, chambers of commerce and economic development organizations. Through their unique Retail 360® process, they offer a fully customized system of products and services that better enable communities to maximize their retail development potential.

Attachments:
None

Recommendation

No action required.



Agenda Item: 3.4

AGENDA MEMORANDUM

Meeting Date: October 16, 2017

Agenda Item: Presentation by Stone Cobalt Partners, finalist for the 921 Main Street Project.

Prepared by: Shawn A. Kirkpatrick, Executive Director

At the August 21st Board Meeting, the EDC Board selected Stone Cobalt Partners as the finalist for the 921 Main Street Redevelopment Project. They will be attending our October 16th meeting to give the Board an overview of their plans for the project.

About Stone Cobalt Partners:

Stone Cobalt Partners is the collaboration of three companies: Stone Development Group, Cobalt Real Estate Development, and KSA Engineers. Stone Development Group is an Austin-based real estate development and construction firm, with experience in mixed-use, retail and office projects in Central Texas. Cobalt Real Estate Development is a boutique development firm focused on developing, financing, and operating mixed-use lifestyle centers, hotel, and conference center projects. KSA provides a broad range of consulting, management, engineering, architecture, planning, surveying, and construction services to clients across the south-central United States.

Attachments:

None

Recommendation

No action required.



Agenda Item: 3.5

AGENDA MEMORANDUM

Meeting Date: October 16, 2017

Agenda Item: Consideration, discussion and possible action to approve Resolution R-2017-0018 of the Bastrop EDC acknowledging The Coghlan Group's substantial compliance with the terms of an economic development agreement and authorizing the release of the balance of incentives due under the economic development agreement.

Prepared by: Shawn Kirkpatrick, Executive Director

The EDC has an outstanding performance agreement with The Coghlan Group for his company's expansion in the Business Park. Terry Coghlan contacted the EDC about some upcoming changes and clarifications needed in the agreements. Mr. Coghlan submitted a formal request to be released from the agreement for performance. After reviewing the documentation, staff and legal counsel concurred that The Coghlan Group had substantially complied with the outstanding performance agreement and through the adoption of the attached resolution the EDC will release and fund the final \$5,000 for performance.

Attachments:

[Coghlan Request]

[Draft Resolution]

[Draft Mutual Release]

Recommendation

[Sample Motion] I move to approve the Resolution R-2017-0018.



September 26, 2017

The Bastrop Economic Development Corporation
Shawn Kirkpatrick
301 Texas 71 West, Suite 214
Bastrop, TX 78602

Re: Early Performance Agreement Release Request

Dear Bastrop EDC,

We are requesting early release from the Agreement signed on June 16, 2014. The Agreement identifies two (2) primary objectives as noted:

Page 3, Section 2.12 Minimum Investment Amount (\$2,500,000.00)

TCG invested \$4,500,000.00 to complete the expansion building.

Page 5, Section 6.1 Employment Obligations (39 FTEs)

2015: 33 FTEs

2016: 41 FTEs

2017: 45 FTEs

Average: 39.67 FTS

Your consideration of this matter is appreciated. Once you have an opportunity to discuss, please contact me with your decision.

Regards

Terry
Coghlan

Digitally signed by Terry Coghlan
DN: cn=Terry Coghlan, o=The
Coghlan Group, Inc., ou,
email=TerryC@tcgsupplies.com,
c=US
Date: 2017.09.26 12:14:37 -05'00'

Terry Coghlan, CEO
TerryC@tcgsupplies.com

RESOLUTION NO. R-2017-0018**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION ACKNOWLEDGING THE COGHLAN GROUP'S SUBSTANTIAL COMPLIANCE WITH THE TERMS OF AN ECONOMIC DEVELOPMENT AGREEMENT; AUTHORIZING THE RELEASE OF THE BALANCE OF INCENTIVES DUE UNDER THE ECONOMIC DEVELOPMENT AGREEMENT; REPEALING ALL RESOLUTIONS IN CONFLICT; AND, PROVIDING AN EFFECTIVE DATE.**

WHEREAS, on the 16th day of June 2014, the BEDC and the Coghlan Group, Inc. ("Coghlan") entered into that certain Economic Development Agreement (the "Agreement"); and

WHEREAS, the Agreement provided for a total of \$10,000.00 in cash incentives, with \$5,000.00 being due to Coghlan upon completion of \$2.5 million investment in the Facility described in the Agreement and issuance of a certificate of occupancy for the Facility, and the balance being due upon the achievement of the employment of 39 full-time employees ("FTEs") for 36 consecutive months; and

WHEREAS, the BEDC has provided to Coghlan the first incentive of \$5,000.00; and

WHEREAS, Coghlan has requested payment of the final \$5,000.00; and

WHEREAS, the Board of Directors finds that Coghlan has exceeded the investment requirements of the Agreement by \$2 million (investing \$4.5 million in the Facility); and has maintained 33 FTEs during calendar year 2015, 41 FTEs during calendar year 2016, and 45 FTEs to date for calendar year 2017; and

WHEREAS, the average FTEs amount for calendar years 2015, 2016, and 2017 is 39.67 FTEs.

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

SECTION 1. The above stated findings are true and correct and incorporated in this Resolution for all purposes.

SECTION 2. Coghlan is in substantial compliance with the terms of the Agreement related to employment of FTEs.

SECTION 3. The balance of the cash incentive, an amount equal to and not to exceed \$5,000.00, may be released to Coghlan subject to Coghlan's execution of a release acknowledging that all obligations of the BEDC have been fulfilled with such payment.

SECTION 4. The Director, with the assistance of the BEDC's attorneys, is authorized and directed to prepare any instruments reasonably necessary to fulfill the intent expressed herein.

RESOLUTION NO. R-2017-0018

SECTION 5. Any prior resolution of this Board in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 6. Should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

SECTION 7. This Resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND ADOPTED by the Board of Directors of the Bastrop Economic Development Corporation this 16th day of October 2017.

[SIGNATURE PAGE FOLLOWS]

DRAFT

RESOLUTION NO. R-2017-0018

BASTROP ECONOMIC
DEVELOPMENT CORPORATION

Camilo Chavez, Board Chair

ATTEST:

Sam Kier, Board Secretary

APPROVED AS TO FORM:

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

DRAFT

MUTUAL RELEASE

This Mutual Release (“**Release**”) is executed by and between The Coghlan Group, Inc., a Texas corporation fka International Rx Specialty Company, d/b/a the Coghlan Group, with its principal place of business at 1500 Business Park Drive, Bastrop, Texas 78602, and the Bastrop Economic Development Corporation, with its principal offices located at 301 Highway 71 W, Suite 214, Bastrop, Texas 78602, with reference to those certain agreements (the “**Agreements**”) between the parties described as follows:

“ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE BASTROP ECONOMIC DEVELOPMENT CORPORATION AND COGHLAN GROUP, EFFECTIVE JUNE 16, 2014.”

“INCENTIVES AGREEMENT BETWEEN THE BASTROP ECONOMIC DEVELOPMENT CORPORATION, THE COGHLAN GROUP AND THE CITY OF BASTROP, TEXAS, DATED ON OR ABOUT MARCH 18, 2000.”

- 1) Except as reflected in the next sentence, each party (acting for itself and its affiliates) acknowledges that the other party has fulfilled all of its mutual obligations under the Agreements, there is no claim pending or threatened between the parties, and each party (including its affiliates) is hereafter excused and released from any further obligation or entitlement under the Agreements. The sole exception to this mutual release is that BEDC will, upon execution of this agreement, pay the \$5,000 rebate due The Coghlan Group, Inc. Without limiting the foregoing, The Coghlan Group, Inc. shall not be required to secure any consent from, or approval of, the Bastrop Economic Development Corporation in connection with any subsequent transfer of any interest in the real property referred to in, or acquired pursuant to, the Agreements.
- 2) Each party acknowledges that this Mutual Release constitutes legally sufficient consideration to be binding.
- 3) In authorizing its agent’s execution of this Mutual Release, The Coghlan Group, Inc. stipulates that it lawfully changed its name to The Coghlan Group, Inc. from International Rx Specialty Company, d/b/a the Coghlan Group, and the entities are one and the same.
- 4) In authorizing its agent’s execution of this Mutual Release, the Bastrop Economic Development Corporation recognizes both The Coghlan Group, Inc. and International Rx Specialty Company, d/b/a the Coghlan Group, to be one and the same.

This Release shall become effective upon execution by all parties, and may not be modified orally. No representation, promise or inducement has been relied upon by either party except as contained herein.

The provisions of this Release shall be read as a whole and are not severable; no party may separately enforce benefits derived under this Release without confirming its benefits in favor of the other party.

[SIGNATURE PAGES FOLLOW]

Executed on this ____ day of _____ 2017.

The Coghlan Group, Inc., a Texas corporation

By: _____

Name: Terry H. Coghlan

Title: President and CEO

STATE OF TEXAS §

§

COUNTY OF BASTROP §

Acknowledged before me on this ____ day of October 2017, by Terry H. Coghlan, president and CEO of The Coghlan Group, Inc., a Texas corporation fka International Rx Specialty Company, on behalf of said corporation.

Notary Public, State of Texas

Notary's typed or printed name

My commission expires

Executed on this ____ day of _____ 2017.

Bastrop Economic Development Corporation

By: _____

Name: Shawn A. Kirkpatrick

Title: Executive Director

STATE OF TEXAS §

§

COUNTY OF BASTROP §

Acknowledged before me on this ____ day of October 2017, by Shawn Kirkpatrick, Executive Director for the Bastrop Economic Development Corporation, a Texas non-profit industrial development corporation, on behalf of said agency.

Notary Public, State of Texas

Notary's typed or printed name

My commission expires

APPROVED AS TO FORM:

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



Agenda Item: 3.6

AGENDA MEMORANDUM

Meeting Date: October 16, 2017

Agenda Item: Consideration, discussion and possible action to approve Resolution R-2017-0019 of the Bastrop EDC, expanding the scope for the Technology Drive/MLK Infrastructure Project to include street, water, wastewater, drainage and other utilities for the Technology Drive/MLK extension and including funding for the fiber trunk main and maintenance in the Business Park.

Prepared by: Shawn A. Kirkpatrick, Executive Director

In a meeting with Tracy Waldron, the City Finance Director, and Sam Kier, Secretary/Treasurer of the EDC Board, a discussion was held related to the Technology Drive/MLK Project and utilizing the balance of 2013 Certificate of Obligation bond funds (\$429,412).

Fiber Background

At the March 20, 2017 board meeting, the Board approved entering into a contract with FiberLight to extend fiber trunk mains into the Business Park and provide maintenance until September 2018, in an amount not to exceed \$154,800, utilizing 2013 Certificate of Obligation bond funds. FiberLight has since completed the installation of the project and invoiced the EDC. Upon reconciling the payment it was determined the original allocation of 2013 CO bond funds was not an allowable purpose.

Technology Drive/MLK Extension Budget

In the FY 2017-2018 budget, the board approved \$1.6M of fund balance to extend Technology Drive to MLK within the Business Park, including related water, wastewater, and other utilities, excluding regional drainage and detention. This would provide a second ingress/egress route into and out of the Business Park, thereby complying with the City of Bastrop's subdivision regulation. The project will also complete the infrastructure in the developed portions of the Business Park, excluding the regional drainage and detention.

Northern Regional Drainage & Detention Background

Staff has discussed adding the Northern Regional Drainage & Detention as a separate project related to Project Sinkhole. Those negotiations continue to move forward with an agreement coming to the board in the near future. With the availability of the 2013 CO bond funds, it would be advantageous to move forward with funding the project in advance of finalizing the Project Sinkhole agreement.

Recommended Funding Allocation

Staff recommends expanding the scope for the Technology Drive/MLK Infrastructure Project to include street, water, wastewater, drainage and other utilities for the Technology Drive/MLK extension, and including funding for the fiber trunk main and maintenance in the Business Park, utilizing 2013 CO bond funds first to fund allowable expenses, followed by EDC fund balance and non-allowable bond expenses.

The revised project budget would be as follows:

Expenditures

\$1,600,000	Technology Dr./MLK Infrastructure Project (Approved)
\$ 100,000	North Regional Detention System (Pending/Unfunded)
<u>\$ 154,800</u>	Fiber Install (Approved)
\$1,854,800	Total

Funding

\$ 329,412	Technology Dr./MLK Infrastructure Project – 2013 CO bond funds
\$1,270,588	Technology Dr./MLK Infrastructure Project – Fund Balance
\$ 100,000	North Regional Detention System – 2013 CO bond funds
<u>\$ 154,800</u>	Fiber Install – Fund Balance
\$1,854,800	Total

Attachments:

[Draft Resolution]

[Technology Drive/MLK Infrastructure Project Engineering Map]

[Technology Drive/MLK Regional Drainage Map]

Recommendation

[Sample Motion] I move to approve Resolution R-2017-0019.

RESOLUTION NO. R-2017-0019**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION AUTHORIZING AND AMENDING THE EXPENDITURE OF FUNDS FOR THE TECHNOLOGY DRIVE/MLK INFRASTRUCTURE PROJECT; INCLUDING ALL NECESSARY ACTIONS; AND PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, after careful evaluation and consideration by the Board, it has determined that a project proposing to design and construct targeted infrastructure and improvements referred to as the Technology Drive/MLK Infrastructure Project (“Project”) are necessary and suitable to promote or develop new or expanded business enterprises within the Bastrop Business and Industrial Park and, further, that such infrastructure is limited to permissible infrastructure as an authorized project pursuant to Section 501.103 of the Texas Local Government Code; and

WHEREAS, it is necessary to extend Technology Drive as part of the Project as required by the City of Bastrop’s development regulations governing the minimum number of ingress and egress points required for a development; and

WHEREAS, it is necessary to amend the original Project scope to include additional targeted infrastructure, regional drainage, and other utilities (dark fiber) into the Project to enhance the infrastructure and marketability of the Bastrop Business and Industrial Park, these improvements are necessary and suitable to promote or develop new or expanded business enterprises within the Bastrop Business and Industrial Park and, further, that such infrastructure is limited to permissible infrastructure as an authorized project pursuant to Section 501.103 of the Texas Local Government Code; and

WHEREAS, the Board has determined that a public hearing is not necessary prior to authorizing the expenditure of BEDC resources for this type of project, in accordance with Texas Local Government Code § 505.159(b); and

WHEREAS, the BEDC Board has provided the BEDC staff with full authority to take reasonable and necessary actions to incentivize economic development in the BEDC’s Business and Industrial Park, including, when appropriate, funding the cost of installation of infrastructure; and

WHEREAS, on August 21, 2017, the BEDC Board took action to approve Resolution 2017-0013, approving the Technology Drive/MLK Infrastructure Project in an estimated amount of \$1,600,000; and

WHEREAS, on March 20, 2017, the BEDC Board took necessary action to approve extending dark fiber into the Bastrop Business and Industrial Park by entering into an agreement with FiberLight (“FiberLight Project”), in an amount not to exceed \$154,800, utilizing 2013

RESOLUTION NO. R-2017-0019

Certificate of Obligation bond funds, which was later determined to be an ineligible expense of the bond. Inclusion of the FiberLight Project within the Technology Drive and MLK Infrastructure Project allows the use of BEDC FY 2017-2018 budgeted funds as an eligible expense; and

WHEREAS, the BEDC has evaluated and determined that including the Northern Regional Storm Water Detention Project, at an estimated cost of \$100,000, is necessary and suitable to promote or develop new or expanded business enterprises within the Bastrop Business and Industrial Park and, further, that such infrastructure is limited to permissible infrastructure as an authorized project pursuant to Section 501.103 of the Texas Local Government Code; and

WHEREAS, the BEDC has approximately \$429,412 available from the 2013 Certificate of Obligation of bond funds that may be used for eligible expenses for the Project.

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

SECTION 1. On this date, the 16th day of October 2017, the BEDC hereby finds and determines that it is in the best interest of the Corporation to expand the scope of the Technology Drive/MLK Infrastructure Project, amending the Project to include extending dark fiber, and amending the Project to include the Northern Regional Storm Water Detention Project.

SECTION 2. The BEDC hereby finds and determines that it is in the best interest of the Corporation to expend funds on the Amended Project in an estimated amount of \$1,854,800 based on an opinion of probable cost, which has been found hereunder to be necessary to promote and develop new or expanded business enterprises in the Bastrop Business and Industrial Park and, therefore, qualifies as a project and is authorized under Texas Local Government Code § 501.103.

SECTION 3. The Board approves the source of funding of \$1,425,388 from the BEDC FY 2017-2018 budget and \$429,412 from 2013 Certificate of Obligation bond funds as restricted for use in the purpose of the debt issuance.

SECTION 4. The Board authorizes Chair Camilo Chavez and/or Executive Director Shawn Kirkpatrick to take all necessary actions to proceed with the transfer of funds for the FiberLight Project, in accordance with applicable laws and requirements.

SECTION 3. This Resolution is effective upon passage.

PASSED AND APPROVED on the 16th day of October 2017, by the Board of Directors of the Bastrop Economic Development Corporation.

[SIGNATURE PAGE FOLLOWS]

RESOLUTION NO. R-2017-0019

BASTROP ECONOMIC
DEVELOPMENT CORPORATION

Camilo Chavez, Board Chair

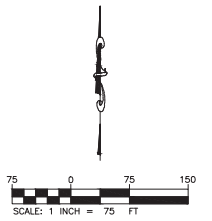
ATTEST:

Sam Kier, Board Secretary

APPROVED AS TO FORM:

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

DRAFT



PRELIMINARY

ENGINEER'S PROBABLE COST ESTIMATE

Bid Item	Description	Quantity	Unit	Unit Price	Total
1.1	Subgrade Preparation	5,413	SY	\$1.90	\$10,284.70
1.2	6" Concrete Pavement	42,360	SF	\$10.00	\$423,600.00
1.3	Concrete Curb and Gutter	2,118	LF	\$15.00	\$31,770.00
1.4	12" C900 DR-14 W/L including pipe, fittings, restraints, and appurtenances (all depths)	655	LF	\$45.00	\$29,475.00
1.5	Gate Valves	2	EA	\$2,700.00	\$5,400.00
1.6	Standard Fire Hydrant Assembly, including pipe fittings, restraints, valve hydrant, and all required appurtenances	2	EA	\$3,493.00	\$6,986.00
1.7	Water Meters	3	EA	\$2,000.00	\$6,000.00
1.8	10" Curb Inlet	2	EA	\$4,271.00	\$8,542.00
1.9	24" Storm Sewer Pipe	75	LF	\$70.00	\$5,250.00
1.10	12" SDR 26 Wastewater Line including pipe, joints, and all other appurtenances (8-10' depth)	634	LF	\$90.00	\$57,060.00
1.11	4" Manhole (8ft depth)	2	EA	\$5,200.00	\$10,400.00
1.12	Trench Safety	1,289	LF	\$1.00	\$1,289.00
1.13	Dry Utilities	1	LS	\$250,000.00	\$250,000.00
1.14	7x5 Box Culvert	110	LF	\$950.00	\$104,500.00
1.15	Headwall and Wingwall	2	EA	\$30,000.00	\$60,000.00
1.16	Erosion and Sedimentation/vegetation	1	LS	\$47,609.84	\$47,609.84
SUBTOTAL					\$999,806.84

Bid Item	Description	Quantity	Unit	Unit Price	Total
1.1	12" C900 DR-14 W/L including pipe fittings, restraints, and appurtenances (all depths)	895	LF	\$45.00	\$40,275.00
1.2	Trench Safety	895	LF	\$1.00	\$895.00
1.3	Gate Valves	2	EA	\$2,700.00	\$5,400.00
1.4	Standard Fire Hydrant Assembly, including pipe fittings, restraints, valve hydrant, and all required appurtenances	2	EA	\$3,493.00	\$6,986.00
1.5	Erosion and Sedimentation/vegetation	1	LS	\$2,677.80	\$2,677.80
SUBTOTAL					\$56,233.80

BID SUMMARY			
1. TECHNOLOGY DRIVE			\$999,806.84
2. 12" WATER LINE EXTENSION			\$56,233.80
4. DESIGN AND PROJECT MANAGEMENT			\$129,000.00
5% General Requirements			\$59,252.02
15% Contingency			\$199,643.85
TOTAL BID			\$1,430,936.20

*Note: Bonds are excluded

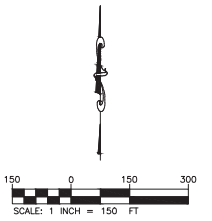
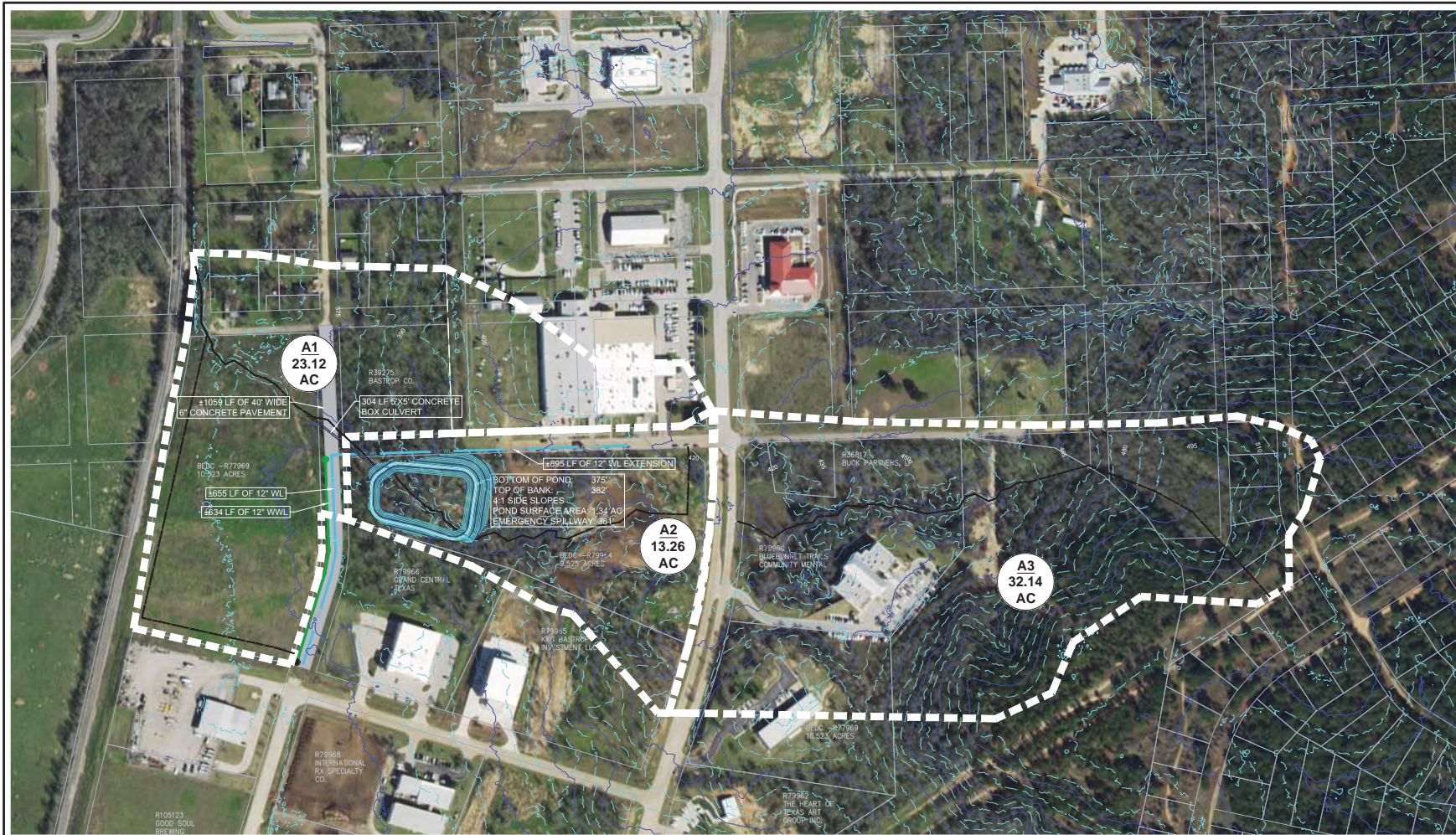
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER AUTHORITY OF EREN ULUSOY, P.E. 122168 ON 7/25/2017. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

BASTROP ECONOMIC DEVELOPMENT
TECHNOLOGY DRIVE AND WATER LINE EXTENSION

Bowman CONSULTING

1120 S. Capital of Texas Hwy. • Building 3, Suite 220 • Austin, Texas 78746
Phone: (512) 327-1180 • Fax: (512) 327-4982 • www.bowmanconsulting.com

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TBPE Firm Registration No. F-14309



DRAFT

	PRE-DEVELOPED FLOW (CFS)	POST-DEVELOPED FLOW (CFS)	
		NO DETENTION	DETENTION
2-YR STORM	86.0	140.1	92.0
5-YR STORM	151.0	211.1	139.4
10-YR STORM	198.1	268.1	178.9
25-YR STORM	263.6	345.3	232.9
50-YR STORM	296.6	385.0	260.9
100-YR STORM	364.7	464.4	317.6

POND CAPACITY: 7.23 AC-FT (382 FT)
 POND PEAK STORAGE: 5.9 AC-FT (381 FT)

ENGINEER'S PROBABLE COST ESTIMATE

Bid Item	Description	Quantity	Unit	Unit Price	Total
1.1	Subgrade Preparation	5,413	SF	\$1.90	\$10,284.70
1.2	6" Concrete Pavement	42,380	SF	\$10.00	\$423,800.00
1.3	Concrete Curb and Gutter	2,118	LF	\$15.00	\$31,770.00
1.4	12" C900 DR-14 WL including pipe, fittings, restraints, and appurtenances (all depths)	855	LF	\$87.00	\$56,985.00
1.5	Trench Safety	655	LF	\$1.00	\$655.00
1.6	Gate Valves	2	EA	\$2,700.00	\$5,400.00
1.7	Standard Fire Hydrant Assembly, including pipe fittings, restraints, valve hydrant, and all required appurtenances	3	EA	\$4,700.00	\$9,400.00
1.8	Water Meters	3	EA	\$2,000.00	\$6,000.00
1.9	10" Curb Inset	2	EA	\$11,800.00	\$23,600.00
1.10	24" Storm Sewer Pipe	75	LF	\$70.00	\$5,250.00
1.11	12" SDR 26 Wastewater Line including pipe, joints, and all other appurtenances (8-10' depth)	634	LF	\$50.00	\$31,700.00
1.12	4" Manhole (8' depth)	2	EA	\$5,200.00	\$10,400.00
1.13	Trench Safety	634	LF	\$1.00	\$634.00
1.14	Dry Utilities				
1.15	Erosion and Sedimentation/ve-vegetation	1	LS	\$30,783.84	\$30,783.84
SUBTOTAL					\$646,462.64

Bid Item	Description	Quantity	Unit	Unit Price	Total
2.1	12" C900 DR-14 WL including pipe, fittings, restraints, and appurtenances (all depths)	895	LF	\$87.00	\$77,865.00
1.2	Trench Safety	695	LF	\$1.00	\$695.00
1.3	Gate Valves	2	EA	\$2,700.00	\$5,400.00
1.4	Standard Fire Hydrant Assembly, including pipe fittings, restraints, valve hydrant, and all required appurtenances	2	EA	\$4,700.00	\$9,400.00
1.5	Erosion and Sedimentation/ve-vegetation	1	LS	\$4,678.00	\$4,678.00
SUBTOTAL					\$88,238.00

Bid Item	Description	Quantity	Unit	Unit Price	Total
1.1	5x5 Box Culvert	304	LF	\$530.00	\$161,120.00
1.2	Headwall and Wingwall	2	EA	\$30,000.00	\$60,000.00
1.3	Pond Grading	20,000	CY	\$3.50	\$70,000.00
1.4	Emergency Spillway	1	LS	\$20,000.00	\$20,000.00
1.5	Erosion and Sedimentation/ve-vegetation	1	LS	\$14,556.00	\$14,556.00
SUBTOTAL					\$326,676.00

BID SUMMARY

1. TECHNOLOGY DRIVE	\$846,462.64
2. 12" WATER LINE EXTENSION	\$88,238.00
3. DRAINAGE IMPROVEMENTS	\$326,676.00
SURVEYING	\$107,137.88
5% General Requirements	\$59,925.71
15% Contingency	\$185,616.00
TOTAL BID	\$1,423,056.02

*Note: Bonds are excluded

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER AUTHORITY OF EREN ULUSOY, P.E. 122168 ON 5/8/2017. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

BASTROP ECONOMIC DEVELOPMENT
 POST-DEVELOPMENT CONDITIONS



1120 S. Capital of Texas Hwy. • Building 3, Suite 220 • Austin, Texas 78746
 Phone: (512) 327-1180 • Fax: (512) 327-4062 • www.bowmanconsulting.com
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 TBPE Firm Registration No. F-14309

07/2020 - Bastrop Economic Development Corp(07/2020-01-000) (ENG) - Tract A1 and B1 Planning/Engineering/Engineering Plans(07/2020-01-003) UDFP.dwg, 24/03L, May 08, 2017, 3:48 PM, amano



Agenda Item: 3.7

AGENDA MEMORANDUM

Meeting Date: October 16, 2017

Agenda Item: Consideration, discussion and possible action on Resolution R-2017-0020 of the Bastrop EDC to enter into a Professional Services Agreement Contract with Bowman Consulting for the Technology Drive/MLK Infrastructure Project.

Prepared by: Shawn A. Kirkpatrick, Executive Director

Bowman Consulting has submitted a Scope of Services to develop Engineering Design Survey, Final Hydrology Study and Detention Pond/Outfall Structure Sizing, Construction Plan Preparation, Construction Plan Processing & Approval, Bid Docs and Bidding Support, and Meeting & Coordination & Owner's Representation. The total cost of engineering services is \$121,000. The combined engineering and construction management is a substantial savings to the EDC.

Approval of this Resolution will allow the EDC to execute the professional services agreement to begin the engineering development of the Project.

Attachments:

[Draft Resolution]

[Professional Services Agreement]

Recommendation

[Sample Motion] I move to approve Resolution 2017-0020.

RESOLUTION NO. R-2017-0020**A RESOLUTION OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION
ENTERING INTO A PROFESSIONAL SERVICES AGREEMENT
WITH BOWMAN CONSULTING FOR THE TECHNOLOGY DRIVE/MLK
INFRASTRUCTURE PROJECT.**

WHEREAS, the Bastrop Economic Development Corporation Board of Directors has found the Technology Drive/MLK Infrastructure Project as an allowable project under Texas Local Government Code Chapter Section 501.103 through Resolution 2017-0013; and

WHEREAS, Bowman Consulting has proposed a Scope of Services for the preparation of construction plans, permitting and owner representation during the construction of the Project.

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

SECTION 1.

- a. The Board authorizes the Chair and/or Executive Director to execute the Professional Services Agreement **[Exhibit A]** with Bowman Consulting.

SECTION 2. Approval

PASSED AND APPROVED on the 16th day of October 2017, by the Board of Directors of the Bastrop Economic Development Corporation.

[SIGNATURE PAGE FOLLOWS]

RESOLUTION NO. R-2017-0020

BASTROP ECONOMIC
DEVELOPMENT CORPORATION

Camilo Chavez, Board Chair

ATTEST:

Sam Kier, Board Secretary

APPROVED AS TO FORM:

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

DRAFT

RESOLUTION NO. R-2017-0020

Exhibit "A"

Professional Service Agreement by and between the BEDC and Bowman Consulting for services related to the Technology Drive/MLK Infrastructure Project (19 pages).

DRAFT

TECHNOLOGY DRIVE/MLK INFRASTRUCTURE PROJECT
ENGINEERING SERVICES AGREEMENT

**CITY OF BASTROP ECONOMIC DEVELOPMENT
CORPORATION**

STANDARD PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
BASTROP COUNTY §

This Professional Services Agreement (“Agreement”) is made and entered by and between the City of Bastrop Economic Development Corporation (the “BEDC”), a Texas non-profit industrial development corporation, and Bowman Consulting Group, Ltd. (“Professional”).

Section 1. Duration.

This Agreement shall become effective upon execution by the BEDC and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement.

Section 2. Scope of Work.

- (A) Professional shall perform the Services as more particularly described in the Scope of Work attached hereto as Exhibit “A”. The work as described in the Scope of Work constitutes the “Project”. Unless otherwise provided in the Scope of Work, the anticipated submittal of all Project deliverables is immediately upon completion of the Project.
- (B) The Quality of Services provided under this Agreement shall be performed with the professional skill and care ordinarily provided by competent Professionals practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional holding the same professional license.
- (C) The Professional shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- (D) The Professional may rely upon the accuracy of reports and surveys provided to it by the BEDC except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

Section 3. Compensation.

- (A) The Professional shall be paid in the manner set forth in Exhibit “B” and as provided herein.
- (B) *Billing Period:* The Professional may submit monthly, or less frequently, an invoice for payment based on the estimated completion of the described tasks and approved work

schedule. Subject to Chapter 2251, Texas Government Code (the "Prompt Payment Act"), payment is due within thirty (30) days of the BEDC's receipt of the Professional's invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.

- (C) *Reimbursable Expenses:* Any and all reimbursable expenses related to the Project shall be accounted for in Exhibit "B".

Section 4. Changes to the Project Work; Additional Work.

- (A) *Changes to Work:* Professional shall make such revisions to any work that has been completed as are necessary to correct any errors or omissions as may appear in such work. If the BEDC finds it necessary to make changes to previously satisfactorily completed work or parts thereof, the Professional shall make such revisions if requested and as directed by the BEDC and such services will be considered as additional work and paid for as specified under the following paragraph.
- (B) *Additional Work:* The BEDC retains the right to make changes to the Scope of Work at any time by a written order. Work that is clearly not within the general description of the Scope of Work and does not otherwise constitute special services under this Agreement must be approved in writing by the BEDC by supplemental agreement before the additional work is undertaken by the Professional. If the Professional is of the opinion that any work is beyond that contemplated in this Agreement and the Scope of Work governing the project and therefore constitutes additional work, the Professional shall promptly notify the BEDC of that opinion, in writing. If the BEDC agrees that such work does constitute additional work, then the BEDC and the Professional shall execute a supplemental agreement for the additional work and the BEDC shall compensate the Professional for the additional work on the basis of the rates contained in the Scope of Work. If the changes deduct from the extent of the Scope of Work, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. Any work undertaken by Professional not previously approved as additional work shall be at risk of the Professional.

Section 5. Time of Completion.

The prompt completion of the services under the Scope of Work is critical to the BEDC. Unnecessary delays in providing services under a Scope of Work shall be grounds for dismissal of the Professional and termination of this Agreement without any or further liability to the BEDC other than a prorated payment for necessary, timely, and conforming work done by Professional prior to the time of termination. The Scope of Work shall provide, in either calendar days or by providing a final date, a time of completion prior to which the Professional shall have completed all tasks and services described in the Scope of Work.

Section 6. Insurance.

Before commencing work under this Agreement, Professional shall obtain and maintain the liability insurance provided for in attached Exhibit "C" throughout the term of this Agreement and thereafter as required herein.

In addition to the insurance provided for in Exhibit "C", Professional shall maintain the following limits and types of insurance:

Workers Compensation Insurance: The Professional shall carry and maintain during the term of this Agreement, workers compensation and employers liability insurance meeting the requirements of the State of Texas on all the Professional's employees carrying out the work involved in this contract.

General Liability Insurance: The Professional shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Professional or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.

Automobile Liability Insurance: Professional shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Professional or its employees.

Subcontractor: In the case of any work sublet, the Professional shall require subcontractor and independent contractors working under the direction of either the Professional or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Professional.

Qualifying Insurance: The insurance required by this Agreement shall be written by a non-assessable insurance company licensed to do business in the State of Texas and currently rated "B+" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form.

Evidence of such insurance shall be attached as Exhibit "D".

Section 7. Miscellaneous Provisions.

- (A) *Subletting.* The Professional shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the BEDC, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the BEDC in the subletting of any work shall not relieve the Professional of any responsibility for work done by such subcontractor.
- (B) *Ownership of Documents.* Upon completion or termination of this Agreement, all documents prepared by the Professional or furnished to the Professional by the BEDC shall be delivered to and become the property of the BEDC. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement, shall be made available, upon request, to the BEDC without restriction or limitation on the further use of such materials; PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE BEDC OR OTHERS. ANY REUSE WITHOUT

- PRIOR VERIFICATION OR ADAPTATION BY THE PROFESSIONAL FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE BEDC'S SOLE RISK AND WITHOUT LIABILITY TO THE PROFESSIONAL. Where applicable, Professional shall retain all pre-existing proprietary rights in the materials provided to the BEDC but shall grant to the BEDC a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at Professional's expense, have copies made of the documents or any other data furnished to the BEDC under or pursuant to this Agreement.
- (C) *Professional's Seal.* To the extent that the Professional has a professional seal, it shall be placed on all documents and data furnished by the Professional to the BEDC. All work and services provided under this Agreement will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the Professional's industry. The plans, specifications and data provided by Professional shall be adequate and sufficient to enable those performing the actual work to perform the work as and within the time contemplated by the BEDC and Professional. The BEDC acknowledges that Professional has no control over the methods or means of work nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of costs by the Professional are for informational purposes only and are not guarantees.
- (D) *Compliance with Laws.* The Professional shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, workers compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Professional shall furnish the BEDC with satisfactory proof of compliance.
- (E) *Independent Contractor.* Professional acknowledges that Professional is an independent contractor of the BEDC and is not an employee, agent, official or representative of the BEDC. Professional shall not represent, either expressly or through implication, that Professional is an employee, agent, official or representative of the BEDC. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Professional.
- (F) *Non-Collusion.* Professional represents and warrants that Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the BEDC under this Agreement. Professional further agrees that Professional shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the BEDC pursuant to this Agreement) for any of the services performed by Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Professional, Professional shall immediately report that fact to the BEDC and, at the sole option of the BEDC, the BEDC may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Professional under or pursuant to this Agreement.
- (G) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation,

pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

- (H) In the case of any conflicts between the terms of this Agreement and wording contained within the Scope of Services, this Agreement shall govern. The Scope of Services is intended to detail the technical scope of services, fee schedule, and contract time only and shall not dictate Agreement terms.

Section 8. Termination.

- (A) This Agreement may be terminated:
- (1) By the mutual agreement and consent of both Professional and BEDC;
 - (2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;
 - (3) By the BEDC, immediately upon notice in writing to the Professional, as consequence of the failure of Professional to perform the services contemplated by this Agreement in a timely or satisfactory manner;
 - (4) By the BEDC, at will and without cause upon not less than thirty (30) days written notice to the Professional.
- (B) If the BEDC terminates this Agreement pursuant to Section 5 or subsection 8(A)(2) or (3), above, the Professional shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the Professional considering the actual costs incurred by the Professional in performing work to date of termination, the value of the work that is nonetheless usable to the BEDC, the cost to the BEDC of employing another Professional to complete the work required and the time required to do so, and other factors that affect the value to the BEDC of the work performed at time of termination. In the event of termination that is not the fault of the Professional, the Professional shall be compensated for all basic, special, and additional services actually performed prior to termination, together with any reimbursable expenses then due.

Section 9. Indemnification. Professional shall indemnify and hold harmless the City of Bastrop, Texas, Economic Development Corporation and its officials, employees and agents (collectively referred to as “Indemnitees”) and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney’s fees) or liabilities

(collectively referred to as “Liabilities”) by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by Professional or Professional’s agent, consultant under contract, or another entity over which Professional exercises control (whether active or passive) of Professional or its employees, agents or sub-contractors (collectively referred to as “Professional”), (ii) the failure of Professional to comply with any of the paragraphs herein or the failure of Professional to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Professional expressly agrees to indemnify and hold harmless the Indemnitees, or any one of them, from and against all liabilities which may be asserted by an employee or former employee of Professional, or any of its sub-contractors, as provided above, for which Professional’s liability to such employee or former employee would otherwise be limited to payments under State Workers Compensation or similar laws. Nothing herein shall require Professional to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee’s own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Professional in performing Services under this Agreement.

For Professional Liability Claims, Professional shall be liable for reasonable defense costs incurred by Indemnitees but only after final adjudication and to the extent and percent that Professional or Professional’s agents are found negligent or otherwise at fault. As used in this Agreement, final adjudication includes any negotiated settlement and release of claims, without limitation as to when a negotiated settlement and release of claims occurs.

Section 10. Notices. Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party’s address for notice.

Section 11. No Assignment. Neither party shall have the right to assign that party’s interest in this Agreement without the prior written consent of the other party.

Section 12. Severability. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 13. Waiver. Either BEDC or the Professional shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 14. Governing Law; Venue. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Bastrop County, Texas, such that exclusive venue for any action arising out of this Agreement shall be in Bastrop County, Texas.

Section 15. Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 16. Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 17. Gender. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 19. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 20. Entire Agreement. It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Section 21. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

Section 22. Dispute Resolution. The parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the

dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than five (5) days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

Section 23. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code, Conflicts of Interest Questionnaire and Chapter 2252 of the Texas Government Code, Form 1295 Certificate of interested Parties online filing with the Texas Ethics Commission.

EXECUTED on this the _____ day of _____, 2017.

BEDC:

PROFESSIONAL:

By: _____
Name: Shawn Kirkpatrick
Title: Executive Director

By: _____
Name: Tracy A. Bratton
Title: Principal

ADDRESS FOR NOTICE:

BEDC:

PROFESSIONAL:

City of Bastrop Economic Development Corporation
Attn: Shawn Kirkpatrick, Executive Director

301 Highway 71 West, Suite 214
Bastrop, Texas 78602

Bowman Consulting Group, Ltd.

1120 S. Capital of Texas Hwy; Bldg 3-220
Austin, Texas 78746
[Click here to enter text.](#)

With a copy to:

BEDC Attorney
City of Bastrop Economic Development Corporation
Attn: Charles E. Zech
2517 N. Main Avenue
San Antonio, Texas 78212

Exhibit “A”
SCOPE OF WORK



WORK ORDER

Date: October 11, 2017

Bowman Consulting Group, Ltd.
1120 S. Cap. Of TX Hwy; Bldg 3-220
Austin, TX 78746
Phone: 512-327-1180

Bastrop Economic Development Corp.
301 Hwy 71 W, Suite 214
Bastrop, TX 78602
Phone:

Project Name:
Technology Drive Extension & Pond

Project # : 070206-01-005
Task # : See Below

SCOPE OF SERVICES AND FEES

TECHNOLOGY DRIVE EXTENSION

This work order covers the extension of Technology Drive from the intersection of Business Park Drive & Technology Drive to Mill Street. It includes the design and preparation of construction plans for the portion of Technology Drive (~1,100-ft), including associated storm, water and sanitary sewer line extensions. Additionally, it includes extension of water line approximately 900-ft to the Northeast corner of Lot 1-A, Block B and re-subdividing Lot 1A, Block D. It does not include designing a storm water detention pond and conveyance system in the northern portion of Lot A-1, Block D from Technology Drive to the railroad track culverts.

LOT 1-A, BLOCK B DETENTION POND

This work order covers design and preparation of construction plans for a detention pond to be located on Lot 1-A, Block B. It includes preparing a final hydrology study, detention pond and outfall structure design, construction plan documents and bid support. The scope of services outlined in this work order are based on the concept plan prepared by Bowman Consulting dated 8/2/2017.

Task 1001 - Engineering Design Survey

BCG will prepare engineering design survey for the proposed Technology Drive, water line route and drainage improvements (approximately 2,000 linear feet total).

- All services will be directed by a Texas Registered Professional Land Surveyor (R.P.L.S.)
- BCG will establish horizontal and vertical control and set two on site benchmarks for this project.
- The topographic survey will include all improvements such as driveways, concrete curbs, fences and visible utilities throughout the project area. BCG will perform an on the ground

topographic survey to sufficiently obtain elevations at 50-ft intervals and major grade breaks on the subject area.

- BCG field survey personnel (as differentiated from a qualified arborist) will tag and locate trees in 8 inches in diameter and greater as measured at 54 inches above ground level. A tree list with tag numbers, tree diameter, and species (common name) will be provided in an ASCII format file. Using the formula of 1 foot of crown radius for each inch of trunk diameter, the calculated canopy for all located trees will be shown on the drawing.

Utilizing AutoCAD Civil 3D digital terrain modeling program, a one-foot contour interval topographic map will be prepared for the project area. The topographic map will show the record tract boundaries (this scope does not include a complete boundary survey, visible improvements and visible utilities, trees and tree list, benchmarks and the contours.

- **Deliverables:** AutoCAD DWG file of entire lot and original hard copy signed and sealed by the responsible RPLS;
- **Schedule:** BCG will commence work within one week of receiving written authorization to proceed and deliver the completed survey product within two weeks.

Fee: \$7,500, (non-taxable service)

Task 1002 – Final Hydrology Study and Detention Pond/Outfall Structure Sizing

Bowman will finalize the preliminary hydrology study that was completed under a previous work order. Calculations will then be prepared to determine the detention pond volume and sizing of the outfall structure to appropriately attenuate the applicable design storms.

Fixed Fee: \$6,250

Task 1003 – Construction Plan Preparation

Bowman will prepare one set of infrastructure construction plan documents for the extension of Technology Drive and detention pond on Lot 1-A, Block B. Bowman will provide the following services in support of the construction plan documents for submittal to and review by the City of Bastrop:

- Design and preparation of plan/profile drawings for all streets, utilities, and storm channels
- Rational method calculations, street capacity calculations, and hydraulic modeling in support of the street and drainage design drawings
- Design and preparation of plan view drawings for all 8-in diameter (& smaller) water distribution mains; design and preparation of plan/profile drawings for all water distribution mains larger than 8-in diameter
- Design and preparation of plan/profile drawings for all wastewater collection mains
- Design and preparation of plan view drawings for erosion/sedimentation controls
- Preparation of drawings with relevant construction notes and details
- Location of street lighting (electrical design by others)
- Bowman will coordinate locations of sleeves and conduits for dry utility crossings with relevant dry utility companies. Dry utility design by others.
- Design of detention pond, outfall structure, headwalls, and / or spillway as needed based upon the results of Task 1002 above.
- Drainage report summarizing methodology and results of pond design.
- Preparation of SWPPP, NOI, and NOT on behalf of the BEDC.

Fixed Fee: \$77,000

Task 1004 – Construction Plan Processing & Approval

Bowman will submit the construction plans completed in Task 1 to City of Bastrop staff. Bowman will respond to engineering related comments received on the plans and obtain approval from City of Bastrop.
Hourly Estimate: \$6,500

Task 1005 – Bid Docs and Bidding Support

Bowman will prepare bid documents using BEDC or City of Bastrop template documents, conduct a pre-bid conference, answer bidder requests for information, review bids, and check contractor references on behalf of the BEDC. This task assumes that the BEDC will be responsible for any fees related to the bid advertisement(s).
Fixed Fee: \$6,000

Task 1006 – Meeting & Coordination & Owner's Representation

Bowman will provide qualified engineering /construction staff to represent the BEDC during construction of the project. This representation will review contractor schedules, assist the contractor in resolving issues that may arise during construction, and visually observe the construction. The estimate for these services was developed assuming observation of approximately 8 hours per week for a duration of 6 months.
Hourly Estimate: \$17,750

Exclusions:

- Environmental or Geotechnical Investigations/reports
- Platting Services, annexation/zoning changes
- Dry utility design
- Offsite design for utilities, stormwater, or other improvements not specifically described above
- Construction Monitoring of SWPPP
- Structural Design
- The scope of services assumes that the detention pond design provides a maximum embankment height of 6-ft and is not classified as a dam under TCEQ rules. (I.E. compliance with 30TAC Chapter 299 will not be required.)
- Surveying to confirm and determine the extent of and to assist the client in resolution of any boundary conflict or discrepancy found during the survey
- Any other service not specifically included within the above described Tasks.

The Client agrees to reimburse BCG for BCG's expenditures in the interest of the Project at the actual cost to Bowman Consulting Group plus 15%. The individual signing this work order form warrants that he/she has the authority to sign on behalf of the Client. Execution of this Work Order by an authorized representative of the Client constitutes authorization to proceed.

Bowman Consulting Group, Ltd.

By: Tracy A. Bratton

Name Tracy A. Bratton

Title Principal

Bastrop Economic Development Corp.

By: _____

Name Shawn Kirkpatrick

Title Executive Director

Date _____

Exhibit “B”
COMPENSATION

Fees for Reprographic, Delivery, Travel, and Other Services
Schedule "A"
 January 2017

Reprographic Services

B&W Photo Copies	\$0.35/sf
Color Photo Copies	\$0.50/sf
Printing (bond)	\$0.35/sf
Printing (mylar)	\$3.00/sf

Binding, Mounting and Folding of plan sets, reports, or drawings will be invoiced at our standard hourly rates. Copying of Plans that have been archived in storage is subject to a minimum archive retrieval fee of \$50 plus applicable reprographic feed above.

Delivery Services

In-house delivery services are invoiced at \$2.00 per mile (one way) and subject to a minimum \$20.00 charge for standard delivery during normal business hours. Rush services and times outside normal business hours are subject to a minimum \$20.00 surcharge.

Outsourced courier services (i.e. Federal Express, DHL, etc.) are invoiced at cost plus 15%.

Travel

Mileage for employee travel by car to facilitate the project including travel to the project site and for meetings with the client, project team, contractors, or governmental agencies will be invoiced at \$0.54 per mile.

Airfare and/or lodging to facilitate the project will be coordinated with the client in advance and will be invoiced at cost plus 15%.

Miscellaneous

Other costs associated with sub-consultants, specialty equipment, laboratory testing, field testing, tolls, parking or other miscellaneous items will be invoiced at cost plus 15%.

Hourly Rate Schedule "B"

January 2017

<u>CLASSIFICATION</u>	<u>HOURLY RATES</u>
Principal	\$205.00/HR
Department Executive	\$205.00/HR
Senior Project Manager.....	\$190.00/HR
Project Manager.....	\$170.00/HR
Senior Surveyor.....	\$150.00/HR
Project Surveyor.....	\$135.00/HR
Engineer I	\$125.00/HR
Engineer II.....	\$140.00/HR
Engineer III.....	\$155.00/HR
Designer I	\$120.00/HR
Designer II.....	\$135.00/HR
Designer III	\$145.00/HR
Project Coordinator.....	\$100.00/HR
CADD Drafter I	\$ 95.00/HR
CADD Drafter II	\$100.00/HR
CADD Drafter III.....	\$110.00/HR
Senior Environmental Scientist.....	\$145.00/HR
Environmental Scientist I.....	\$ 90.00/HR
Environmental Scientist II.....	\$105.00/HR
Environmental Scientist III.....	\$115.00/HR
Survey Technician I.....	\$ 95.00/HR
Survey Technician II.....	\$110.00/HR
Survey Technician III.....	\$125.00/HR
Survey Field Crew – 1 Man	\$125.00/HR
Survey Field Crew – 2 Man	\$150.00/HR
Survey Field Crew – 3 Man.....	\$195.00/HR
UAV Operation.....	\$180.00/HR
3D Scanning Crew.....	\$200.00/HR
3D Modeling Technician.....	\$120.00/HR
Machine Control Technician.....	\$125.00/HR
Survey Field Technician.....	\$ 60.00/HR
Depositions & Testimony.....	\$325.00/HR
Expert Witness/Research.....	\$250.00/HR
Administrative Professional.....	\$ 75.00/HR

TX

Exhibit “C”

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

The Professional shall comply with each and every condition contained herein. The Professional shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the BEDC. Any Subcontractor(s) hired by the Professional shall maintain insurance coverage equal to that required of the Professional. It is the responsibility of the Professional to assure compliance with this provision. The City of Bastrop Economic Development Corporation accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

1. The City of Bastrop Economic Development Corporation shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement.**
2. A waiver of subrogation in favor of The City of Bastrop Economic Development Corporation shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
3. All insurance policies shall be endorsed to the effect that The City of Bastrop Economic Development Corporation will receive at least thirty (30) days written notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name The City of Bastrop Economic Development Corporation as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
5. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
6. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Bastrop Economic Development Corporation of any material change in the insurance coverage.
7. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
8. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
9. Professional may maintain reasonable and customary deductibles, subject to approval by The City of Bastrop Economic Development Corporation.
10. Insurance must be purchased from insurers having a minimum A.M. Best rating of B+.
11. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05). Coverage must be written on an occurrence form.
12. Contractual Liability must be maintained covering the Professional’s obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
13. Upon request, Professional shall furnish The City of Bastrop Economic Development Corporation with certified copies of all insurance policies.

14. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Bastrop Economic Development Corporation within ten (10) business days after contract award and prior to starting any work by the successful Professional's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Bastrop Economic Development Corporation, all required endorsements identified in sections A, B, C and D above shall be sent to the City of Bastrop Economic Development Corporation. The certificate of insurance and endorsements shall be sent to:

City of Bastrop Economic Development Corporation

Attn: Shawn Kirkpatrick, Executive Director

301 Highway 71 West, Suite 214

Bastrop, Texas 78602

Exhibit “D”
EVIDENCE OF INSURANCE