

**NOTICE OF SPECIAL MEETING OF BOARD OF DIRECTORS OF
BASTROP ECONOMIC DEVELOPMENT CORPORATION (BEDC)**

Tuesday, October 31, 2017 – 10:00 A.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. EXECUTIVE SESSION

- 2.1. 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 551.087** – Deliberation regarding economic development negotiations related to ‘Project Be Well’.
- 2.2. 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.

3. PUBLIC COMMENT(S)

4. PUBLIC HEARINGS – The EDC Board will conduct public hearings to receive input from the general public on proposed economic development projects being considered by the BEDC: **(page 3)**

- 4.1. Infrastructure Project. Pursuant to LGC Section 501.103, the BEDC is proposing to expend Type B economic development funds for funding of an infrastructure improvement project consisting of the extension of Agnes Street and related drainage improvements necessary to promote or develop new or expanded business enterprises. Costs for this project are anticipated not to exceed \$1,200,000.
- 4.2. Performance Agreement. Pursuant to LGC Section 501.158, the BEDC is proposing to enter into a performance agreement with Seton Family of Hospitals (“Seton”) for the development and operation of a 20,000 square-foot limited service, short stay hospital with emergency room and medical offices facility (“hospital”) and for Seton’s contribution to the costs of drainage improvements necessary for both the aforementioned infrastructure project and the proposed hospital.
- 4.3. The Bastrop Economic Development Corporation Board of Directors will reconvene into open session to consider, discuss and take possible action concerning the above items.

5. REGULAR BUSINESS & PRESENTATIONS

- 5.1. Consideration, discussion and possible action on Resolution R-2017-0021 of the Bastrop EDC approving the terms of an Economic Development Performance Agreement with Seton Family of Hospitals; approving the terms of an agreement for construction of stormwater drainage improvements with Seton Family of Hospitals and 71 Retail Partners, LP; and authorizing all necessary actions, including execution of necessary documentation; and, providing an effective date. **(page 5)**

- 5.2. Consideration, discussion and possible action on Resolution R-2017-0022 of the Bastrop EDC approving the funding of the extension of the public road known as Agnes Street as an infrastructure improvement project; authorizing all necessary actions, including execution of necessary documentation; and, providing an effective date. **(page 10)**
- 5.3. Consideration, discussion and possible action on Resolution R-2017-0023 of the Bastrop EDC to enter into a Professional Services Agreement Contract with Bowman Consulting for the Agnes Extension Project. **(page 16)**

6. 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 27th 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: 4.0

AGENDA MEMORANDUM

Meeting Date: October 31, 2017

PUBLIC HEARINGS – Conduct public hearings to receive input from the general public on proposed economic development projects being considered by the BEDC:

- 4.1 Infrastructure Project. Pursuant to LGC Section 501.103, the BEDC is proposing to expend Type B economic development funds for funding of an infrastructure improvement project consisting of the extension of Agnes Street and related drainage improvements necessary to promote or develop new or expanded business enterprises. Costs for this project are anticipated not to exceed \$1,200,000.
- 4.2 Performance Agreement. Pursuant to LGC Section 501.158, the BEDC is proposing to enter into a performance agreement with Seton Family of Hospitals (“Seton”) for the development and operation of a 20,000 square-foot limited service, short stay hospital with emergency room and medical offices facility (“hospital”) and for Seton’s contribution to the costs of drainage improvements necessary for both the aforementioned infrastructure project and the proposed hospital.

Prepared by: Shawn Kirkpatrick, Executive Director

In order to fund the economic development performance agreement with Seton Family of Hospitals, the EDC is required to hold a Public Hearing.

Attachments:
[Public Hearing Notice]

Recommendation

None - no action required.

NOTICE OF PUBLIC HEARING
BASTROP ECONOMIC DEVELOPMENT CORPORATION
Bastrop City Hall, 1311 Chestnut Street, Bastrop, TX
Tuesday, October 31, 2017
10:00 a.m.

The Bastrop Economic Development Corporation, a non-profit 4B industrial development corporation (the "BEDC"), established under Article 5190.6, Sec. 4B, of the Texas Revised Civil Statutes, *et seq.* (now Local Government Code (LGC) Chapters 501 and 505, *et seq.*), will conduct Public Hearings at the BEDC Board of Director's Meeting on Tuesday, October 31, 2017, beginning at 10:00 a.m. in the City Council Chambers of City Hall, 1311 Chestnut Street, Bastrop, Texas, for the purpose of providing the general public with information concerning the proposed economic development projects being considered by the BEDC, and for receiving public input regarding same, as follows:

- 1) Infrastructure Project. Pursuant to LGC Section 501.103, the BEDC is proposing to expend Type B economic development funds for funding of an infrastructure improvement project consisting of the extension of Agnes Street and related drainage improvements necessary to promote or develop new or expanded business enterprises. Costs for this project are anticipated not to exceed \$1,200,000.
- 2) Performance Agreement. Pursuant to LGC Section 501.158, the BEDC is proposing to enter into a performance agreement with Seton Family of Hospitals ("Seton") for the development and operation of a 20,000 square-foot limited service, short stay hospital with emergency room and medical offices facility ("hospital") and for Seton's contribution to the costs of drainage improvements necessary for both the aforementioned infrastructure project and the proposed hospital.

For additional information please contact Shawn Kirkpatrick, Executive Director of the Bastrop Economic Development Corporation, at (512) 303-9700, between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.

Any member of the public who is interested in this proposed Economic Development Project is invited to attend the Board's open meeting and provide comment and input during the public hearing to the members of the BEDC Board, at that time.

I, Angela Ryan, Assistant Director of the Bastrop Economic Development Corporation, do hereby certify that this Notice of Public Hearing was posted on: (1) the bulletin board of the City Hall, 1311 Chestnut Street, Bastrop, Texas, (2) at the office of the BEDC, located at 301 Hwy 71 W, Suite 214, Bastrop, Texas, and/or (3) on the website of the BEDC at www.bastropedc.org, at places readily accessible to the general public at all times. Further, I certify that this Notice was published in the *Bastrop Advertiser* on October 28, 2017, and that notice of the meeting at which the public hearing will be held was posted in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, on or before 5:00 p.m. on October 27, 2017.

Angela Ryan
Angela Ryan
BEDC Assistant Director



Agenda Item: 5.1

AGENDA MEMORANDUM

Meeting Date: October 31, 2017

Agenda Item: Consideration, discussion and possible action on Resolution R-2017-0021 of the Bastrop EDC approving the terms of an Economic Development Performance Agreement with Seton Family of Hospitals; approving the terms of an agreement for construction of stormwater drainage improvements with Seton Family of Hospitals and 71 Retail Partners, LP; and authorizing all necessary actions, including execution of necessary documentation; and, providing an effective date.

Prepared by: Shawn A. Kirkpatrick, Executive Director

EDC Staff will brief the Board in Executive Session.

Attachments:
[Draft Resolution]

Recommendation

[Sample Motion] I move to approve Resolution 2017-0021.

RESOLUTION NO. R-2017-0021**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION APPROVING THE TERMS OF AN ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT WITH SETON FAMILY OF HOSPITALS; APPROVING THE TERMS OF AN AGREEMENT FOR CONSTRUCTION OF STORMWATER DRAINAGE IMPROVEMENTS WITH SETON FAMILY OF HOSPITALS AND 71 RETAIL PARTNERS, LP; AND AUTHORIZING ALL NECESSARY ACTIONS, INCLUDING EXECUTION OF NECESSARY DOCUMENTATION; AND, PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Bastrop Economic Development Corporation (“BEDC”) is a public instrumentality and non-profit industrial development corporation duly established and operating under 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, the BEDC Board has provided the BEDC staff with full authority to take reasonable and necessary actions to incentivize economic development in the City of Bastrop; and

WHEREAS, after careful evaluation and consideration by the Board, it has determined that a project proposed by Seton Family of Hospitals (“Project”) will: (i) provide additional jobs and capital investment; (ii) provide needed medical services which will encourage other business enterprises to locate in the area; and (iii) assist to facilitate to the completion of the Agnes Street infrastructure project approved by Resolution No. 2017-0022, by contributing to the funding of certain drainage improvements that are essential to the completion of the Agnes Street infrastructure project; and

WHEREAS, the Board has reviewed the terms and conditions of the proposed Economic Development Performance Agreement (“Agreement”) by and between the BEDC and Seton Family of Hospitals and determined that it fully complies with the statutory requirements that govern the BEDC and is in the best interest of the BEDC to enter such Agreement; and

WHEREAS, the Board has reviewed the terms and conditions of the proposed Agreement for Construction of Stormwater Improvements (“Construction Agreement”) by and between the BEDC, Seton Family of Hospitals and 71 Retail Partners, LP, and has determined that it fully complies with the statutory requirements that govern the BEDC and is in the best interest of the BEDC to enter such Agreement.

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

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

SECTION 2. The terms and conditions of the Agreement and the Construction Agreement, both of which are attached hereto as Exhibit “A,” are approved.

RESOLUTION NO. R-2017-0021

SECTION 3. The Board authorizes Chair Camilo Chavez and/or Executive Director Shawn Kirkpatrick to execute an Agreement and a Construction Agreement in substantial form with Exhibit "A" and take those actions, including the execution of all other agreements, instruments or documents reasonably necessary to facilitate the purpose of this Resolution.

SECTION 4. This Resolution is effective upon passage.

DULY RESOLVED AND ADOPTED by the Board of Directors of the Bastrop Economic Development Corporation, this 31st day of October 2017.

[SIGNATURE PAGE FOLLOWS]

DRAFT

RESOLUTION NO. R-2017-0021

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-2017-0021

Exhibit "A"

Economic Development Performance Agreement by and between the Bastrop Economic Development Corporation and Seton Family of Hospitals.

DRAFT



Agenda Item: 5.2

AGENDA MEMORANDUM

Meeting Date: October 31, 2017

Agenda Item: Consideration, discussion and possible action on Resolution R-2017-0022 of the Bastrop EDC approving the funding of the extension of the public road known as Agnes Street as an infrastructure improvement project; authorizing all necessary actions, including execution of necessary documentation; and, providing an effective date.

Prepared by: Shawn A. Kirkpatrick, Executive Director

This resolution approves construction of the Agnes Street/Home Depot Way Infrastructure Project.

Attachments:

[Draft Resolution]

[Preliminary Cost Estimate]

Recommendation

[Sample Motion] I move to approve Resolution 2017-0022.

RESOLUTION NO. R-2017-0022**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION APPROVING THE FUNDING OF THE EXTENSION OF THE PUBLIC ROAD KNOWN AS AGNES STREET AS AN INFRASTRUCTURE IMPROVEMENT PROJECT; AUTHORIZING ALL NECESSARY ACTIONS, INCLUDING EXECUTION OF NECESSARY DOCUMENTATION; AND, PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Bastrop Economic Development Corporation (“BEDC”) is a public instrumentality and non-profit industrial development corporation duly established and operating under 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, the Board finds that the extension of the public road known as Agnes Street, and the associated necessary drainage improvements, are “infrastructure” improvements as described in Texas Local Government Code Section 501.103; and

WHEREAS, the Board finds the aforementioned infrastructure necessary to promote or develop new or expanded business enterprises; and

WHEREAS, the Board finds the aforementioned infrastructure to be a “project” and the expenditures of BEDC funds in furtherance of the project to be authorized under Texas Local Government Code Section 501.103.

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

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

SECTION 2. The extension of the public road known as Agnes Street and the associated necessary drainage improvements, as shown on Exhibit “A” hereto, are approved as a project that shall provide infrastructure that shall promote or develop new business enterprises in the area.

SECTION 3. The Board authorizes the expenditure of an amount not to exceed \$1,200,000.00 in furtherance of the project identified in Section 2.

SECTION 4. The Board authorizes Chair Camilo Chavez and/or Executive Director Shawn Kirkpatrick to take all necessary actions, including the execution of an engineering consulting contract and a construction contract and all other agreements, instruments or documents reasonably necessary to facilitate the purpose of this Resolution.

SECTION 5. The authorization prescribed in Sections 3 and 4 shall not become effective until the proposed Economic Development Performance Agreement by and between the BEDC and Seton Family of Hospitals and the proposed Agreement for Construction of Stormwater Improvements Agreement by and between the BEDC, Seton Family of

RESOLUTION NO. R-2017-0022

Hospitals and 71 Retail Partners, LP, are fully executed and enforceable. In the event that the requirements of this Section are not fulfilled within thirty (30) days of the Effective Date hereto, this Resolution shall become void and shall be of no further effect or force.

SECTION 6. This Resolution is effective upon passage.

DULY RESOLVED AND ADOPTED by the Board of Directors of the Bastrop Economic Development Corporation, this 31st day of October 2017.

[SIGNATURE PAGE FOLLOWS]

DRAFT

RESOLUTION NO. R-2017-0022

BASTROP ECONOMIC
DEVELOPMENT CORPORATION

Camilo Chavez, Board Chair

ATTEST:

Sam Kier, Board Secretary

APPROVED AS TO FORM:

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

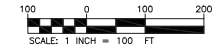
DRAFT

RESOLUTION NO. R-2017-0022

Exhibit "A"

Preliminary Agnes Street Extension and Drainage Estimate

DRAFT



PRELIMINARY

OPTION 1

WEST SIDE DRAINAGE PLANNING - MINOR ARTERIAL/COLLECTOR - TYPICAL SECTION	
ENGINEER'S OPINION OF PROBABLE COST	
GENERAL CONDITIONS/MASS GRADING	\$ 97,424
STREET IMPROVEMENTS	\$ 422,122
DRAINAGE IMPROVEMENTS	\$ 99,837
EROSION CONTROL & RESTORATION	\$ 41,581
TOTAL HARD CONSTRUCTION COST	\$ 653,964
15% CONTINGENCY	\$ 98,095
ENGINEERING/SURVEYING	\$ 78,476
TOTAL SOFT CONSTRUCTION COST	\$ 176,571
GRAND TOTAL	\$ 830,535

OPTION 2

WEST SIDE DRAINAGE PLANNING - TYPICAL URBAN SECTION	
ENGINEER'S OPINION OF PROBABLE COST	
GENERAL CONDITIONS/MASS GRADING	\$ 152,694
STREET IMPROVEMENTS	\$ 612,440
DRAINAGE IMPROVEMENTS	\$ 136,237
EROSION CONTROL & RESTORATION	\$ 78,703
TOTAL HARD CONSTRUCTION COST	\$ 980,074
15% CONTINGENCY	\$ 147,011
ENGINEERING/SURVEYING	\$ 117,609
TOTAL SOFT CONSTRUCTION COST	\$ 264,620
GRAND TOTAL	\$ 1,244,694

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER AUTHORITY OF EREN ULUSOY, P.E. 122168 ON 7/27/2017. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

CITY OF BASTROP
WEST SIDE DRAINAGE PLANNING

Bowman CONSULTING

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



Agenda Item: 5.3

AGENDA MEMORANDUM

Meeting Date: October 31, 2017

Agenda Item: Consideration, discussion and possible action on Resolution R-2017-0023 of the Bastrop EDC to enter into a Professional Services Agreement Contract with Bowman Consulting for the Agnes Extension Project.

Prepared by: Shawn A. Kirkpatrick, Executive Director

Bowman Consulting has submitted a Scope of Services to Construction Plans, Bid Docs and Bidding Support, and Meeting & Coordination & Owner's Representation. The total cost of engineering services is \$78,500.

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 2017-0023.

RESOLUTION NO. R-2017-0023**A RESOLUTION OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION
ENTERING INTO A PROFESSIONAL SERVICES AGREEMENT
WITH BOWMAN CONSULTING FOR THE AGNES STREET EXTENSION PROJECT.**

WHEREAS, the Bastrop Economic Development Corporation Board of Directors has found the Agnes Street Extension Project as an allowable project under Texas Local Government Code Chapter Section 501.103 through Resolution 2017-0022; 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 31st day of October 2017, by the Board of Directors of the Bastrop Economic Development Corporation.

[SIGNATURE PAGE FOLLOWS]

RESOLUTION NO. R-2017-0023

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-2017-0023

Exhibit "A"

Professional Service Agreements by and between the BEDC and Bowman Consulting for services related to the Agnes Street Extension Project (17 pages).

DRAFT

AGNES STREET EXTENSION 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: September 13, 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:
Agnes Street Extension

Project # : 070245-01-002
Task # : See Below

SCOPE OF SERVICES AND FEES

This work order covers the extension of Agnes Street from the intersection of Home Depot Way & State Highway 304 for approximately 2100 feet in the eastern direction. It includes the design and preparation of construction plans for the portion of Agnes Street, including associated storm structures. At this time the City's infrastructure plans do not call for water or sanitary sewers in this portion of Agnes. Therefore, this scope does not include water and sanitary sewer line extensions.

Task 1 – Construction Plan Preparation

Bowman will prepare one set of infrastructure construction plan documents for the extension of Agnes Street. Bowman will provide the following services in support of the construction plan documents for submittal to and review by the City of Bastrop:

- Prepare a schematic design of the ultimate 4-lane divided roadway. The schematic design will include plan view and sections at 300-ft intervals showing the ultimate condition of the Agnes Street extension
- Upon approval of the schematic design by the City Engineer, construction plans will be only for one side of the divided road (2-lanes). The construction plans for the initial 2-lanes will include provisions to accommodate the ultimate roadway (particularly storm drainage infrastructure).
- Design and preparation of plan/profile drawings for all streets, and storm structures
- 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 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.
- Preparation of SWPPP, NOI, and NOT on behalf of the BEDC.

Fixed Fee: \$54,000

Task 2 – 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: \$6,000

Task 3 – 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: \$4,000

Task 4 – 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 6 hours per week for a duration of 4 months.

Hourly Estimate: \$14,500

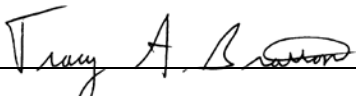
Exclusions:

- Environmental or Geotechnical Investigations/reports
- Platting Services, annexation/zoning changes
- Water and sanitary sewer design
- Dry utility design
- Offsite design for utilities, stormwater, or other improvements
- Construction Monitoring of SWPPP
- Structural Design

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.

Bastrop Economic Development Corp.

By: 
 Name Tracy A. Bratton
 Title Principal

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