

RESOLUTION NO. R-2024-0001

A RESOLUTION OF THE BOARD OF DIRECTIONS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION RECOMMENDING THE TERMINATION OF A PROFESSIONAL SERVICES AGREEMENT; 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 Texas Local Government Code, Chapters 501 and 505, et seq., as amended, known as the Development Corporation Act of 1979 (the “Act”); and

WHEREAS, the BEDC entered into a Professional Services Agreement with Doucet & Associates, Inc. (“Doucet”), a copy of which is attached hereto as Exhibit A, as a reference; and

WHEREAS, on or about January 19, 2024, a representative of BEDC provided notice to Doucet of its intent to terminate the Professional Services Agreement for convenience; and

WHEREAS, the BEDC recommends that the Professional Services Agreement be terminated for convenience by letter as shown in Exhibit B.

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

SECTION 1. The BEDC recommends that the Professional Services Agreement with Doucet & Associates, Inc., be terminated for convenience by letter agreement.

SECTION 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as part of the judgment and finding of the BEDC Board of Directors.

SECTION 3. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the BEDC hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 4. It is officially found, determined, and declared the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting including this Resolution, was given, as required by Chapter 551, Texas Government Code, as amended.

SECTION 5. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED on this ____ day of January 2024 by the Board of Directors of the Bastrop Economic Development Corporation.

RESOLUTION NO. R-2024-0001

BASTROP ECONOMIC
DEVELOPMENT CORPORATION

Ron Spencer, Board Chair

ATTEST:

Frank Urbanek, Board Secretary

APPROVED AS TO FORM:

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

DRAFT

RESOLUTION NO. R-2024-0001

**Exhibit A
Professional Services Agreement**

DRAFT

RESOLUTION NO. R-2022-0009

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION ENTERING INTO A PROFESSIONAL SERVICES AGREEMENT WITH DOUCET & ASSOCIATES FOR AN INFRASTRUCTURE PROJECT IN THE SOUTHERN UNDEVELOPED PORTION OF THE BASTROP BUSINESS AND INDUSTRIAL PARK; AUTHORIZING ALL NECESSARY ACTIONS, INCLUDING EXECUTION OF REQUIRED 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 is the current property owner of the majority of property (“Property”) located in the Bastrop Business and Industrial Park; and

WHEREAS, after careful evaluation and consideration by the Board on August 15, 2022, it determined that a project proposing to design and construct targeted infrastructure and improvements (“Project”) was 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, to fulfill its public purpose in attracting qualifying projects under Texas Local Government Code, Chapters 501 and 505 *et seq.*, as amended, the BEDC requires certain professional services, including without limitation, the contracting with and hiring of an engineering firm to perform certain engineering, design, permitting, and owner’s representation during the construction of the Project; and

WHEREAS, Doucet & Associates has proposed a Scope of Work for the preparation of construction plans, permitting and owner’s 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. The findings set out above are hereby found to be true and correct and are incorporated herein for all purposes.

SECTION 2. The BEDC hereby approves the terms of the Professional Services Agreement, attached hereto as Exhibit “A”, between BEDC and the Developer.

SECTION 3. The Board authorizes the BEDC Board Chair to take all necessary actions, including the execution of all necessary and related documentation to finalize the agreement.

RESOLUTION NO. R-2022-0009

SECTION 4. This Resolution is effective upon passage.

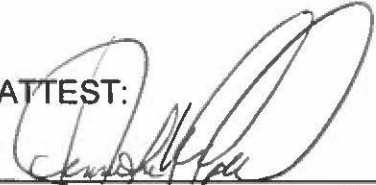
DULY RESOLVED AND ADOPTED by the Board of Directors of the Bastrop Economic Development Corporation, this 19th day of September 2022.

**BASTROP ECONOMIC
DEVELOPMENT CORPORATION**



Ron Spencer, Board Chair

ATTEST:



Jenn Wahl, Board Vice Chair

APPROVED AS TO FORM:



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

RESOLUTION NO. R-2022-0009

EXHIBIT "A"

Professional Services Agreement by and between the BEDC and Doucet & Associates for services related to a Bastrop Business & Industrial Park Infrastructure Project

**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 Doucet & Associates, Inc. (“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. The Professional’s liability under this Agreement is limited to a maximum of \$2,000,000.

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.

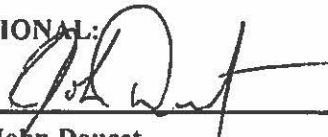
Section 23. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code, Conflicts of Interest Questionnaire and Chapter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

EXECUTED on this the 19 day of SEPTEMBER, 2022.

BEDC:

By: 
Name: RON SPENCER
Title: CHAIR BEDC

PROFESSIONAL:

By: 
Name: John Doucet
Title: Executive Vice President

ADDRESS FOR NOTICE:

BEDC:

City of Bastrop Economic Development Corporation

PROFESSIONAL:

Doucet & Associates, Inc.

Attn: Executive Director
301 Highway 71 West, Suite 214
Bastrop, Texas 78602

Attn: John Doucet
7401B Highway 71 West, Suite 160
Austin, TX 78735

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



DOUCET

7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601

Doucetengineers.com

June 24, 2022 (Original)
July 25, 2022 (Revision 1)
August 22, 2022

Ms. Jean Riemenschneider
Bastrop Economic Development Corporation
301 Highway 71 West, Suite 214
Bastrop, Texas 78602

Phone: (512) 332-8870

**Re: Proposal for Professional Engineering Services
Bastrop EDC Industrial Park
Bastrop, Bastrop County, Texas**

**Proposal: Technology and Jackson Street extension
DS 2014-005**

Dear Ms. Riemenschneider,

Doucet & Associates, Inc. (Doucet) is pleased to submit this proposal for professional services for the above referenced project.

Attached to this letter proposal are the Scope of Services and Compensation, Opinion of Probable Cost for Design and Construction of all required infrastructure improvements associated with the development of the southern portion of the Bastrop Industrial Park. Those improvements include water, wastewater, drainage, subsurface utility engineering and geotechnical. Additionally, we will assist the City with coordination with Franchise Utilities (Electric and Gas) if needed.

If our proposal is accepted, we will follow up with a signed PSA. If you have any questions regarding this proposal and the attachments, please feel free to contact me.

Doucet proposes to complete the scope of services a fee not to exceed \$1,618,403. Compensation for our services will be based on a time and material not to exceed \$1,618,403. Doucet will invoice monthly for only services (Time and Material) rendered. We can provide documentation to support our invoices upon request.

We appreciate the opportunity to provide this proposal and look forward to working with you and the rest of your team.

Sincerely,

David T. Speicher, PE, ENVSP
Director of Transportation and Public Works

TBPE Firm# 3937
TBPLS Firm# 10105800

COMMITMENT YOU EXPECT.
EXPERIENCE YOU NEED.
PEOPLE YOU TRUST.



SCOPE OF SERVICES

Based on our understanding of your needs at this time and the status of this project, we propose to provide the following specific services:

The project is for the design and construction management of the remainder of the southern portion of the Bastrop EDC industrial park. This includes the design of approximately 6,680 feet of roadway, 6,680 feet of water main, 8,180 feet of sanitary sewer (gravity), site grading, a lift station, and force main. Any changes to the Final Plat and/or drainage will be included in our submittals and are inclusive in our fees.

WORK TO BE PERFORMED

- Task 1. Project Management
- Task 2. Conceptual Roadway Design
 - 30 % DESIGN
- Task 3. Survey
- Task 4. Geotechnical
- Task 5. Subsurface Utility Engineering
- Task 6. Preliminary Design (60%)
- Task 7. Final Design (90%-100%)

1. PROJECT MANAGEMENT

Shall designate one Licensed Professional Engineer (Texas) to be responsible for the project management, and all communications with the Bastrop EDC and the City of Bastrop and its representatives.

1.1 External Meetings - 14 external meetings assumed:

- Attend a kickoff meeting and coordination/progress meeting with the Bastrop EDC and the City of Bastrop and its representatives and stakeholders, as necessary to communicate development of the project and design issues.
- Prepare agenda and sign-in sheets for external coordination/progress meetings conducted by Engineer.
- Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting conducted by the Engineer.
- Conduct internal coordination meetings as required to advance the development of the project.

1.2 Internal Team Meetings – As necessary



DOUCET

- Conduct internal coordination meetings as required to advance the development of the project.
- Prepare meeting minutes, prepare meeting minutes and file in project folder.

1.3 QA/QC

- Provide Quality Assurance and Quality Control by ensuring procedures are monitored and executed through a system of standardized internal processes. Projects are subjected to weekly sit-down reviews through mandated Project Manager meetings. These meetings detail the status of the project to ensure that Quality Milestones are met. Quality compliance is monitored through a visual management system designed to easily identify critical check points. A Constructability Review is also performed by a senior construction manager to ensure that each project is designed in a cost effective, buildable, and sustainable manner.

1.4 Communication & Reporting:

- Prepare and maintain routine project record keeping including records of meetings.
- Correspondence and coordination will be handled through & with the concurrence of the GEC.
- Manage Project activities (including documenting emails, phone, and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, correspond with the Bastrop EDC and the City of Bastrop and its representatives, and assist them and its representatives in preparing responses to Project-related inquiries.

1.5 ROW Update Meetings:

- Attend ROW coordination meetings as necessary to advance the development of the project.

1.6 Design Submittal Meetings:

- Conduct internal design review meetings, document, and make necessary corrections.
- Submit Designs and associated documents for external review.



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- Attend external design review meeting.

1.7 Prepare Monthly Progress Reports with Schedule and Invoicing:

- Submit monthly progress status reports to the board. Progress reports will include tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the Bastrop EDC and the City of Bastrop and its representatives. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.
- Prepare correspondence, invoices, and progress reports monthly in accordance with current City of Bastrop requirements.
- Maintain a project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables.

DELIVERABLES:

- Monthly Invoices and Progress Reports
- Meeting Minutes, Sign-In Sheets, and Agendas
- Project Schedule

2. Conceptual Design 30%

2.1 Hydrologic/Hydraulic Modeling:

- Update/revise H&H models as necessary to ensure latest data and information are incorporated into the models. Models are complete but will be updated accordingly

2.2 Geometrics Design

- Prepare geometrics per City of Bastrop standards and design criteria including proposed cross sections, typical sections, roadway centerline, proposed drainage structures, direction of flow and number of travel lanes, intersecting streets, property boundaries and information, ROW and easement locations, preliminary pavement section, driveway locations, horizontal alignment data, profile data, identification of known utilities.

2.3 Drainage Computations and Drainage Area Map:

- Update/Revise drainage area maps delineating drainage area boundaries based on USGS topographic maps, local contour maps, and/or field survey data.



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- Update/Revise hydraulic calculations for the design of drainage structures on the project and inclusion in the plans.
- Provide final drainage system plan.

2.4 Construction Schedule / OPCC

- Provide construction schedule and Opinion Probable Construction Cost.

2.5 Final Plat

- Provide boundary layouts
- Update/Revise Final Plat for the entire property

DELIVERABLES:

- Design submittal including cost estimate.
- Final Plat deliverables (Replat)

3 SURVEYING

3.1 Right of Entry:

- Prepare and mail right of entry letters per the City's standard for the project team including geotechnical and environmental. Send a second follow up letter to non-responsive property owners.

3.2 Field Surveying:

- Survey the remaining roadway corridors at approximately 50-foot sections 80-feet on either side of the existing roadway centerline including identify existing landowners, deed recordation information, locate any utilities and trees 12" inch diameter and greater, locate property boundaries sufficient to re-establish ROW.
- Establish horizontal and vertical control and set temporary benchmarks.



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- Develop up to 7 easements
- Does not include survey for offsite utilities and only includes the area associated with the roadway extension.

DELIVERABLES:

- Right of Entry Letters, Follow Up Letters, and Executed Right of Entry Documents.
- Mapping in 2-D and 3-D MicroStation Files
- DTM of Proposed Corridor
- Easements

4 GEOTECHNICAL

Our geotechnical subconsultants will perform a site visit prior to the initiation of the fieldwork to assess site conditions and observe dimensions that may affect the execution of the work. Any variations noted during our site visit that would impact the work scope, schedule, and/or fee presented in this proposal will be communicated to the CLIENT.

Based on the limited information provided, we propose to drill the borings to assess subsurface conditions along the proposed alignment. We anticipate that all borings will be accessible to a truck mounted drill rig.

Borings will be in the field utilizing site features and/or a handheld, recreational grade, GPS locator. The borings will be drilled utilizing conventional geotechnical drilling methods. Samples will be taken using conventional split-spoon and Shelby tube sampling techniques. Where penetration into water bearing granular soils is required, rotary-wash drilling techniques will be used. Soil samples collected during the exploration will be screened in the field utilizing a Photo-Ionization Detector (PID) and a Combustible Gas Indicator (CGI). If readings from these devices indicate potential environmentally impacted material, field operations will be stopped, and the CLIENT will be contacted. Environmental drilling, testing, waste characterization, and/or consulting are not included in our scope of services. Representative portions of samples will be sealed and packaged for transportation to our laboratory. The boreholes will be terminated at the scheduled termination depth. Immediately following drilling activities, water level readings, if encountered and prior to implementation of rotary-wash drilling techniques, will be recorded for the open boreholes.



DOUCET

5 SUBSURFACE UTILITY ENGINEERING

Our Subconsultant will perform SUE services for this project in general accordance with the recommended practices and procedures described in ASCE publication CI/ASCE 38-02 “Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data.” As described in the publication, four levels have been established to describe and depict the quality of subsurface utility information. The four quality levels are as follows:

Quality Level D (QL“D”) – Information obtained from existing utility records.

Quality Level C (QL“C”) – Surveyed data depicting visible above-ground features supplemented with QL“D” information.

Quality Level B (QL“B”) – Two-dimensional horizontal information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as “designating,” this level incorporates QL“C” information and provides horizontal positioning of subsurface utilities to within approximately 1.0 foot.

Quality Level A (QL“A”) – Three-dimensional horizontal and vertical information obtained through non-destructive vacuum excavation equipment to expose utilities at critical points. Also known as “locating,” this level incorporates QL“B” information and provides horizontal and vertical positioning of subsurface utilities to within approximately 0.05 feet.

Unless utilities are located, the site will utilize Quality Level B

6. PRELIMINARY DESIGN (60%)

Plans shall be prepared per City of Bastrop standards and criteria including applicable submittal requirements including cost estimate, checklists, hardcopies, CAD files, comment responses, design waivers/exceptions, general notes, quantities, updated design schedule, construction time determination.

6.1 Roadway Design (60%):

- Prepare horizontal and vertical alignment of the roadway and cross streets, existing and proposed typical sections, ultimate cross sections created at ultimate increments and at cross drainage structures.



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- Prepare project layout sheets that identify the project area and limits of work.
- Prepare Survey Data Sheets that clearly indicate benchmark locations and associated control information.
- Prepare Erosion Control sheets

6.2 Drainage:

- Design and detail storm sewer system, drainage outfalls, cross drainage structures, culverts, channels, roadside ditches, and erosion and sedimentation control.

6.3 Signage & Markings:

- Prepare signing and marking layout per Texas Manual of Uniform Traffic Control Devices (TMUTCD). Detail all non-standard signs or marking details as required for the project.

6.4 Traffic Control:

- If necessary - Prepare traffic control plan sequence of construction narrative, phase layout sheets, and detour layout as needed to direct traffic around construction activities per Texas Manual of Uniform Traffic Control Devices (TMUTCD).

6.5 Specifications

- Prepare draft specification list and compile specifications.

6.6 Estimate

- Prepare draft bid tabs with quantities and cost

DELIVERABLES:

- 60% PS&E Submittal

7 FINAL DESIGN

CONTINUATION OF DESIGN (90%, 100%, FINAL)



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7.1 Roadway Design:

- Prepare horizontal and vertical alignment of the roadway and cross streets, existing and proposed typical sections, ultimate cross sections created at ultimate increments, Erosion Control sheets and at cross drainage structures.
- Prepare project layout sheets that identify the project area and limits of work.
- Prepare Survey Data Sheets that clearly indicate benchmark locations and associated control information.

7.2 Drainage:

- Design and detail storm sewer system, drainage outfalls, cross drainage structures, culverts, channels, roadside ditches, and erosion and sedimentation control.

7.3 Signage & Markings:

- Prepare signing and marking layout per Texas Manual of Uniform Traffic Control Devices (TMUTCD). Detail all non-standard signs or marking details as required for the project.

7.4 Traffic Control:

7.5 Specifications

- Prepare draft specification list and compile specifications.

7.6 Estimate

- Prepare draft bid tabs with quantities and cost

DELIVERABLES:

- 90% -100% PS&E SUBMITTAL

Exhibit “B”
COMPENSATION



Schedule A

Doucet Fee Schedule (2022)

Personnel	Hourly Fee	Personnel	Hourly Fee
Principal Engineer (PE)	\$275.00	Principal Surveyor (RPLS)	\$270.00
Senior Project Manager	\$260.00	Project Manager (RPLS)	\$230.00
Project Manager	\$220.00	Project Surveyor	\$160.00
Senior Project Engineer (PE)	\$205.00	Survey Specialist	\$140.00
Project Engineer III	\$185.00	Survey Technician	\$115.00
Project Engineer II	\$175.00		
Project Engineer I	\$160.00	GIS Specialist	\$150.00
Engineer Associate III	\$150.00	GIS Technician	\$115.00
Engineer Associate II	\$140.00	LiDAR Specialist	\$140.00
Engineer Associate I	\$125.00	LiDAR Technician	\$110.00
		Aerial Mapping Specialist	\$140.00
Sr. Construction Manager	\$170.00	Aerial Mapping Technician	\$110.00
Sr. Construction Inspector	\$165.00	Utility Specialist	\$135.00
Construction Manager	\$115.00	Utility Technician	\$105.00
Construction Inspector	\$110.00		
		Field Coordinator	\$155.00
Sr. Civil Technician	\$155.00	Field Specialist	\$120.00
Civil Technician	\$135.00	Crew of 1	\$120.00
Assistant Civil Technician	\$125.00	Crew of 2	\$165.00
		Crew of 3	\$220.00
Senior Planner (AICP)	\$210.00	Project Manager - Environmental	\$180.00
Project Planner	\$160.00	Environmental Specialist	\$140.00
Project Technical Lead	\$160.00	Environmental Technician	\$115.00
Staff Planner	\$140.00		
Planning Technician	\$115.00	Division Administrator	\$115.00
		LiDAR Scanner	\$110.00
Project Coordinator	\$125.00	Drone	\$645.00
Sr. Operations Assistant	\$115.00		
Engineering Intern	\$85.00	Ground Targets	\$30/ea.
Operations Assistant	\$80.00	Concrete Monuments	\$270/ea.
		ATV/Boat/Sonar	\$110/day
Expert Witness	\$550.00	Mileage	\$0.575/mile

Doucet reserves the right to periodically adjust our fee schedule.

DA 2022A

**PROGRAM ESTIMATE
BASTROP EDC PHASE 2**

TYPE: PAVING AND DRAINAGE CONSTRUCTION CONSISTING OF GRADING, CONCRETE PAVEMENT,
DRAINAGE STRUCTURES, SIGNING, EROSION CONTROL MEASURES, WATERMAIN, SANITARY SEWER AND LIFT STATION

LENGTH: FEET = 6,680.00
MILES = 1.27

LIMITS: JACKSON ST. LCRA EASEMENT TO TECHNOLOGY ST- TECHNOLOGY DR. -PIPELINE EASEMENT TO PARCEL END

PREPARED BY: TYRONE HUTTON & DAVID SPEICHER

Date: 07/25/22

BID NO.	ITEM NO.	DESC NO.	SPEC NO.	DESCRIPTION	UNIT	QTY	PRICE	AMOUNT
1	100	6002		PREPARING ROW	STA	66.80	\$7,329.01	\$489,577.53
2	110	6001		EXCAVATION (ROADWAY)	CY	13660.00	\$7.67	\$104,772.20
3	132	6004		EMBANKMENT (FINAL)(DENS CONT)(TY B)	CY	20000.00	\$10.54	\$210,700.00
4	152	6001		ROAD GRADER WORK (ORD COMP)	STA	66.80	\$212.64	\$14,204.02
5	160	6003		FURNISHING AND PLACING TOPSOIL (4")	SY	16330.00	\$1.30	\$21,229.00
6	164	6035		DRILL SEEDING (PERM) (RURAL) (CLAY)	SY	16330.00	\$0.16	\$2,612.80
7	168	6001		VEGETATIVE WATERING	MG	328.00	\$13.06	\$4,282.04
8	169	6001		SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	16330.00	\$0.99	\$16,166.70
9	216	6001		PROOF ROLLING	HR	0.65	\$82.81	\$53.83
10	260	6002		LIME (HYDRATED LIME (SLURRY))	TON	248.00	\$222.38	\$55,150.24
11	260	6079		LIME TRT (SUBGRADE)(6")	SY	41814.00	\$2.61	\$109,134.54
12	310	6005		PRIME COAT (AE-P)	GAL	8083.00	\$3.84	\$30,998.31
13	360	6001		CONC PVMT (CONT REINF - CRCP) (7")	SY	32329.00	\$147.70	\$4,774,831.66
14	464	6026		RC PIPE (CL V)(24 IN)	LF	210.00	\$146.00	\$30,658.95
15	467	6006		SET (TY I) (24 IN) (4: 1) (C)	EA	10.00	\$2,778.52	\$27,785.15
16	500	6001		MOBILIZATION	LS	1.00	\$280,000.00	\$280,000.00
17				BONDS AND INSURANCES	LS	1.00	\$141,835.00	\$141,835.00
18				CONSTRUCTION SURVEY	LS	1.00	\$141,835.00	\$141,835.00
19	506	6003		ROCK FILTER DAMS (INSTALL) (TY 3)	LF	45.00	\$57.72	\$2,597.40
20	506	6011		ROCK FILTER DAMS (REMOVE)	LF	45.00	\$10.34	\$465.08
21	506	6020		CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	83.00	\$25.18	\$2,089.94
22	506	6024		CONSTRUCTION EXITS (REMOVE)	SY	83.00	\$7.67	\$636.61
23	506	6038		TEMP SEDMT CONT FENCE (INSTALL)	LF	13360.00	\$2.96	\$39,478.80
24	506	6039		TEMP SEDMT CONT FENCE (REMOVE)	LF	13360.00	\$0.83	\$11,088.80
25	506	6041		BIODEG EROSN CONT LOGS (IN STL) (12")	LF	60.00	\$5.04	\$302.10
26	529	6007		CONC CURB & GUTTER (TY I)	LF	13360.00	\$23.05	\$307,948.00
27	531	6016		CURB RAMPS (TY 21)	EA	4.00	\$1,934.31	\$7,737.22
28	644	6001		IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	6.00	\$617.90	\$3,707.37
29	690	6040		INSTALL OF CONTROL CABINET(GRND MNT)	EA	3.00	\$12,629.00	\$37,887.00
30	6295	6001		DECORATIVE LIGHTING ASSEMBLY	EA	32.00	\$2,600.00	\$83,200.00
31	7017	6005		SANITARY SEWER (8IN) (PVC) (C900)	LF	8180.00	\$94.76	\$775,136.80
32	7017	6108		SANITARY SEWER LATERAL (6")(PVC)	LF	700.00	\$68.58	\$48,006.00
33	7017	6125		MANHOLE (SAN SWR)(48 IN)	EA	15.00	\$5,000.00	\$75,000.00
34	7017	6158		SANITARY SEWER CLEANOUT	EA	20.00	\$40.00	\$800.00
35	7049	6007		WATER MAIN PIPE (PVC) (12-IN)	LF	6680.00	\$132.00	\$881,760.00
36	7049	6011		FIRE LINES (6-IN)	LF	300.00	\$86.00	\$25,800.00
37	7049	6076		SERVICE LINE (SHORT SIDE) (1-1/2"TO 2")	EA	7.00	\$2,305.27	\$16,136.89
38	7049	6077		SERVICE LINE (LONG SIDE) (1-1/2"TO 2")	EA	7.00	\$4,799.01	\$33,593.07
39	7049	6084		TAPPING SLEEVE AND VALVE (8IN X 16IN)	EA	7.00	\$293.63	\$2,055.41
40	7049	6104		FIRE HYDRANT ASSEMBLY	EA	23.00	\$6,326.07	\$145,499.50
41	7049	6162		GATE VALVE (12 IN)	EA	7.00	\$3,000.00	\$21,000.00
42	7100	6032		3" SCH 40 PVC CONDUIT	LF	6680.00	\$25.00	\$167,000.00
43				SECONDARY SERVICE PEDESTAL	EA	9.00	\$1,200.00	\$10,800.00
44				6" ELECTRICAL RIGID CONDUIT SLEEVES	LF	6680.00	\$35.00	\$233,800.00
45				LIFT STATION 40 GPM	EA	1.00	\$350,000.00	\$350,000.00
PROJECT TOTAL								\$9,739,353
15% CONSTRUCTION CONTINGENCY								\$1,460,903
CONSTRUCTION COST								\$11,200,256
ENGINEERING & DESIGN SURVEY								\$1,460,903
GEOTECHNICAL								\$80,000
SUBSURFACE UTILITY ENGINEERING								\$60,000
7 EASEMENTS								\$17,500
TOTAL ENGINEERING COST								\$1,618,403
GRAND TOTAL (includes contengency)								\$12,818,659

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: Executive Director
301 Highway 71 West, Suite 214
Bastrop, Texas 78602

Exhibit “D”
EVIDENCE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

Acct#: 1180481

DATE (MM/DD/YYYY)

10/18/2021

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

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

PRODUCER Lockton Companies, LLC 3657 Briarpark Dr., Suite 700 Houston, TX 77042	CONTACT NAME: 888-828-8365	
	PHONE (A/C, No. Ext):	FAX (A/C, No.):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Indemnity Insurance Co. of North America	43575
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
DOUCET & ASSOCIATES, INC.
7401 W US HIGHWAY 71 STE B180
AUSTIN, TX 78735-8264

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	C70042903	10/1/2021	10/1/2022	<input checked="checked" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

DOUCET & ASSOCIATES, INC.
7401 W US HIGHWAY 71 STE B180
AUSTIN, TX 78735

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/12/2021

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

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

Table with 2 main columns: PRODUCER (USI Southwest) and CONTACT NAME (USI Southwest). Includes phone and fax numbers. A sub-table lists INSURER(S) AFFORDING COVERAGE with NAIC #s for Continental Casualty, Beazley Insurance, and National Fire Insurance Co.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Main table listing insurance coverages: A COMMERCIAL GENERAL LIABILITY, C AUTOMOBILE LIABILITY, A UMBRELLA LIAB, B PROFESSIONAL LIAB. Includes columns for INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, and LIMITS.

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

Professional Land Surveyors, Inc.
Accusurve, Inc.
Earth Quest, Inc.

The General Liability policy(s) contain a blanket additional insured endorsement that provides additional insured status to the certificate when there is a written contract between the named insured and the (See Attached Descriptions)

Table with 2 columns: CERTIFICATE HOLDER (Doucet and Associates Inc.) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Includes signature of James E. Zimmerman).

DESCRIPTIONS (Continued from Page 1)

certificate holder that requires such status, but only in regard to work performed on or behalf of the named insured. The General Liability and Commercial Auto policy(s) contain a blanket waiver of subrogation endorsement that provides waiver of subrogation to the certificate holder when there is a written contract between the named insured and the certificate holder that requires such status, except where prohibited by law. The General Liability policy contains a blanket Primary and Non-Contributory endorsement in favor of the certificate holder when there is a written contract between the named insured and certificate holder that requires such status. The Umbrella policy is "follow-form" of the underlying General Liability and Commercial Auto Policy(s).

Description: ***FOR INFORMATION PURPOSES***

Exhibit B
Termination Letter

_____, 2024

VIA _____

Doucet & Associates, Inc.
Attn: John Doucet
Vice President, Operations
7401B Highway 71, Ste. 160
Austin, Texas 78735

Dear Mr. Doucet,

Please consider this correspondence as an exercise of the right by the Bastrop Economic Development Corporation and Doucet & Associates, Inc. to the Termination without Cause option pursuant to Section 8.A.4 of the Professional Services Agreement between the Bastrop Economic Development Corporation (“BEDC”) and Doucet & Associates, Inc. (“Doucet”), entered into on September 19, 2022. This letter initiates the thirty (30) day written notice requirement, and Doucet shall cease all operations of work being performed by Doucet or any of its subcontractors as of the effective date of termination.

In accordance with Section 7.B of the Agreement, the BEDC requests the orderly transfer of all completed or partially completed drawings, charts, calculations, plans, specifications, and any other materials or information produced as a result of or pertaining to the services rendered by Doucet at no additional cost to the BEDC. Any record transfer shall be completed within thirty (30) calendar days of this written request by the BEDC and shall be completed at Doucet’s sole cost and expense. Payment of compensation due or to become due is conditioned upon delivery of all documents, as requested. Doucet shall submit to City its claim for any monies owed by City for services performed under this Agreement through the effective date of termination within forty-five (45) calendar days of termination.

This termination shall not be deemed an election of BEDC’s remedies nor limit in any way at law or equity BEDC’s right to seek any damages for any cause of action and all such rights are hereby reserved.

Very Truly Yours,

Ron Spencer, Board Chair
Bastrop Economic Development Corporation