

RESOLUTION NO. R-2025-149

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE BASTROP ECONOMIC DEVELOPMENT CORPORATION'S EXPENDITURE FOR PROFESSIONAL GRANT WRITING SERVICES WITH INTERNATIONAL CONSULTING ENGINEERS (ICE) IN THE AMOUNT OF EIGHT THOUSAND DOLLARS (\$8,000) PLUS SIX PERCENT (6%) SUCCESS FEE; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; AND ESTABLISHING 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, to fulfill its public purpose in attracting qualifying projects, the BEDC requires certain professional services, including without limitation, the contracting with and hiring of a firm to assist the BEDC with pursuing grant opportunities; and

WHEREAS, the BEDC Board of Directors took formal action at the board meeting of August 18, 2025, to authorize the BEDC staff to enter into a contract with International Consulting Engineers (ICE), in the amount of Eight Thousand Dollars (\$8,000) plus a six percent (6%) success fee; and

WHEREAS, the City has reviewed the August 18, 2025, actions of the BEDC related to the expenditure noted herein, has considered and evaluated it, and has found it meritorious of the City Council's authorization and approval.

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, THAT:

Section 1. Findings and Determination. The City Council hereby finds and determines that it is in the best interest of the BEDC and the City to authorize funding for the grant writing services for the BEDC.

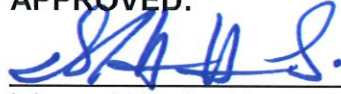
Section 2. Authorization of Expenditure. The City Council of the City of Bastrop, Texas, hereby authorizes the funding for grant writing services.

Section 3. Open Meeting. The City Council hereby finds and determines that the meeting at which this Resolution was passed was open to the public, and public notice of the time, place and purpose at which it was read was given in accordance with Chapter 551, Texas Government Code.

Section 4. This Resolution shall take effect immediately upon its passage, and it is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 26th day of August 2025.

APPROVED:



Ishmael Harris, Mayor

ATTEST:



Michael Muscarello, City Secretary

APPROVED AS TO FORM:



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



RESOLUTION NO. R-2025-0012

A RESOLUTION OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION (BEDC) APPROVING AN AGREEMENT FOR GRANT WRITING SERVICES WITH INTERNATIONAL CONSULTING ENGINEERS (ICE) IN THE AMOUNT OF \$8,000 PLUS SIX PERCENT (6%) SUCCESS FEE; AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO EXECUTE ALL NECESSARY DOCUMENTS; 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, 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 a grant writing firm to assist the BEDC in applying for grants; and

WHEREAS, ICE is on the City of Bastrop's Indefinite Delivery, Indefinite Quantity ("IDIQ") engineering services list; and

WHEREAS, the BEDC Board has previously given its approval to seek out and obtain a grant writing firm using the IDIQ list; and

WHEREAS, after careful evaluation and consideration by the Board, it has determined that these services and this support can be provided most beneficially, efficiently and economically under an agreement ("Agreement") with International Consulting Engineers (ICE), in the amount of \$8,000 plus a six percent (6%) success fee, to be executed by the Interim Executive Director on behalf of the BEDC.

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

SECTION 1. The Board hereby approves Agreement attached hereto and incorporated herein as Exhibit "A" and further authorizes the Interim Executive Director to execute all necessary documents and take all other actions to implement said Agreement.

SECTION 2. This Resolution is effective upon passage.

SECTION 3. It is hereby officially found and determined that the meeting at which the Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

[SIGNATURE PAGE FOLLOWS]

RESOLUTION NO. R-2025-0012

BASTROP ECONOMIC
DEVELOPMENT CORPORATION



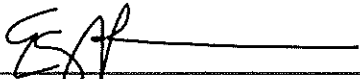
Ron Spencer, Board Chair

ATTEST:



Frank Urbanek, Board Secretary

APPROVED AS TO FORM:



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

RESOLUTION NO. R-2025-0012

Exhibit "A"

**Agreement Between the Bastrop Economic Development Corporation
and International Consulting Engineers (ICE)**

**BASTROP ECONOMIC DEVELOPMENT CORPORATION
STANDARD CONTRACT FOR
PROFESSIONAL ENGINEERING SERVICES**

This *Standard Contract for Professional Engineering Services* ("Contract") is entered by and between the **Bastrop Economic Development Corporation**, a Texas Non-Profit Corporation (the "BEDC"), and International Consulting Engineers, a Limited Liability Company (the "Contractor"), and together with the BEDC jointly referred to as the "Parties."

NOW, THEREFORE, the Bastrop Economic Development Corporation and the Contractor hereby agree to the Contract as follows:

I. General Information and Terms.

A. Contractor's Name and Address.

Contractor: International Consulting Engineers
Point of Contact: Jesus J. Jimenez, P.E, CFM
Address: 261 Saratoga Blvd.
Corpus Christi, TX 78417
Email: JJ@icengineers.net
Phone: 361-826-5805

B. General Description of Services.

This Contract is for the provision by the Contractor to the BEDC of engineering services related to preliminary engineering design, as required by the grant, and grant writing services as follows ("Services"): comprehensive grant services, including writing, researching, applying, and administration, if awarded, to support the Bastrop Industrial Park Infrastructure Development.

C. Maximum Contract Amount. \$8,000 plus 6% Success Fee

(1) Initial Administrative Fee: \$8,000

This fee covers the costs of preparing the grant application, including budget preparation, project planning, initial reporting requirements, and submittal. Submittal may require EDC/City assistance.

(2) Success Fee: 6% of the total grant amount

This fee is contingent upon the successful award of the grant and covers the ongoing administrative support throughout the project duration, including compliance monitoring, progress reporting, and financial oversight.

The BEDC makes no guarantee of volume, usage, or total compensation to paid to the Contractor under this Contract. Payments per project may be negotiated and agreed to by subsequent addendums to this Scope of Services under this Contract, if any, duly executed by the Parties.

- D. Effective Date. On the latest of the dates signed by both Parties.
- E. Term; Termination Date. This Contract shall be for a term of 5 years from the Effective Date or the completion of the services whichever occurs first, unless extended by a duly executed agreement of the Parties, or otherwise terminated in accordance with Section II.D. below.
- F. Contract Parts. This Contract consists of the following parts:
 - I. General Information and Terms
 - II. Standard Contractual Provisions
 - III. Additional Terms or Conditions
 - IV. Additional Contract Documents
 - V. Signatures

II. Standard Contractual Provisions.

- A. Contractor's Services. The Contractor will provide to the BEDC the Services described in the Scope of Services, Exhibit A-2 ("Scope of Services", also referred to as the "Work" or the "Project"), attached and incorporated herein to this Contract under the terms and conditions of this Contract. The Scope of Services shall identify the scope of the Project, including requirements for meetings and Project milestones, and shall specify the compensation for the Project. Subsequent addendums to the Scope of Services under this Contract, if any, must be duly executed by the Parties and total compensation is subject to the Maximum Contract Price in Section I.C. above.
- B. Billing and Payment. The Contractor will bill the BEDC for the Services provided, with invoices issued at intervals of at least 30 days, except for the final invoice. The BEDC will pay the Contractor within 30 days of receipt of the Contractor's invoices for the Services provided for in this Contract with current revenues available to the BEDC, but all of the BEDC's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the Government Code. The BEDC shall have the right to withhold payment, or any part thereof, of any invoice presented by the Contractor until resolution providing reasonable verification of the correctness thereof is reached. The BEDC shall notify the Contractor, in writing, of the disputed amount within 30 days. The BEDC is not liable to the Contractor for any taxes which the BEDC is not liable for by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any bill.
- C. Executed Contract. The "Notice to Proceed" will not be given nor shall any Services commence until this Contract is fully executed and all exhibits and other attachments are completely executed and attached to this Contract.
- D. Termination Provisions.

- (1) Unless terminated earlier as allowed by this Contract, this Contract terminates:
 - (a) On the termination date, if any, specified in the General Information in Part I, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or
 - (b) If there is no termination date specified in the General Information in Part I, the Contract terminates when both parties have completed all their respective obligations under the Contract.
 - (2) The BEDC Executive Director may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than five (5) business days prior to the termination date, but the BEDC will pay the Contractor for all Services rendered in compliance with this Contract up to the date of termination. The BEDC may terminate the Contract anytime if the BEDC does not have available funds pursuant to Texas Government Code Chapter 2251.
 - (3) If the BEDC does not appropriate funds to make any payment for a fiscal year after the BEDC's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution).
- E. Delays. Contractor shall have no damages for delay or hindrance. In the event of delay or hindrance not the fault of Contractor, an extension of time shall be the Contractor's sole remedy.
- F. Independent Contractor. It is understood and agreed by the Parties that the Contractor is an independent contractor retained for the Services described in the Scope of Services, Exhibit A-2, attached and incorporated herein. The BEDC will not control the manner or the means of the Contractor's performance but shall be entitled to work product as detailed in the Exhibit A-2. The BEDC will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture. The Services performed by the Contractor under this Contract are solely for the benefit of the BEDC. Nothing contained in this Contract creates any duties on the part of the Contractor toward any person not a party to this Contract. No person or entity not a signatory to this Contract shall be entitled to rely on the Contractor's performance of its Services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.
- G. Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The BEDC shall have no responsibility to any subcontractor employed by Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the BEDC

for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the BEDC.

- H. Assignment. The Contractor may not assign this Contract without the BEDC's prior written consent.
- I. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Bastrop County, Texas.
- J. Entire Contract. This Contract represents the entire Contract between the BEDC and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.
- K. Dispute Resolution Procedures. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.
- L. Attorney's Fees. Should either party to this Contract bring suit against the other party for any matter relating to this Contract, the prevailing Party shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- M. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE BEDC, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY, INCLUDING REIMBURSEMENT OF REASONABLE ATTORNEY'S FEES AND COSTS IN PROPORTION OF CONTRACTOR'S LIABILITY, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT ACT, ERROR, OR WILLFUL MISCONDUCT OF THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, OR ANYONE WHOM THE CONTRACTOR IS LEGALLY LIABLE FOR UNDER THIS CONTRACT.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES WHETHER UNDER BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, ENHANCED, TREBLE (OR STATUTORY EQUIVALENT), OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY OR LOSS OF PROSPECTIVE REVENUE, ARISING OUT OF THIS AGREEMENT OR ANY WORK OR SERVICES PERFORMED OR TO BE PERFORMED HEREUNDER.

- N. RELEASE. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE BEDC, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON, AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, OR ALLEGED TO BE CAUSED BY, THE NEGLIGENCE, RECKLESSNESS, OR WILLFUL MISCONDUCT OF CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS.
- O. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.
- P. Conflicting Provisions. If there is a conflict between a provision in the Contractor's Additional Contract Documents and a provision in the remainder of this Contract, the latter controls.
- Q. Documents and Data, Licensing of Intellectual Property, and Copyright. All Work progress and final documents and data produced by Contractor during the term of the Contract shall be and remain the property of the BEDC. For purposes of this Contract, the term "Documents and Data" include any original work ("the Work"), reports, analyses, plans, drawings, designs, renderings, specifications, notes, summaries, charts, schedules, spreadsheets, calculations, lists, data compilations, documents, or any other material developed and assembled by or on behalf of the BEDC in the performance of this Contract. It also includes any medium in which the Documents and Data are kept, including digitally, magnetically, or electronically. This Contract creates at no cost to the BEDC, a perpetual license for the BEDC to use any picture, video, music, brochure, writing, trademark, logo, or other work created by the Contractor for the use of the BEDC, as a "work made for hire" as defined by federal copyright law. The BEDC, as the author and owner of the copyright to the Work, may alter, reproduce, distribute, or make any other use of the Work as it deems appropriate.
- R. Standard of Care for Architects and Engineers. Consistent with Texas Local Government Code Section 271.904, Services must be performed: (1) with the professional skill and care ordinarily provided by competent licensed engineers or registered architects practicing in the same or similar locality and under the same or similar circumstances and professional license; and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent licensed engineer or registered architect.
- S. Disclosure of Interested Persons for Council-Approved Contracts. Contracts that require BEDC Board and City Council approval, such as contracts that exceed \$10,000, are subject to the requirements of Section 2252.908, Tex Gov't Code. Under the provisions of this statute:
- (1) The BEDC may not enter into a contract with a business entity that requires City Council approval unless the business entity submits a disclosure of interested

persons at the time the business entity submits a signed contract to the BEDC;

(2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission), attached and incorporated herein as Exhibit A-1, that includes:

(a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and

(b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

T. Compliance with Laws. The Contractor must comply with the federal, state, and local laws, rules and regulations applicable to the Project and its services under this Contract.

U. Compliance with Other Texas Governmental Procurement Verifications. The Contractor shall comply with the other governmental procurement requirements for certain verifications by executing the verification attached hereto as Exhibit A-3.

V. Public Information Act. The Contractor acknowledges that the Projects under this Contract will be publicly owned and the BEDC is subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code Chapter 552). As part of its obligations within the Contract Documents, Contractor agrees, at no additional cost to the BEDC, to cooperate with the BEDC for any particular needs or obligations arising out of the BEDC's obligations under the TPIA. The Contractor shall specifically and conspicuously mark in red any trade secrets or confidential information provided to the BEDC to identify the information as such. The Bastrop Economic Development Corporation will follow all requirements and procedures in the Texas Public Information Act when responding to requests for disclosure of documents.

This provision applies if a Contract has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the BEDC or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the BEDC in a fiscal year of the BEDC. Contract must:

(1) preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the BEDC for the duration of the Contract;

(2) promptly provide to the BEDC any contracting information related to the Contract that is in the custody or possession of the entity on request of the BEDC; and

(3) on completion of the Contract, either:

(i) provide at no cost to the BEDC all contracting information related to the Contract that is in the custody or possession of the entity; or

- (ii) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the BEDC.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

III. Additional Terms or Conditions.

A. Insurance.

At all times this Agreement is in effect, Contractor shall maintain insurance of the types and amounts as those required in Exhibit B-1. All of Contractor's insurance policies in any way relating to the Work, whether or not required by this Agreement and regardless of the enforceability or validity of any of the indemnities or other assumptions of liability by Contractor, shall, to the full coverage limits of all such policies without any limitations based on the minimum requirements set forth above: (a) other than the workers' compensation insurance, name BEDC as additional insureds on a broad form basis with such additional insured coverage including coverage for the sole or concurrent negligence of the additional insured and not being restricted to (i) "ongoing operations," (ii) coverage for vicarious liability, or (iii) circumstances in which the named insured is partially negligent; (b) provide for waiver of all rights of subrogation against BEDC and the other members of BEDC Group; and (c) be primary and noncontributory as to all other policies (including any deductibles or self-insured retentions) and self-insurance that may provide coverage to any member of BEDC Group, and shall be fully applied and exhausted before application of any applicable indemnity obligations of BEDC or of any applicable insurance coverage provided by BEDC or any other member of BEDC Group.

B. Audit.

Contractor shall, and shall ensure that its affiliates, subsidiaries, contractors, subcontractors, consultants, agents, and any other person associated with Contractor including those in Contractor Group, keep full and accurate books and records with respect to all Work performed, and all payments and expenditures in connection with this Agreement. The records to be maintained and retained by Contractor Group shall include, without limitation, (a) payroll records accounting for total time distribution of Contractor's employees working full or part time on the Project, as well as canceled payroll checks or signed receipts for payroll payments in cash; (b) invoices for purchases, receiving and issuing documents, and all other unit inventory records for Contractor's stores, stock, or capital items; (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other Third Parties' charges, including, but not limited to, equipment rental; (d) travel and entertainment documentation, including, but not limited to, employee expense reports and Contractor facility usage reports; and (e) all field tickets or similar documentation evidencing the Work. The BEDC shall have the right at all reasonable times, for a period of five (5) years from the completion of the Work, to audit and inspect such books and records (excluding trade secrets, formulas, confidential data, proprietary information, or processes).

C. Reports of Incidents.

Within twenty-four (24) hours upon occurrence, Contractor shall provide in writing to the BEDC notice and details of any accidents or occurrences resulting in injuries to persons, property, or pollution arising in any way out of or related to the Work whether done by Contractor or any subcontractor of Contractor or any other member of Contractor Group performing Work pursuant to this Contract. Contractor shall provide in writing within twenty-four (24) hours of any claim, demand, or suit that may be presented to or served upon it arising out of or as a result of Work.

IV. Additional Contract Documents.

The following documents attached to this Contract are part of this Contract:

- EXHIBIT A-1: Certificate of Interested Parties (1295 Form)
- EXHIBIT A-2: Scope of Work
- EXHIBIT A-3: Texas Governmental Procurement Verifications
- EXHIBIT B-1: Requirements for General Services Contract

[Signatures on following page.]

V. Signatures.

CONTRACTOR: INTERNATIONAL
CONSULTING ENGINEERS

BASTROP ECONOMIC
DEVELOPMENT CORPORATION

By: 

Printed Name: Jesus J. Jimenez, P.E., CFM

Title: Principal/CEO

Date: 08/01/25

By: 

Printed Name: Sylvia Carrillo Trevino

Title: City Manager

Date: 8/27/2025

EXHIBIT A-1

**Certificate of Interested Persons with Certification of Filing
(Form 1295)**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

International Consulting Engineers (ICE)
Corpus Christi, TX United States

Certificate Number:
2025-1343900

Date Filed:
07/30/2025

Date Acknowledged:

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

Bastrop Economic Development Corporation

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

07-2025
Professional Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Jimenez, Jesus	Corpus Christi, TX United States	X	

5 Check only if there is NO Interested Party.

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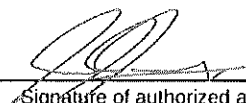
6 UNSWORN DECLARATION

My name is Jesus J. Jimenez, and my date of birth is 12/05/1975.

My address is 8101 Corinth Dr., Corpus Christi, TX, 78413, USA.
(city) (state) (zip code) (country)

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

Executed in Nueces County, State of Texas, on the 31 day of July, 20 25.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT A-2

Scope of Services

1. Identify and apply for Economic Development Grant Opportunities for the City of Bastrop EDC, incorporating feedback from stakeholders.
2. Prepare technical information and cost estimates as needed for grant applications
3. Prepare drawings/sketches/ 3-D renderings as needed for grant submissions
4. Coordinate with Bastrop EDC and city staff as needed to obtain data necessary for grant submission
5. Prepare by-weekly or monthly grant status update
6. Upon grant award, assist with grant administration tasks such as budget tracking, progress reporting, and compliance with funder requirements.
7. Attend city council and/or EDC meetings as needed

EXHIBIT A-3

Texas Governmental Procurement Verifications

A. No Boycott of Israel.

Pursuant to Section 2270.0002, Texas Government Code, the Contractor hereby verifies and represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott the State of Israel ("Israel") and, will not boycott Israel during the term of this Contract. The foregoing verification, including the associated affirmation under penalty of perjury that is appended to this Contract and which is hereby incorporated into this Contract, is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

The Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

B. The Contractor is not a Terrorist Organization.

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the Contractor represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified as a terrorist or similar organization or nation-state on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Contractor and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Owner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

C. Verification Regarding Energy Company Boycotts.

To the extent this Contract constitutes a contract for goods or services for which a written verification is required under Section 2276.002, Texas Government Code, the Contractor hereby verifies and represents that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Contract. The foregoing verification, including the associated affirmation under penalty of perjury that is appended to this Contract, and which is hereby incorporated into this Contract, is made solely to comply with Section 2276.002, Texas Government Code, as amended, to the extent Section 2276.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001(1), Texas Government Code. The Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

D. Verification Regarding Discrimination Against Firearm Entity or Trade Association.

To the extent this Contract constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, the Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any,

- (1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
- (2) will not discriminate during the term of this Contract against a firearm entity or firearm trade association.


The foregoing verification, including the associated affirmation under penalty of perjury that is appended to this Contract and which is hereby incorporated into this Contract, is made solely to comply with Section 2274.002, Texas Government Code to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code. The Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

[Verification on following page.]

VERIFICATION

State of Texas §
County of Bastrop §

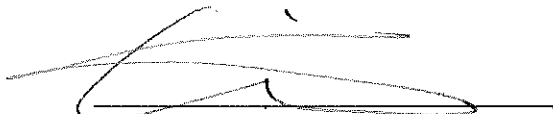
The undersigned hereby affirms under penalty of perjury that they are the authorized representative and agent of the Contractor for the purpose of making this verification, and that all representations in the foregoing Exhibit A-3, incorporated into the Contract by this reference, are true.


Agent's Signature

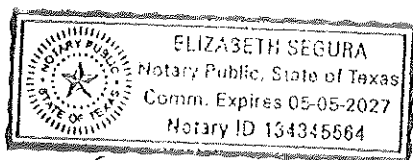
Printed Name: Jesus J. Jimenez, P.E., CFM Title: Principal/CEO

Contractor: International Consulting Engineers

On this date personally appeared before me the above-named representative and agent of Contractor, who was known to or satisfactorily identified me, and affirmed under penalty of perjury that all representations in the foregoing Exhibit A-3 are true.


Notary Public

08/01/25
Date



Exp. 05/05/27

EXHIBIT B-1

REQUIREMENTS FOR GENERAL SERVICES CONTRACT

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the BEDC, including any delay periods. If the Project is not finalized and the insurance expires, Contractor is obligated to extend the insurance coverage. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The 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, Contractor shall specifically endorse applicable insurance policies as follows:

- A. The Bastrop Economic Development Corporation shall be named as an additional insured with respect to General Liability and Automobile Liability on a separate endorsement.
- B. A waiver of subrogation in favor of The Bastrop Economic Development Corporation shall be contained in the Workers' Compensation and all liability policies and must be provided on a separate endorsement.
- C. All insurance policies shall be endorsed to the effect that The Bastrop Economic Development Corporation will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.
- D. All insurance policies, which name The 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.
- E. **Consistent with Chapter 1811 of the Texas Insurance Code, the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
- F. All insurance policies shall be endorsed to require the insurer to immediately notify The Bastrop Economic Development Corporation of any material change in the insurance coverage.
- G. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
- H. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- I. Contractor may maintain reasonable and customary deductibles, subject to approval by The Bastrop Economic Development Corporation.
- J. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
- K. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2016/03) Coverage must be written on an occurrence form.
- L. Contractual Liability must be maintained covering the Contractor'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.

- M. Upon request, Contractor shall furnish The Bastrop Economic Development Corporation with certified copies of all insurance policies.
- N. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the Bastrop Economic Development Corporation within ten (10) business days after contract award and prior to starting any work by the successful contractor'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 Bastrop Economic Development Corporation, all required endorsements identified in sections A, B, C and D, above shall be sent to the Bastrop Economic Development Corporation. The certificate of insurance and endorsements shall be sent to:

**Bastrop Economic Development Corporation
1311 Chestnut Street
Bastrop, TX 78602**

INSURANCE REQUIREMENTS

Items marked "X" are required to be provided if award is made to your firm.

Coverages Required & Limits (Figures Denote Minimums)

 X Workers' Compensation Statutory limits, State of Texas

 X Employers' Liability \$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate

 X Commercial General Liability:

	<u> </u> Very High/High Risk	<u> X </u> Medium Risk	<u> </u> Low Risk
Each Occurrence	\$1,000,000	\$500,000	\$300,000
Fire Damage	\$300,000	\$100,000	\$100,000
Personal & ADV Injury	\$1,000,000	\$1,000,000	\$600,000
General Aggregate	\$2,000,000	\$1,000,000	\$600,000
Products/Compl Op	\$2,000,000	\$500,000	\$300,000
XCU	\$2,000,000	\$500,000	\$300,000

 X Automobile Liability: (Owned, Non-Owned, Hired and Injury & Property coverage for all)

<u> </u> Very High/High Risk	<u> X </u> Medium Risk	<u> </u> Low Risk
Combined Single Limits	Combined Single Limits	Combined Single Limits
\$1,000,000 Bodily	\$500,000 Bodily	\$300,000 Bodily

 Garage Liability for BI & PD
 \$1,000,000 each accident for Auto
 \$1,000,000 each accident Non-Auto
 \$2,000,000 General Aggregate

 Garage Keepers Coverage (for Auto Body & Repair Shops)
 \$500,000 any one unit/any loss and \$200,000 for contents

 Umbrella each-occurrence with respect to primary Commercial General Liability, Automobile Liability, and Employers Liability policies at minimum limits as follows:

Contract value less than \$1,000,000: **not required**
 Contract value between \$1,000,000 and \$5,000,000: **\$4,000,000 is required**
 Contract value between \$5,000,000 and \$10,000,000: **\$9,000,000 is required**
 Contract value between \$10,000,000 and \$15,000,000: **\$15,000,000 is required**
 Contract value above \$15,000,000: **\$20,000,000 is required**

Excess coverage over \$10,000,000 can be provided on "following form" type to the underlying coverages to the extent of liability coverage as determined by the BEDC.

 X Professional Liability, including, but not limited to services for Accountant, Appraiser, Architecture, Consultant, Engineering, Insurance Broker, Legal, Medical, Surveying, construction/renovation contracts for engineers, architects, constructions managers, including design/build Contractors.

Minimum limits of \$1,000,000 per claim/aggregate. This coverage must be maintained for at least two (2) years after the project is completed.

_____ Builder's Risk (if project entails vertical construction, including but not limited to bridges and tunnels or as determined by the Bastrop Economic Development Corporation) Limit is 100% of insurable value, replacement cost basis

_____ Pollution Liability for property damage, bodily injury and clean up (if project entails possible contamination of air, soil or ground or as determined by the Bastrop Economic Development Corporation)

\$1,000,000 each occurrence

\$2,000,000 aggregate

_____ Other Insurance Required: _____

NOTE: The nature/size of a contract/agreement may necessitate higher limits than shown above. These requirements are only meant as a guide, but in any event, should cover most situations. Check with Engineering and Capital Project Management Department if you need assistance or need additional information.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/31/2025

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 Higginbotham Insurance Agency, Inc. PO Box 870 Corpus Christi TX 78403-0870		CONTACT NAME: Nicole Ybanez PHONE (A/C, No, Ext): 361-561-2194 FAX (A/C, No): 361-561-2194 E-MAIL ADDRESS: nybanez@higginbotham.net	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Texas Mutual Insurance Company	
		INSURER B: Underwriters At Lloyd's, London	
		INSURER C: State Auto Property & Casualty Insurance Company	
		INSURER D: Accelerant Specialty Insurance Company	
		INSURER E: Allied World National Assurance Company	
		INSURER F: Navigators Specialty Insurance Company	

COVERAGES **CERTIFICATE NUMBER:** 1875458151 **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		DCS0000704-00	4/12/2025	4/12/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAP247500208	4/12/2025	4/12/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		0314-6559 HO25EXCZ0G8RPIC	4/12/2025 4/12/2025	4/12/2026 4/12/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
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 N	0002048673	4/12/2025	4/12/2026	<input 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
B	Professional Liability E&O-Claims Made Pollution Liability		PLC0065003	4/12/2025	4/12/2026	Per Claim Aggregate Limit Pollution \$2,000,000 \$4,000,000 See Page -2-

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

See Attached...

CERTIFICATE HOLDER

CANCELLATION

Bastrop Economic Development Corporation
1311 Chestnut Street
Bastrop TX 78602

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

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED Jimenez Engineering Solutions, LLC dba International Consulting Engineers 261 Saratoga Blvd. Corpus Christi TX 78417	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

1st Layer Excess Liability:

Company: Allied World National Assurance Company

Policy Number: 0314-6559

Term: 04/12/2025 - 04/12/2026

Coverage Limits: \$5,000,000 Per Occurrence/\$5,000,000 Aggregate

2nd Layer Excess Liability:

Company: Navigators Specialty Insurance

Policy Number: HO25EXCZ0G8RPIC

Term: 04/12/2025 - 04/12/2026

Coverage Limits: \$5,000,000 Per Occurrence/\$5,000,000 Aggregate

\$5Mil xs of \$5Mil = \$10,000,000 cumulative

Pollution Liability Policy:

Company: Westchester Surplus Lines Insurance Company

Policy Number: G74292331002

Term: 04/12/2025 - 04/12/2026

Coverage Limits:

\$5,000,000 Limit / \$5,000,000 Aggregate

Contractor's Equipment:

Company: Starr Indemnity & Liability Company

Policy Number: ITH100065176525

Term: 04/12/2025 - 04/12/2026

Coverage Limits:

Per Schedule on File - Scheduled Contractors Equipment

\$5,000 - deductible

General Liability Forms and Endorsements, where required by written contract:

-CG2010 0413 - Additional Insured - Owners, Lessors or Contractors - Scheduled Person or Organization - Ongoing Operations

-CG2037 0413 - Additional Insured - Owners, Lessees, or Contractors - Completed Operations

-CG2001 0413 - Primary and Noncontributory - Other Insurance Condition

-CG2404 0509 - Waiver of Transfer of Rights of Recovery Against Others To Us

-CG2426 0704 - Amendment of Insured Contract Definition

Automobile Liability Forms and Endorsements, where required by written contract:

-SA3002 0608 - Texas Business Auto Policy Plus Endorsement.

-SA3006 0416 - Primary and Non-Contributory Insurance - Automatic Status as Required by Contract

Workers' Compensation Forms and Endorsements, where required by written contract:

WC420304B - Texas Waiver Of Our Right To Recover From Others Endorsement

WC420601 - Texas Notice of Material Change Endorsement (30 days' notice of cancellation will be furnished to the certificate holder except 10 days' notice of nonpayment of premium)

Excess Liability policy #03146559 follows form of General Liability, Auto Liability and Employers Liability

Excess Liability policy #HO25EXCZ0G8RPIC follows form of Primary Excess Liability policy #03146559