

RESOLUTION NO. R-2024-109

APPROVING THE EMERGENCY PROCUREMENT OF MATERIALS AND LABOR FROM FORSYTHE BROTHERS INFRASTRUCTURE, LLC.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING EMERGENCY PROCUREMENT FROM FORSYTHE BROTHERS INFRASTRUCTURE, IN THE AMOUNT NOT TO EXCEED TWO HUNDRED THIRTY-FIVE THOUSAND, NINE HUNDRED SEVENTY-THREE AND 00/100 (\$235,973.00) FOR MATERIALS AND LABOR TO REPAIR DAMAGED STORM DRAIN FACILITIES AND APPURTENANCES AT CHURCH STREET AND BUTTON WOOD, STORM DRAIN OUTFALL EROSION AT PECAN PARK, AND THE REPAIR OF 60 FEET OF DAMAGED STORM DRAIN PIPE ON STERLING DRIVE, AS DESCRIBED IN EXHIBIT A-2 TO ATTACHMENT A; AUTHORIZING EXECUTION; PROVIDING FOR FINDINGS OF FACT; SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City of Bastrop ("City") has general authority to adopt an ordinance, resolution, or police regulation that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, pursuant to Texas Local Government Code Section 252.022(a) and the City of Bastrop Purchasing Policy, the City is exempt from engaging in the competitive bidding or competitive proposals procurement process in the event of certain emergency procurements that are necessary to preserve or protect the public health or safety, or in the event of unforeseen damages to public equipment or property; and

WHEREAS, the City of Bastrop has identified an urgent need for repairs to drainage infrastructure in three separate locations within the city limits, made necessary by recent amounts of rainfall that caused significant damage to existing infrastructure at the locations as described in **Exhibit A-2 to Attachment A**; and

WHEREAS, the City of Bastrop ("City") has found and determined that immediate action is required to ensure the public safety and prevent continued

damage to drainage infrastructure; and

WHEREAS, the City Council has reviewed the proposed Agreement with Forsythe Brothers Infrastructure, LLC ("Agreement"), which is attached hereto and incorporated herein as **Attachment A**.

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

Section 1. Findings of Fact: All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Section 2. Approval & Execution: The City Council hereby approves the Agreement (attached hereto and incorporated herein as **Attachment A**) and authorizes the City Manager to execute all necessary documents to enter into the Agreement to provide materials and labor for an amount not to exceed \$235,973.00 to complete the necessary repairs to the drainage infrastructure.

Section 3. Repealer: To the extent reasonably possible, resolutions are to be read together in harmony. However, all resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters regulated.

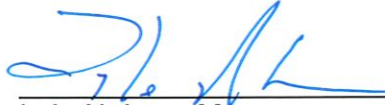
Section 4. Severability: Should any of the clauses, sentences, paragraphs, sections, or parts of this Resolution be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Resolution.

Section 5. Effective Date: This Resolution shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, its Code of Ordinances, and the laws of the State of Texas.

Section 6. Proper Notice & Meeting: It is hereby officially found and determined that the meeting at which this Resolution 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. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

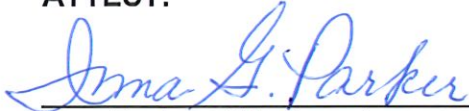
DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, Texas,
on this, the 10th day of September, 2024.

THE CITY OF BASTROP, TEXAS:



Lyle Nelson, Mayor

ATTEST:



Irma Parker, City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney



**CITY OF BASTROP
CONSTRUCTION SERVICES CONTRACT**

This Construction Services Contract (“Contract”) is entered by and between the **City of Bastrop**, a Texas Home-Rule Municipal Corporation (the “City”), and **Forsythe Brothers Infrastructure, LLC.**, (the “Contractor”), and together with the City jointly referred to as the “Parties,” for the following work described on the Scope of Services, Exhibit A-2, attached and incorporated herein to this Contract (the “Work” or “Project”).

I. General Information and Terms.

Contractor’s Name and Address: Forsythe Brothers Infrastructure, LLC.

309 W Lane Street
Manor, TX 78653
Attn: Bill Forsythe

General Description of Services:

QA Construction Inspection, Observation, &
Plan Review

Maximum Contract Amount:

\$229,100.00, plus the cost incurred by the Contractor to obtain performance and payment bonds as required, provided that such additional costs for performance and payment bonds may not exceed \$6,873.00.

Effective Date:
parties.

On the latest of the dates signed by both

Termination Date:

See II.D.

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 City the services (“Services”) described in the Scope of Services, Exhibit A-2 attached and incorporated herein to this Contract under the terms and conditions of this Contract.

B. Billing and Payment. The Contractor will bill the City for the Services provided at intervals of at least 30 days of receipt of Contractor’s invoices, except for the final billing. The City will

pay the Contractor within 30 days of receipt of Contractor's invoices for the Services provided for in this Contract with current revenues available to the City, but all of the City'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 City shall have the right to withhold payment, or any part thereof, of any of invoice presented by Contractor until resolution providing reasonable verification of the correctness thereof of is reached. The City shall notify the Contractor, in writing, of the disputed amount within thirty (30) days. The City is not liable to the Contractor for any taxes which the City is not liable 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 City Manager 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 City will pay the Contractor for all Services rendered in compliance with this Contract up to the date of termination. The City may terminate the Contract anytime if the City does not have available funds pursuant to Texas Government Code Chapter 2251.

(3) If the City Council does not appropriate funds to make any payment for a fiscal year after the City'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 City 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 City 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. Services performed by the Contractor under this Contract are solely for the benefit of the City. 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 City 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 City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

H. Assignment. The Contractor may not assign this Contract without the City'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 City 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 CITY, 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 COST 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 CITY, 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 City. 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 City 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 City, a perpetual license for the City to use any picture, video, music, brochure, writing, trademark, logo, or other work created by the Contractor for the use of the City, as a "work made for hire" as defined by federal copyright law. The City, 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. To the extent that the Services under this Contract include services performed by an engineer or architect, such Services must be performed 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.

S. Disclosure of Interested Persons for Council-Approved Contracts. Contracts that require City Council approval, such as contracts that exceed \$50,000, are subject to the requirements of Section 2252.908, Texas Gov't Code. Under the provisions of this statute:

(1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;

(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. Prevailing Wage Rates. To the extent this Contract is a contract for construction of a public work, consistent with Texas Government Code Chapter 2258, the City determines, and the Contractor acknowledges, that the prevailing wage rates for the work performed for each craft or type of worker needed to perform the Contract shall be based on the current prevailing wage rate determinations for Bastrop County, Texas, as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, which are available from the United States Department of Labor website at <http://www.sam.gov>, and are attached hereto as Exhibit C-2.

The Contractor must comply with Chapter 2258 of the Texas Government Code. This statute, among other things, requires all contractors and subcontractors performing public works contracts for the City to:

1. Pay the prevailing wage rate as determined by the City for the work performed for each craft or type of worker needed to perform the Contract;

2. Keep records of the name and occupation of each worker, laborer and mechanic employed by them to work on the project and the actual per diem wages paid to each; and

3. Forfeit, as a penalty, \$60 per day for each laborer, worker, or mechanic who is not paid the prevailing wage rate for the type of work performed. The City is authorized to withhold the penalty amount from the Contractor's payment, as provided in the statute.

V. 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.

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 worker's compensation insurance, name City Group 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 City and the other members of City 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 City Group, and shall be fully applied and exhausted before application of any applicable indemnity obligations of City or of any applicable insurance coverage provided by City or any other member of City Group.

To the extent this Contract is a contract for construction of a public work, consistent with Texas Labor Code Section 406.096, the Contractor hereby certifies that the Contractor shall provide workers' compensation insurance coverage for each of its employees consistent with state law, and that the Contractor shall require its Subcontractors to provide the same certification to the Contractor, who shall provide the Subcontractor's certification to the City.

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 City 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 City notice and details of any accidents or occurrences resulting in injuries to persons, property, or pollution arising in any way arising 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 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.

D. Performance and Payment Bonds

To the extent this Contract is a contract for construction of a public work costing over \$100,000, the Contractor must provide a performance bond satisfying the requirements of Texas Government Code Chapter 2253. Such performance bond must be: (1) for the protection and benefit of City; (2) in the amount of the contract; and (3) conditioned on the faithful performance of the Contract by the Contractor in accordance with the plans, specifications, and Contract documents.

To the extent this Contract is a contract for construction of a public work costing over \$50,000, the Contractor must provide a payment bond satisfying the requirements of Texas Government Code Chapter 2253. Such payment bond must be: (1) for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a Subcontractor to supply public work labor or material under this Contract; and (2) in the amount of the contract price.

The performance and payment bonds must: (1) be executed in accordance with Texas Government Code Chapter 2253 by a surety company authorized to business in the State of Texas; (2) clearly and prominently display on the bond or on an attachment to the bond either (a) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent, or (b) the toll-free telephone number maintained by the Texas Department of Insurance and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

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
- EXHIBIT C-1 Performance and Payment Bonds
- EXHIBIT C-2 Prevailing Wage Rates

V. Signatures.

Forsythe Brothers Infrastructure, LLC.

CITY OF BASTROP

By: Bill Forsythe

By: _____

Printed Name: Bill Forsythe

Printed Name: _____

Title: Member

Title: _____

Date: 09/18/2024

Date: _____

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
- EXHIBIT C-1 Performance and Payment Bonds
- EXHIBIT C-2 Prevailing Wage Rates

V. Signatures.

Forsythe Brothers Infrastructure, LLC.

CITY OF BASTROP

By: _____

By:  _____

Printed Name: _____

Printed Name: Sylvia Carrillo-Trevino

Title: _____

Title: City Manager

Date: _____

Date: October 14, 2024

EXHIBIT A-1

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

(See Attached)

EXHIBIT A-2

Scope of Services **dated September 5, 2024**

(See Attached)

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.

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 City, 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 City of Bastrop 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 City of Bastrop 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 City of Bastrop 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 City of Bastrop 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 City of Bastrop as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- E.** **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.**
- F.** All insurance policies shall be endorsed to require the insurer to immediately notify The City of Bastrop 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 City of Bastrop.
- 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 Contractors 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 City of Bastrop 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 City of Bastrop 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 City of Bastrop, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Bastrop. The certificate of insurance and endorsements shall be sent to:

**City of Bastrop
Engineering and Capital Project Management Department
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)

Workers’ Compensation Statutory limits, State of TX.
 Employers’ Liability \$500,000 per employee per disease / \$500,000 per employee per
accident / \$500,000 by disease aggregate

Commercial General Liability:

| | <input type="checkbox"/> Very High/High Risk | <input checked="" type="checkbox"/> Medium Risk | <input type="checkbox"/> 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 |

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

| | <input type="checkbox"/> Very High/ High Risk | <input checked="" type="checkbox"/> Medium Risk | <input type="checkbox"/> Low Risk |
|------------------------|---|---|-----------------------------------|
| Combined Single Limits | 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 City.

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 City of Bastrop) 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 City of Bastrop)

\$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 Purchasing & Risk Management if you need assistance or need additional information.

EXHIBIT C-1
PERFORMANCE AND PAYMENT BONDS

(Bonds to be provided by Contractor and attached as part of the Contract Documents)

EXHIBIT C-2
PREVAILING WAGE RATES

(Attach the current prevailing wage rate determinations for Bastrop County, Texas, as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, which are available from the United States Department of Labor website at <http://www.sam.gov>.)



Sept 5, 2024

Mr. John Eddleton

Superintendent of Streets and Bridges

City of Bastrop Texas

Dear John-

Below per our conversations are the listed 3 projects under consideration for quotation. Please advise with any questions and thanks greatly for allowing us to provide quotations.

Project #1 Construction of Storm Drain Facility and Appurtenances at Church St/Buttonwood

Scope:

Install nominally 350 of 15" round reinforced concrete pipe

Bedding material to be washed sand to top of pipe-native material above top of pipe to finished grade

Work to include excavation to line/grade as outlined on previous exhibit, removal of existing pipe/haul off of spoils and debris.

Pipe trench to be compacted via mechanical equipment (soil density testing by others)

Pricing includes road base replacement at driveways (salvage of existing one course surface treatment)

Pricing includes installation of 2'x2'x30" junction box with cast iron grate-inverted fill to be installed to match upstream pipe flowline.

Pricing includes construction of downstream "headwall"(final geometry to be determined) to match proposed 15" rcp with existing downstream pipe at Church St.

Pricing includes setup of traffic control signage as necessary, use of drums or "tall" highway cones to delineate edge of roadway, as well as orange safety fencing daily to delineate any open areas.

Price includes cleanup as well as fine grading/raking work.

Price does not include performance and payment bonds.

Alternate savings of \$2500 may be realized by utilizing hdpe pipe in lieu of rcp (this does not constitute an endorsement of the load carrying capacity of the hdpe over the rcp)

Project #2 Storm Drain Outfall Erosion Repair

Scope:

Remove cinder block barrier at wall on outlet structure

Excavate zone downstream of outlet structure, compact, and install 8 oz geotextile. Install 12"-18" rock riprap (assumed two triaxle loads for this estimate)

Excavate deteriorated zone downstream of the structure, Haul away material to a permitted fill site. Assume the entire reach of 162'x20' wide. Assumed approximately 2' of depth.

Compaction of subgrade to be via padfoot roller using ordinary compaction.

Import clay material ("black clay" or equivalent-assumed Manor geographic area as example of clay type) and place over subgrade to a depth of nominally 2' Compact using Ordinary Compaction using padfoot roller.

Included a token amount of silt fencing, and use of FODS trackout system at top of slope/roadway.

Performance and Payment bonds were not included.

Project #3 60" Pipe Repair off Schaefer Blvd.

Scope:

Remove and replace existing 60" hdpe pipe from approximate existing manhole for a distance of approximately 140 lf due to fire damage.

Install silt fencing and FODS trackout system

Verify slope of existing pipeline to determine repair areas of full length or if a reduced scope may be employed.

Remove old damaged pipe and haul away

Install approximately 140 lf of 60" hdpe pipe using pea gravel or sand bedding depending on manufacturer's recommendation.

Provide and utilize aluminum trench boxes and combined benching for pipe installation.

Utilize native material to backfill trench/excavation. Remaining spoils are to be hauled away.

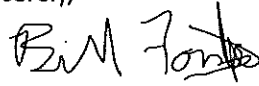
Compact material above pipe using padfoot roller and/or mechanical equipment such as rammer/tampers.

Grade and rake final finished surface.

Combined lump sum cost: \$229,100.00

Please advise with questions, concerns, or modifications. Thanks again for allowing us to provide a quotation and to work for the City of Bastrop in the past!

Sincerely,

A handwritten signature in black ink that reads "Bill Forsythe". The signature is written in a cursive style with a large, stylized "B" and "F".

Bill Forsythe

Forsythe Brothers Infrastructure, llc