

RESOLUTION NO. R-2025-180

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A CONSTRUCTION CONTRACT WITH TEXAS MATERIALS GROUP, INC. FOR A NOT-TO-EXCEED AMOUNT OF ONE MILLION SIX HUNDRED NINETY-FOUR THOUSAND FOUR HUNDRED SIXTY-TWO DOLLARS AND FORTY-CENTS (\$1,694,462.40) FOR THE STREET REHABILITATION OF WATER STREET, LINDEN STREET, FARM STREET, AND CHILDERS STREET AS ATTACHED IN EXHIBIT A.

WHEREAS, the City Council of the City of Bastrop recognizes that well-maintained streets are essential to the community's infrastructure; and

WHEREAS, on June 13, 2025, the City entered into a professional services contract with The Goodman Corporation, pursuant to Resolution R-2024-76 approved by the City Council, for design and construction phase services for the Pavement Rehabilitation Project ("Project") for Water Street, Linden Street, Farm Street, and Childers Street; and

WHEREAS, on September 10, 2025, the City published an Invitation to Bid ("ITB") for construction services for the Project; and

WHEREAS, the City received six bids that were timely filed in response to the ITB; and

WHEREAS, The Goodman Corporation evaluated the bids and recommended awarding the construction contract for the Project to Texas Materials Group, Inc., the lowest responsible bidder; and

WHEREAS, the City has the authority to execute the Construction Contract ("Contract"), attached and incorporated herein as Exhibit A, with said Contractor; and

WHEREAS, the City desires to engage the Contractor to perform the construction services specified in the Contract.

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

Section 1: The City Council hereby authorizes the City Manager to execute the Construction Contract with Texas Materials Group, Inc., (incorporated herein as Exhibit A) for a not-to-exceed amount of One Million Six Hundred Ninety-Four Thousand Four Hundred Sixty-Two Dollars And Forty-Cents (\$1,694,462.40).

Section 2: All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 3: That 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, Texas, this 14th day of October 2025.

APPROVED:

by:



Ishmael Haris, Mayor

ATTEST:



Michael Muscarello, City Secretary

APPROVED AS TO FORM:



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



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AGREEMENT

THIS AGREEMENT is dated as of by and between City of Bastrop (hereinafter called "OWNER") and Texas Materials Group, Inc (hereinafter called "CONTRACTOR"). OWNER and CONTRACTOR, in consideration of covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK. CONTRACTOR shall complete all Work as specified or indicated in Contract Documents. Work is generally described as follows:

RFP No. PW-2025-02 - City of Bastrop – Pavement Rehabilitation in accordance with Drawings, Specifications, and terms and conditions related thereto to which reference is hereby made.

ARTICLE 2. ENGINEER AND OWNER'S REPRESENTATIVE. Project has been designed by The Goodman Corporation, Inc., 3200 Travis Street, Ste. 200 Houston, TX 77006 who is hereinafter called "ENGINEER" and who assumes all duties and responsibilities and has rights and authority assigned to ENGINEER in Contract Documents in connection with completion of Work in accordance with Contract Documents. Owner's Representative for Project shall be The Goodman Corporation, Inc.

ARTICLE 3. CONTRACT TIMES. Work will be Substantially Completed within 177 calendar days (Phase1 107 calendar days and Phase2 70 calendar days) after date when Contract Time Requirements commence to run as provided in Article 2.03 of General Conditions, and CONTRACTOR shall achieve Final Completion within 45 calendar days of date required for Substantial Completion. OWNER and CONTRACTOR recognize that time is of essence of this Agreement and that OWNER will suffer financial loss including, but not limited to, loss of revenue, additional professional fees, fines, labor costs, insurance premiums, etc. if the Work is not completed within times specified in above paragraph, plus any extensions thereof allowed in accordance with Article 12 of General Conditions. They also recognize delays, expense and difficulties involved in proving actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) and, as a reasonable estimate of such damages, CONTRACTOR shall pay OWNER One Thousand Dollars (\$1,000.00) for each and every day of delay in CONTRACTOR achieving Substantial Completion of Work and readiness for final payment beyond times specified in above paragraph. OWNER shall have option of deducting the amount of any liquidated damages from any monies that may be owed to CONTRACTOR or to recover such amount from CONTRACTOR or its sureties, at CONTRACTOR'S expense.

ARTICLE 4. CONTRACT AMOUNT. OWNER shall pay CONTRACTOR for completion of Work in accordance with Contract Documents an amount in current funds equal to sum of amounts determined pursuant to Proposal and any subsequent Change Orders and Change Directives thereto.


Agreement
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ARTICLE 5. **PAYMENT PROCEDURES.** CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of General Conditions. Applications for Payment will be processed by ENGINEER and as provided in General Conditions and Supplemental Conditions. OWNER shall make progress payments on account of Contract Amount on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER and in conformance with the procedures described in General Conditions. All such payments will be measured by schedule of values established in Article 2.05 of General Conditions (and on number of units of each Unit Price item completed, if unit price contract). Upon final completion and acceptance of Work in accordance with Article 14 of General Conditions, OWNER shall pay the remainder of Contract Amount as recommended by Owner's Representative as provided in said Article 14. In accordance with Texas Water Code Section 49.276 – PAYMENT FOR CONSTRUCTION WORK, Subsection (d), in making progress payments, 5% of estimated amount shall be retained until final completion and acceptance of contract work.

ARTICLE 6. **CONTRACTOR'S REPRESENTATIONS.** In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- CONTRACTOR has examined and carefully studied Contract Documents (including Addenda listed in Article 7) and other related data identified in Proposal Documents.
- CONTRACTOR has visited site and become familiar with and is satisfied as to general, local, and site conditions that may affect cost, progress, performance, or furnishing of Work.
- CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Legal Requirements that may affect cost, progress, performance, and furnishing of Work.
- CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to Site.
- CONTRACTOR acknowledges that such reports and drawings are not Contract Documents, are not warranted or represented in any manner by Owner to accurately show the conditions at Site, and may not be complete for CONTRACTOR'S purposes.
- CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for accuracy or completeness of information and data shown or indicated in Contract Documents with respect to subsurface conditions or Underground Facilities at or contiguous to Site or CONTRACTOR'S interpretation of such information and data.
- CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary research, examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto.
- CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of Work at Contract Amount, within Contract Time Requirements and in accordance with other terms and conditions of Contract Documents.
- CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at Site that relates to Work as indicated in Contract Documents.

- CONTRACTOR has correlated information known to CONTRACTOR, information and observations obtained from visits to Site, reports, and Drawings identified in Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with Contract Documents.
- CONTRACTOR has provided ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of Work.

ARTICLE 7. CONTRACT DOCUMENTS. Contract Documents are comprised of the following:

1. This Agreement.
2. Exhibits to this Agreement:
 - a. Exhibits For Pavement Rehabilitation (Phase I and Phase II).
3. Performance, Payment, and Maintenance Bonds.
4. General Conditions of Contract.
5. Supplemental Conditions, if any.
6. Technical Specifications.
7. Typical Traffic Control Plan Exhibit.
8. Addenda: Addendum No. 1 through Addendum No. 2.
9. CONTRACTOR'S Proposal Form pursuant to Request for Proposal.
10. Prevailing Wage Rates.
11. Following which may be delivered or issued after Effective Date of Agreement and are not attached thereto: All written Change Orders or Work Orders pursuant to Article 3.04 of General Conditions. There are no Contract Documents other than those listed in this Article. Contract Documents may only be amended, modified, or supplemented as provided in Article 3.04 of General Conditions.

ARTICLE 8. INDEMNITY PROVISIONS. GENERAL, SPECIAL, AND SUPPLEMENTAL CONDITIONS, IF ANY, INCORPORATED INTO THIS AGREEMENT CONTAIN PROVISIONS THAT MAY RELIEVE ONE PARTY FOR RESPONSIBILITY IT WOULD OTHERWISE HAVE UNDER LAW FOR DAMAGES OR OTHER LIABILITY ARISING OUT OF WORK. EACH OF THE PARTIES HERETO SPECIFICALLY AGREES THAT IT HAS A DUTY TO READ THIS AGREEMENT, GENERAL, SPECIAL, AND SUPPLEMENTAL CONDITIONS, IF ANY, AND ALL OTHER CONTRACT DOCUMENTS AND AGREES THAT IT IS CHARGED WITH NOTICE AND KNOWLEDGE OF TERMS OF THIS AGREEMENT AND ALL CONTRACT DOCUMENTS; THAT IT HAS IN FACT READ THIS AGREEMENT AND ALL CONTRACT DOCUMENTS AND IS FULLY INFORMED AND HAS FULL NOTICE AND KNOWLEDGE OF TERMS, CONDITIONS AND EFFECTS OF THIS AGREEMENT; THAT IT HAS HAD OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL OF ITS CHOICE PRECEDING ITS EXECUTION OF THIS AGREEMENT AND HAS RECEIVED OR VOLUNTARILY CHOSEN NOT TO RECEIVE ADVICE OF ITS ATTORNEY IN ENTERING INTO THIS AGREEMENT; AND THAT IT RECOGNIZES THAT CERTAIN TERMS OF THIS AGREEMENT AND CONTRACT DOCUMENTS RESULT IN ONE PARTY



ASSUMING THE LIABILITY INHERENT IN SOME ASPECTS OF TRANSACTION AND RELIEVING OTHER PARTY OF ITS RESPONSIBILITY FOR SUCH LIABILITY. EACH PARTY HERETO AGREES AND COVENANTS THAT IT WILL NOT CONTEST VALIDITY OR ENFORCEMENT OF ANY EXCULPATORY PROVISION OF THIS AGREEMENT ON BASIS THAT THE PARTY HAD NO NOTICE OR KNOWLEDGE OF SUCH PROVISION OR THAT THE PROVISION IS NOT "CONSPICUOUS".

ARTICLE 9. MISCELLANEOUS. Terms used in this Agreement which are defined in Article 1 of General Conditions will have the meanings indicated in General Conditions. CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing Contract. For purposes of this Article 9:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in proposal process or in Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made
 - (a) to influence proposal process or execution of Contract to detriment of OWNER,
 - (b) to establish Proposal or Contract prices at artificial noncompetitive levels, or
 - (c) to deprive OWNER of benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Proposers, with or without knowledge of OWNER, a purpose of which is to establish Proposal prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the proposal process or affect execution of Contract.

No assignment by a party hereto of any rights or interests in Contract will be binding on another party hereto without written consent of party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that effect of this restriction may be limited by law), and unless specifically stated to contrary in any written consent to an assignment no assignment will release or discharge assignor from any duty or responsibility under Contract.

OWNER and CONTRACTOR each binds itself, its officers, directors, shareholders, partners, members, successors, assigns, and legal representatives to other party hereto, its officers, directors, shareholders, partners, members, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in Contract Documents. Any provision or part thereof of Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions or parts thereof shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing intention of the stricken provision or part thereof.



IN WITNESS WHEREOF, OWNER, and CONTRACTOR have signed this Agreement in duplicate. One counterpart has been delivered to OWNER, one counterpart has been delivered to CONTRACTOR and one counterpart has been delivered to ENGINEER. All portions of Contract Documents have been signed, initialed, or otherwise clearly identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on November 3, 2025, (which is effective date of Agreement).

OWNER: City of Bastrop

By: [Signature]

Attest: [Signature]

Address for giving notices:
City of Bastrop

1311 Chhestnut St.

Bastrop, TX 78602



CONTRACTOR: Texas Materials Group, Inc

By: Dean Donnellan

Attest: [Signature]

Address for giving notices:
Texas Materials Group Inc.

1320 Arrow Point Drive Ste 600

Cedar Park TX 78613

(CORPORATE SEAL)



END OF SECTION