

RESOLUTION NO. 2024-51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS SELECTING THE PROPOSAL OF TEXAS MATERIALS GROUP, INC UNDER REQUEST FOR PROPOSAL 2024-004 STREET REHAB OVERLAY PROJECT; AWARDING A CONTRACT TO SAID CONTRACTOR IN THE AMOUNT OF \$800,088.20; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY.

Whereas, City Council authorized city staff to work implementing a roadway maintenance program; and

Whereas, City Council authorized City Manager or designee to evaluate the submitted proposals; and

Whereas, city staff recommends the proposal submitted by **Texas Materials Group, Inc.** be awarded the contract; and

Whereas, after considering city staff's recommendation, public testimony presented at the public meeting where this resolution was read, and the submitted proposals, City Council deems the proposal submitted by the aforementioned contractor to provide best value to the City.

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

Section one. Findings. The recitals to this resolution are deemed to be the true and correct findings of the board of directors and are incorporated herein for all purposes.

Section two. Selection and Award. City Council finds and determines the following:

- the proposal submitted by **Texas Materials Group, Inc.** in response to the noted Request for Proposal **2024-004** is hereby selected proposal for the **2023J Road Rehab Overlay Project**; and
- the Construction Contract attached hereto is hereby approved, with those general conditions, special conditions and related matters made part of Request for Proposal, incorporated therein by reference; and
- the aforementioned Construction Contract is awarded to **Texas Materials Group, Inc.**; subject to the provisions set out in Section Three below.

Section three. Authorization. The City Manager is hereby authorized and directed to execute an instrument substantially similar to the Construction Contract approved in Section Two, above, for a contract amount of **\$800,088.20**; and shall take such further action and execute such ancillary documents as may be reasonably necessary to facilitate the purpose of this resolution. Notwithstanding the forgoing, the city manager authorization under this Section Three shall not become effective until the 16-th day after this award; and the city manager shall not execute the contract until such date.

Section four. Open Meetings. 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.

Section five. Effective Date. That this resolution shall take effect immediately upon its passage, and approval as prescribed by law; provided that the city manager shall comply with the time restriction stated in Section Three.

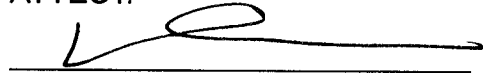
PASSED AND APPROVED this the 9th day of July 2024.

CITY OF BURNET, TEXAS

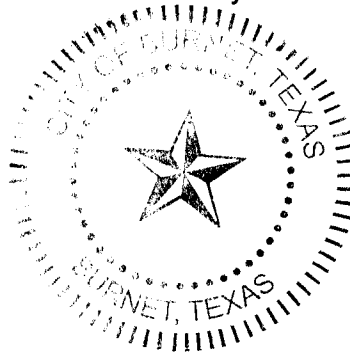


Gary Wideman, Mayor

ATTEST:



Maria Gonzales, City Secretary



STANDARD CONSTRUCTION CONTRACT

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

§

COUNTIES OF BURNET

THIS CONTRACT is made and entered into on this the 7th day of August, 2024 by and between the CITY OF BURNET (hereinafter referred to as "**OWNER**") and Texas Materials Group Inc. (hereinafter referred to as "**CONTRACTOR**"). In consideration of the mutual covenants set forth, the OWNER and CONTRACTOR agree as follows:

Article I. Work

The CONTRACTOR shall perform all of the work as specified in the Contract Documents pertaining to this project. The work is generally described as follows:

2023J Street Rehab: Overlay Project, PID: CIPTR-2023J

ATTACHED ADDENDUM

Addenda numbers **1** to **1**, inclusive.

Plans and Specification prepared by: The City of Burnet

CITY OF BURNET

All extra work shall be performed as specified or indicated in the Contract Documents; and, at the CONTRACTOR's own cost and expense, the CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services as may be necessary in order to complete the construction, as described above and in accordance with the Contract Documents unless otherwise agreed to by the OWNER.

Article II. Contract Documents

The Contract Documents may only be altered, amended or modified as provided in the General Conditions. The Contract Documents consist of: this written agreement setting forth the work to be performed; notice of award and notice to proceed, advertisement, if any; instructions to bidders, if any; proposal or bid form and construction duration, if any; bid bond, if any; bidder qualification form and affidavit of authenticity, if any; addendum, conflict of interest form and no boycott forms; specifications, including the general, special, and technical conditions, provisions, plans, or working drawings; any supplemental changes or agreements pertaining to the work or materials therefore (Change Orders); maintenance, performance, payment, and maintenance bonds; insurance certificate the Construction Standard Specifications as provided for in the contract documents, or if not, then as published by the City of Burnet, as amended, and, any additional documents incorporated by reference. These form the Contract Documents, and all are as fully a part of the Contract as if attached to this agreement or repeated herein.

Article III. Contract Time

The CONTRACTOR shall perform and complete all the items or work listed and referred to in the Contract Documents within 60 calendar days. All limitations of time set forth herein are material and are of the essence of this Contract.

Article IV. Contract Price

The OWNER shall pay the CONTRACTOR for completion of the work in accordance with the Contract Documents for the sum of **\$ 800,088.20**. Associated payments shall be subject to the General and Special Conditions to the Contract, as contained in the Contract Documents. The Contract is a Unit Price Contract. Should CONTRACTOR need to exceed the price stated herein, CONTRACTOR shall submit a Change Order with proper documentation for written approval by the OWNER. Undertaking any work prior to receiving the approval on a Change Order shall be at CONTRACTOR'S risk and OWNER shall not be required to pay for any work undertaken unless and until such Change Order is approved by the OWNER.

Article V. Debts

The OWNER may, at its option, offset any amounts due and payable under this Contract against and debt (including taxes) lawfully due to OWNER from CONTRACTOR, regardless of whether the amount due arises pursuant to the terms of this Contract or otherwise and regardless of whether or not the debt due to OWNER has been reduced to judgment by a court.

Article VI. Miscellaneous Provisions

The terms used in this Contract shall have the same meaning as designated in the General Provisions of the Standard Specifications aforementioned, as amended. The Contract Documents, which constitute the entire agreement between the OWNER and CONTRACTOR, are listed in Article II. No assignment by either party hereto of any rights under or interests in the Contract Documents will be binding on the other party hereto without the written consent of the party sought to be bound. The OWNER reserves the right to select to build the project herein in whole or in part as needed to meet budget constraints, coordination with other project, or to better align with the needs of the OWNER. The OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives hereto to the covenants, agreements, and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the OWNER and CONTRACTOR have executed this Contract in duplicate and on the date aforementioned. All portions of the Contract Documents have been signed or identified by the OWNER and CONTRACTOR.

CONTRACTOR: NAME

Signature By: _____

Name: _____

ATTEST: _____

Name: _____

Address for giving notices:

1320 Arrow Point Dr
Cedar Park, Tx
78613

CITY OF BURNET

David Vaughn

ATTEST: _____

City Secretary, Maria Gonzalez

Address for giving notices:

1001 Buchanan Dr. Suite 4
Burnet, Tx 78611

