

RESOLUTION NO. R-2021-102

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS TO RATIFY THE AWARD OF THE CONTRACT FOR FM 20 16" WATER MAIN PROJECT TO M&C FONSECA CONSTRUCTION CO., INC, IN THE AMOUNT OF ONE HUNDRED SIXTY-FIVE THOUSAND, EIGHT HUNDRED AND TWELVE DOLLARS (\$165,812.00) AS ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENT; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

**WHEREAS,** The City Council has appointed the City Manager as the Chief Administrative Officer of the City; and

**WHEREAS,** The City Manager is responsible for the proper administration of all affairs of the City; and

**WHEREAS,** The City Council has the steadfastness to ensure the quality of our City water supply; and

**WHEREAS,** The City of Bastrop City Council to ratify the award of the contract to M&C Fonseca Construction Co., Inc.

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

**Section 1:** That the City Manager is hereby authorized to ratify the award of the contract for FM 20 16" Water Main Project to M&C Fonseca Construction Co., Inc., in the amount of One Hundred Sixty-Five Thousand, Eight Hundred and Twelve Dollars (\$165,812.00).

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resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 26<sup>th</sup> day of October, 2021.

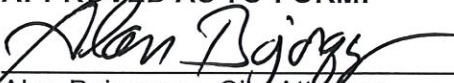
APPROVED:

  
\_\_\_\_\_  
Connie B. Schroeder, Mayor

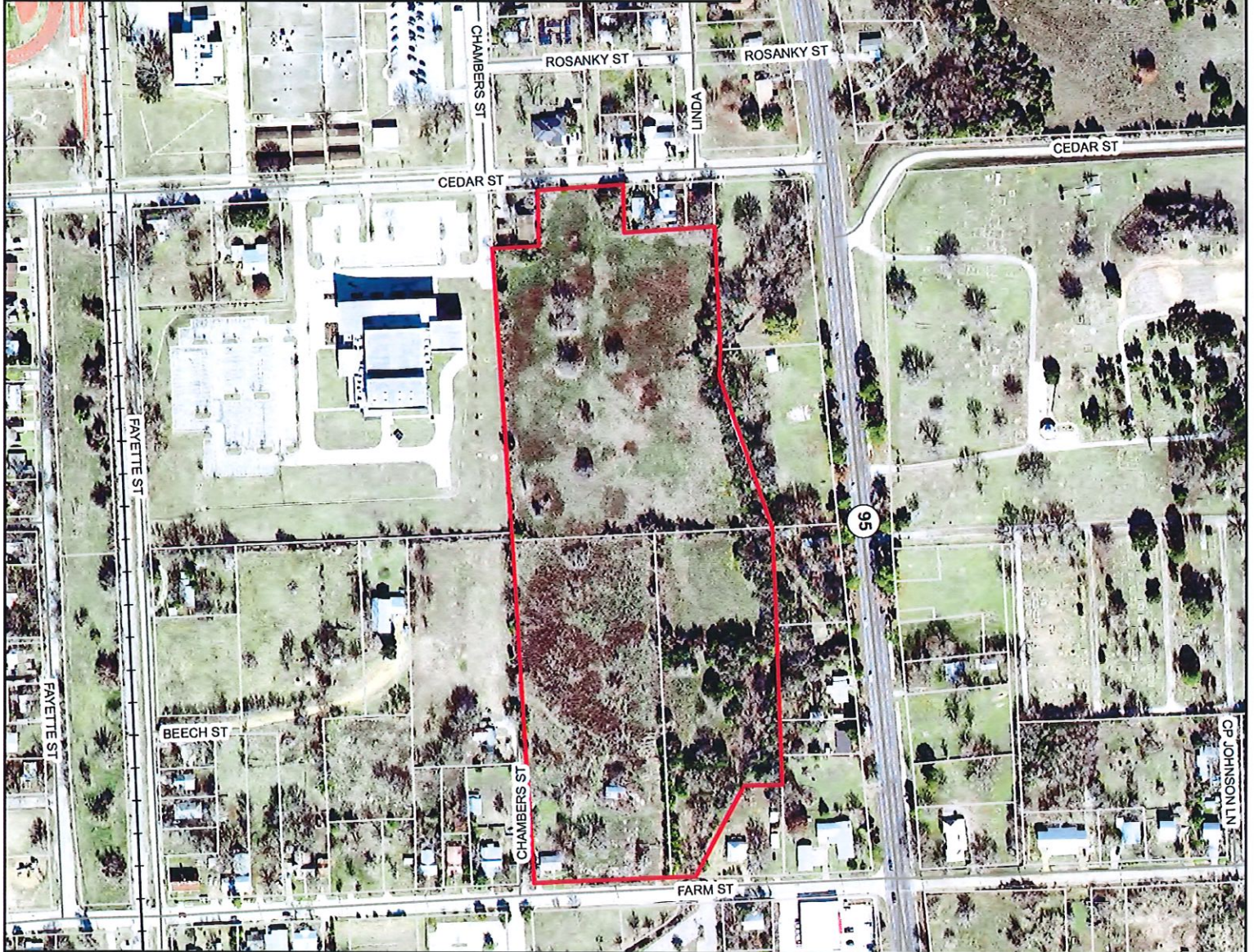
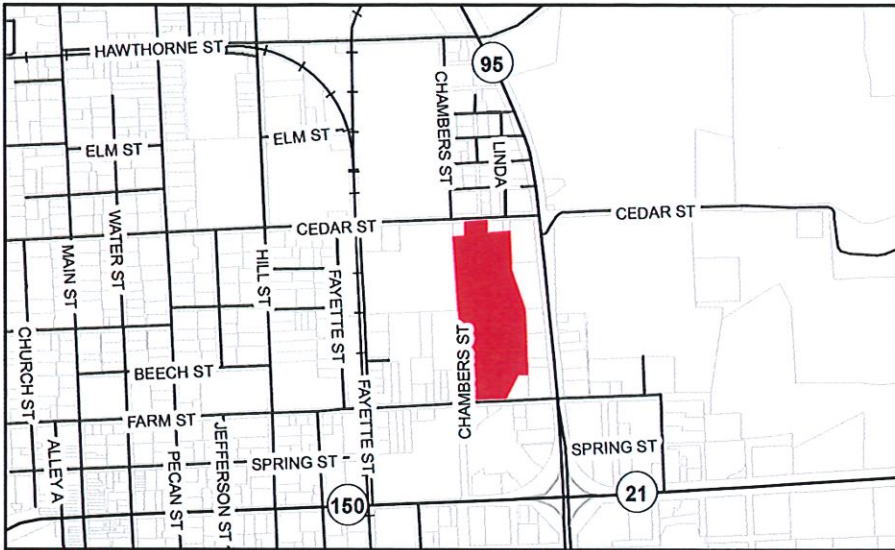
ATTEST:

  
\_\_\_\_\_  
Ann Franklin, City Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Alan Bojorquez, City Attorney

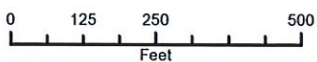
# Attachment 1 Location Map



## Zoning Change Farm Street Village

Date: 9/13/2021

The accuracy and precision of this cartographic data is limited and should be used for information/planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not infringe upon privately owned rights.



1 inch = 330 feet

**AGREEMENT BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT**

This contract is between City of Bastrop ("Owner") and M&C Fonseca Construction Co., Inc.("Contractor") who agree as follows:

**ARTICLE 1 - WORK**

1.01 Contractor shall complete all Work specified or indicated in the Contract Documents and/or Proposal. The Work is generally described as the FM 20 – 16" Waterline Extension.

**ARTICLE 2 - THE PROJECT**

2.01 The Project is generally described as follows:

**This project involves construction of water main and appurtenances as detailed on plan sheets and within listed the Bid Items Attached.**

**ARTICLE 3 - ENGINEER**

3.01 The Project has been designed by BEFCO Engineering, Inc., who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 - CONTRACT TIMES**

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within Seventy-Five (75) calendar days after the date when the Contract Times commence to run as provided in the General Conditions, and completed and ready for final payment in accordance with the General Conditions within Seventy-Five (75) calendar days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the 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), Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

**ARTICLE 5 - CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated on the enclosed Proposal Form.

As provided in the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions.

## ARTICLE 6 - PAYMENT PROCEDURES

### 6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with the General Conditions:

a. Ninety (90) percent of Work completed (with 10% of the balance being retainage). If the Work has been fifty (50) percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

b. Ninety (90) percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner may pay an amount sufficient to increase total payments to Contractor to ninety (90) percent of the Work completed, less such amounts as Engineer shall determine in accordance with the General Conditions and less ten (10) percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

### 6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

## ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

D. Contractor has obtained and carefully studied (or assumes responsibility for doing so) examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous

to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the original Bidding Documents, and safety precautions and programs incident thereto.

E. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

G. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. The contractor is carrying \$1,000,000 for general and auto liability with a \$5,000,000 umbrella policy. They carry worker's compensation with limits of 1,000,000. The General Liability, Auto and Workers Compensation policies include a blanket waiver of subrogation endorsement that provides this coverage per this written contract between the named insured (contractor) and the certificate holder (owner).

## ARTICLE 8 - CONTRACT DOCUMENTS

### 8.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 5, inclusive).
2. Performance bond (pages 1 to 1, inclusive) (If Necessary).
3. Payment bond (pages 1 to 1, inclusive) (If Necessary).
4. Signed Proposal for FM 20 – 16" Waterline Extension (Attached).
4. Drawings consisting of Seven (7) sheets with each sheet bearing the following general title: FM 20 – 16" Waterline Extension.

B. The documents listed in Paragraph 9.01A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## ARTICLE 9 - MISCELLANEOUS

### 9.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

B. The City of Bastrop is responsible for providing the material and any testing associated with the project (i.e., Hydrostatic, Bacteriological sampling, etc.) with exception of the pipe embedment material.

9.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the 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 the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assign, and legal representatives to the other party hereto, their partner, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the 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 the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on October 15th, 2021 (which is the Effective Date of the Agreement)

OWNER:

CONTRACTOR:

City of Bastrop  
By: [Signature]  
Title: City Manager

M&C Fonseca Construction Co., Inc.  
By: [Signature]  
Title: President

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: [Signature]  
Title: City Secretary

Attest: [Signature]  
Title: Contracts Administrator

Address for giving notices:

Address for giving notices:

City of Bastrop  
P.O. Box 427  
Bastrop, TX 78602

M&C Fonseca Construction Co., Inc.  
1901 Prairie Creek Rd.  
Granite Shoals, TX 78654

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(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

License No.: NA  
(Where applicable)

Agent for service or process: \_\_\_\_\_

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)



1901 Prairie Creek Rd.  
 Granite Shoals, TX 78654  
 Office: (830) 596-1741  
 Fax: (800) 878-1716  
 Email: office@mcfonseca.com



PROJECT: FM 20 - 16" Waterline Extension  
 PO#:  
 DATE: September 23, 2021  
 TERMS:  
 LOCATION: FM 20  
 Bastrop, TX

QUOTE #	21-026
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Item	Description	Unit	Qty.	Price	Amount
1	Installation of 16" PVC Pipe (Bedding and Labor)	LF	2,062	\$ 50.00	\$ 103,100.00
2	Installation of 16" Gate Valve (Bedding and Labor)	EA	4	\$ 2,200.00	\$ 8,800.00
3	Installation of 24" Steel Casing (Open Cut)(Bedding and Labor)	LF	50	\$ 70.00	\$ 3,500.00
4	Trench Safety	LF	2,062	\$ 1.00	\$ 2,062.00
5	Tie-Into Existing 16" Gate Valve (Bedding and Labor)	EA	1	\$ 4,500.00	\$ 4,500.00
6	Installation of Air Release Valve	EA	1	\$ 2,200.00	\$ 2,200.00
7	Remove and Replace Existing Asphalt	SF	48	\$ 75.00	\$ 3,600.00
8	Remove and Replace Wired Fence	LF	50	\$ 21.00	\$ 1,050.00
9	Pot Hole and Locate Existing Utilities	LS	1	\$ 5,500.00	\$ 5,500.00
10	Traffic Control	LS	1	\$ 3,000.00	\$ 3,000.00
11	Clearing and Grubbing	LS	1	\$ 5,500.00	\$ 5,500.00
12	Site Restoration and Revegetation	LS	1	\$ 7,500.00	\$ 7,500.00
13	Permits (If Required)	LS	1	\$ 6,500.00	\$ 6,500.00
14	Mobilization	LS	1	\$ 5,000.00	\$ 5,000.00
15	Bonds and Insurance	LS	1	\$ 4,000.00	\$ 4,000.00
<b>TOTAL: \$</b>					<b>165,812.00</b>

**NOTES AND EXCLUSIONS**

**GENERAL**

- \* REPAIRS DUE TO NORMAL WEAR, VANDALISM, OR NEGLIGENCE WILL BE PERFORMED ON AN EXTRA WORK BASIS.
- \* ITEMS NOT SPECIFICALLY NOTED WILL BE ADDITIONAL.
- \* PRICES QUOTED ARE GOOD FOR 30 DAYS.
- \* Any discrepancy between M&C Fonseca Construction Co., Inc. bid proposal, this document, and the contract documents, this bid proposal shall supersede and prevail.
- \* RETAINAGE OF 10% IS REQUIRED PER CITY ORDINANCE
- \* M&C FONSECA CONSTRUCTION CO., INC. DOES NOT INDEMNIFY GENERAL CONTRACTOR OR PROJECT OWNERS FOR ACCIDENTS, INJURY, OR DEATH CAUSED SOLELY BY GENERAL CONTRACTOR OR PROJECT OWNERS ACTIVE OR PASSIVE NEGLIGENCE.

SUBMITTED   
 Jordan Rubig - Contracts Administrator

ACCEPTED: \_\_\_\_\_  
 Name  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 Date  
 \_\_\_\_\_  
 Job/PO#