

RESOLUTION NO. R-2023-104

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDING A CONTRACT TO HORIZON ROOFING SPECIALISTS FOR THE CITY OF BASTROP POLICE & COURT BUILDING ROOF IN THE AMOUNT OF ONE HUNDRED TWENTY-ONE THOUSAND SIX HUNDRED FIFTY-SEVEN DOLLARS AND ZERO CENTS (\$121,657.00) AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; 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 buildings; and

**WHEREAS**, The City of Bastrop City Council to award the contract to Horizon Roofing Specialists.

**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 award the contract to Horizon Roofing Specialists for the City of Bastrop Police & Court building roof in the amount of One Hundred Twenty-One Thousand Six Hundred Fifty-Seven Dollars and Zero Cents (\$121,657.00)

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resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.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

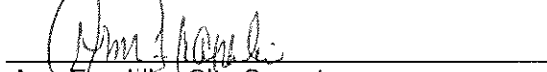
**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 25<sup>th</sup> day of July, 2023.

**APPROVED:**



\_\_\_\_\_  
Lyle Nelson, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**CITY OF BASTROP  
STANDARD CONTRACT FOR GENERAL SERVICES**

Over \$50K  
(8-16-2021)

This General Services Contract ("Contract") is entered by and between the **City of Bastrop**, a Texas Home-Rule Municipal Corporation (the "City"), and **Horizon Roofing Specialists, LLC**, acting by **Michael Rankin** (the "Engineer/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" or "City of Bastrop PD/Court Roof.").

**I. General Information and Terms.**

Engineer/Contractor's Name and Address:      Horizon Roofing Specialists, LLC  
P.O. Box 310604  
New Braunfels, Texas 78132  
Attn: Michael Rankin

General Description of Services:              Roof Overlay @PD/Municipal Court

Maximum Contract Amount:                    \$121,657.00

Effective Date:                                    On the latest of the dates signed by both parties.

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 professional engineering 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 from receipt of Contractor's invoices, except for the final billing. The City will pay the Contractor within 30 days from 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 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 (Texas Tax Code Section 151.309 and Title 3) and federal excise tax (Internal Revenue Code Subtitle D). 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 that is 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, then before bringing any legal action, the parties agree to try in good faith, 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. 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 Texas Government Code Section 2252.908. 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. Prohibition on Contracts with Companies Boycotting Israel. Certain contracts for goods and services are subject to the requirements of Texas Government Code Section 2270.002, (H.B. 89, as amended by H.B. 793). Specifically, contracts for good and services that:

(1) are between the City and a company with ten (10) or more full-time employees; and

(2) have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the City.

Under the provisions of this statute, if the above conditions apply the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract.

If this is a contract to which the verification requirement applies, the City has approved a verification form which must be filled out and signed by the Contractor and submitted to the City at the time of execution of this Contract.

### **III. Additional Terms or Conditions.**

#### **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.

#### **A. Audit**

Contractor and the Contractor's affiliates, subsidiaries, subcontractors, consultants, agents, and any other person associated with Contractor shall keep full and accurate books and records with respect to all Work performed, all payments and all expenditures in connection with this Agreement. The records to be maintained and retained by Contractor 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).

#### **B. 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 provide notice, 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 House Bill 89 Verification
- EXHIBIT B-1 Requirements for General Services Contract

**V. Signatures.**

**HORIZON ROOFING SPECIALISTS**

**CITY OF BASTROP**

By: Michael Rankin

By: Sylvia Carrillo

Printed Name: Michael Rankin

Printed Name: Sylvia Carrillo

Title: Managing Member

Title: City Manager

Date: 7-27-23

Date: Jul 28, 2023

**EXHIBIT A-1**

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

*(See Attached)*

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

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**

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

*New Braunfels, TX, USA*  
*Horizon Roofing Specialists, LLC*

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

*City of Bastrop*

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.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is Michael Rankin, and my date of birth is \_\_\_\_\_.

My address is 1184 Madeline St, N.B., TX, 78132, US.  
(street) (city) (state) (zip code) (country)

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

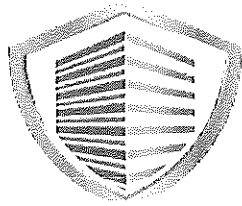
*Michael Rankin*  
 Signature of authorized agent of contracting business entity  
 (Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**

**EXHIBIT A-2**

**Scope of Services dated July 26, 2023**

*(See Attached)*



# HORIZON<sup>TM</sup> ROOFING SPECIALISTS

*We Rise to the Occasion!*

Prepared by Rocky DeMarco  
Cell Phone 512-718-3069

Date: July 17, 2023

## PROPOSAL

<b>Customer Name:</b>	<b>Job Name/Location:</b>
City of Bastrop	Bastrop Municipal Court
300 Water Street	104 Grady Tuck Ln.
Bastrop, TX 78602	Bastrop , TX 78602
Donald Smuck 512-718-3766	

### Proposal –based on Ultimate Roofings contract # 211001 with TIPS cooperative

⇒ Furnish and install Duro-Last 50 mil energy efficient and sustainable roofing system , encapsulate existing metal roof system, add Duro -Last EPS flute fill insulation and EPS fan fold under Duro-Last system , w/ Duro-Last insulation-plates & assoc. fasteners. Two piece metal edge detail . New 7” gutters, reuse existing downspouts if possible, if not a change order will be issued. Included TIPS fees and 15 yr. supreme warranty, . Furnish and install Duro-Last Roofing System according to manufacturers specifications including:

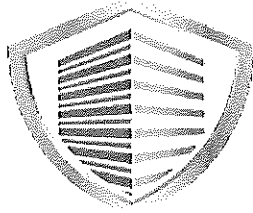
#### Scope of Work

- \*Duro-Last 50 mil reinforced energy efficient –sustainable single-ply roof membrane –dark gray
- \*Duro-Last Pre-fabricated curb flashings at all existing roof curbs
- \*Duro-Last Pre-fabricated pipe flashings at all sewer stack and other round penetrations
- \*Duro-Last Pre-fabricated roof drain boots, strainers and CDR rings
- \*Duro-Last Pre-fabricated parapet wall flashing at all roof to wall joints
- \*Duro-Last termination bar around all penetration curbs
- \*Duro-Last poly-plates and associated fasteners
- \*Duro-Last patented 2 way membrane venting system
- \*Duro-Last walk pad at AC units
- \*Duro-Last termination perimeter of bldg. Two piece metal compression edge detail (Color TBD)
- \*Duro-Last EPS flute fill insulation with EPS fan fold cap sheet under Duro-Last membrane
- \*Clean up and remove all roofing related debris.
- \* TIPS USA COOPERATIVE FEE IS INCLUDED.

Total price roof replacement w/ 15 year warranty.....\$ 121,657.00  
 Total Tax @ .0825 ( N/A with tax exempt certificate).....\$ N/A

(50% material draw due upon first order of material, balance due upon completion of scope of work)  
(Please submit tax exempt certificate)

\*The Duro-Last Warranty, 15 year supreme NON-PRORATED manufacturer’s full replacement MATERIAL AND LABOR , coverage against damage caused by ponding water (with sufficient drainage ) and consequential damage defined as interior damage resulting from a leak. This coverage is for the first 15 years and does not include contents. After final inspection, the Duro-Last Inspector will generate the appropriate warranty documents and have them available per the terms and conditions stated herein.



# HORIZON<sup>TM</sup>

## ROOFING SPECIALISTS

*We Rise to Observe!*

Date: July 17, 2023

### PROPOSAL

Prepared by Rocky DeMarco  
Cell Phone 512-718-3069

<b>Customer Name:</b> City of Bastrop 300 Water Street Bastrop, TX 78602	<b>Job Name/Location:</b> <b>**New Duro-Last Roofing System**</b> Bastrop Municipal Court 104 Grady Tuck Ln. Bastrop, TX 78602
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### SCOPE OF WORK

**Disclaimer:** Any additional work required, tear out, electrical, HVAC, plumbing, mechanical or lightning protection, will only be initiated upon owners approval accompanied with a change order.

Any Alterations or deviation from the scope of work involving extra costs including, but not limited to, additional materials and labor will be executed only upon written change orders submitted to Horizon Roofing Specialists, which will result in an extra charge over this proposal.

- The base price does not include any allowances for roof deck replacement or for other hidden damages.
- Proposal based on overlay of existing roof.
- permits included, bonding not included.
- Horizon Roofing Specialists is not responsible for existing conditions of roof, or for defects in the design or construction of the building, (including any design that allows ponding water on the roof) its structural components or fixtures, modifications or additions which are made on, to or through the Duro-Last Roofing System.
- Horizon Roofing Specialists is not responsible for conduit whether on the roof, within the roof or below the existing roofing system.
- Horizon Roofing Specialists is not responsible for the calibration, recalibration, readjustment and/or testing on any electronic equipment such as but not limited to satellite dish, camera security, communication equipment, GPS devices, or recertification of lightning rods (grounding system).

Please be advised that noise created by installation of roof is normal and is expected during working hours. If this is an issue please advise prior to commencement.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the specifications submitted for the above work and completed in a substantial workmanlike manner for the sum of:

Total price roof replacement w/ 15 year warranty.....\$ 121,657.00
Total Tax @ .0825 ( N/A with tax exempt certificate).....\$ N/A

(50% material draw due upon first order of material. balance due upon completion of scope of work)
(Please submit tax exempt certificate)

Any alteration or deviation from above specifications involving extra costs will be executed only upon written change orders and will become an extra charge over and above the proposal. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance upon above project. The building owner is responsible to secure any items within or around the building that could be disturbed by the process of the work to be performed. The building owner agrees to supply to Horizon Roofing Specialists, at no charge, use of power/water supply, space for signage, and access to the roof and all areas of the exterior of the buildings including: designated space for cranes, dumpsters, material storage, and portable toilets. We will make every attempt to work with your schedule and keep any inconveniences that you may encounter to a minimum. All warranties and lien wavers will be issued after the receipt of final payment. After 30 days accounts will be charge interest at a rate of 18% annum. Should there be a default in payment according to the contract terms, the defaulting party shall be responsible for any/all collections and attorney fees.

NOTICE TO OWNER:

Any person or company supplying labor or materials for this project on your property may file a lien against your property if that person or company is not paid for their contributions. Under Texas law you have the right to pay persons who supplied labor or materials for this project directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the project unless we give you a lien waiver signed by persons who supplied any labor or materials for the improvement and who gave you timely notice.

Respectfully submitted by Horizon Roofing Specialists

Date \_\_\_\_\_ Per \_\_\_\_\_ Rocky DeMarco

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date \_\_\_\_\_ Signature \_\_\_\_\_ OPTION A \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_ OPTION B \_\_\_\_\_

# Exclusions & Disclaimers

Exclusions: Snow removal, structural repairs, skylights, carpentry, plumbing, electrical, mechanical, masonry, or code upgrades unless specifically mentioned in the above scope of work. Horizon Roofing Specialists neither assumes nor accepts any responsibility for the proper construction, slope or moisture content of the roof deck. Horizon Roofing Specialists is not responsible for leakage through the existing roof or other portions of the building that have not yet been re-roofed by Horizon Roofing Specialists. You agree to inform Horizon Roofing Specialists in advance about any hazardous or regulated substances, including but not limited to asbestos or mold, that may exist or be encountered anywhere in or around the work area. If Horizon Roofing Specialists encounters any such substance during the course of performance of this proposal, Horizon Roofing Specialists will immediately stop work until you have arranged for the containment, removal and cleanup of the substance as required by any applicable law. Horizon Roofing Specialists is not responsible for any costs associated with containment, disposing of or cleaning up any substances encountered by us, or directly or indirectly affected by our work, unless that is specifically agreed to in the proposal. Further, you will be responsible for any increased costs of performance caused to Horizon Roofing Specialists by the existence of any such substance in and around the work area.

Disclaimers: Horizon Roofing Specialists is an installer only of roofing and waterproofing materials intended to keep exterior moisture from penetrating through roofing material. We are not a designer, architect or engineer. Horizon Roofing Specialists makes no warranties or guarantees as to the adequacy of existing or new roof venting to prevent excess humidity and consequential problems of condensation and mold, or any other interior climatic problems. We recommend that owner consults with an architect, engineer or other interior air quality professional concerning ventilation concerns. Owner acknowledges that noise, fumes and odors will be generated as part of normal roofing operations. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Horizon Roofing Specialists price is based upon there not being electrical or other conduit or other materials embedded within the roof assembly or directly affixed to the underside of the roof deck unless expressly identified on the face of this proposal and shall compensate Horizon Roofing Specialists for additional time, labor and expense resulting from the presence of such materials. Customer acknowledges that re-roofing of an existing building may cause disturbances, dust or debris to fall into the interior. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Horizon Roofing Specialists shall not be responsible for disturbance, damage, clean-up or loss to interior property that Customer did not remove or protect prior to the commencement of roofing operations. Unless otherwise agreed, it is understood that the work shall be performed during regular work hours of regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our published rates for such work, shall be added to the contract amount. Neither you nor Horizon Roofing Specialists shall be liable to the other party hereto for any loss, damage or delay arising out of any cause beyond the reasonable control of either party, including but not limited to: Acts of government, strikes, lockouts, fire explosion, theft, floods, riot, civil commotion, war, and malicious mischief, unless such loss or damage results from the acts or omissions of Horizon Roofing Specialists. Horizon Roofing Specialists liability with respect to any claim by you of any nature pursuant to this agreement shall be limited to the dollar amount of this proposal. Under no circumstances shall either of us be liable to the other for any consequential damages from whatever cause arising.



**EXHIBIT A-3**

House Bill 89 Verification

*(See Attached)*

**House Bill 89 Verification Form**

I, Michael Rantin (printed person's name), the undersigned representative of (Company or Business name) Horizon (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

*Pursuant to Section 2270.001, Texas Government Code:*

1. "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 Israel-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

7-27-22

DATE

Michael Rantin

SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

\_\_\_\_\_

**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  
Public Works Department  
~~P. O. Box 427~~  
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:
- |                       | <u>Very High/High Risk</u> | <input checked="" type="checkbox"/> <u>Medium Risk</u> | <u>Low Risk</u> |
|-----------------------|----------------------------|--|-----------------|
| 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)
- |                        | <u>Very High/ High Risk</u> | <input checked="" type="checkbox"/> <u>Medium Risk</u> | <u>Low Risk</u>        |
|------------------------|-----------------------------|--|------------------------|
| 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 Sugar Land) 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 Sugar Land)  
     \$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.