

RESOLUTION NO. R-2024-163

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS RATIFYING AN EXPENSE IN THE AMOUNT OF \$86,325.60 (EIGHTY-SIX THOUSAND, THREE HUNDRED TWENTY-FIVE AND 60/100) TO SOLE SOURCE PROVIDER, ARCHITARIUM, LLC, AS ATTACHED IN EXHIBIT B, FOR THE PURCHASE OF THE COLUMBARIUM UNITS FOR THE FAIRVIEW CEMETERY SECTION 9 EXPANSION PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Bastrop, Texas has appointed the City Manager as the Chief Administrative Officer of the City; and

WHEREAS, the City Manager is responsible for the proper administrator of all affairs of the City; and

WHEREAS, the City Council of the City of Bastrop understands the importance of providing an overall lower cost and shorter timeline to the Fairview Cemetery Section 9 Expansion project; and

WHEREAS, the need to place an order for the columbarium units was necessary to complete the project on time and under budget; and

WHEREAS, the City of Bastrop will provide a loan from the FY2024 General Fund to be reimbursed by the Cemetery Fund FY25.

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 purchase the columbarium units for the Fairview Cemetery Section 9 Expansion project, at a total cost of \$174,471.20.

Section 2: That the deposit of \$86,325.60 as a 50% deposit is ratified as of November 12, 2024.

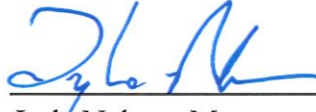
Section 3: The City Council of the City of Bastrop, Texas has found Architarium to be a subject matter expert in the field of columbarium structures.

Section 4: 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resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.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 5: 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 12th day of November, 2024.

APPROVED:



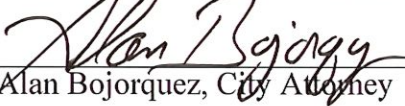
Lyle Nelson, Mayor

ATTEST:



Victoria Psencik, Assistant City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney



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Initial SM, P.A.O.

COLUMBARIUM MANUFACTURING AGREEMENT
10/24/2024

A. Parties. Capitol Engraving Co. Inc. d.b.a. Architarium of Austin, TX ("Manufacturer") and City of Bastrop, Fairview Cemetery of Bastrop, TX ("Client") have entered into a binding agreement to manufacture columbarium components as described below.

B. The Manufacturer Agrees:

1. Labor and Materials. To furnish all necessary material and labor and to manufacture at its plant at 4004 Woodbury Drive in Austin, TX and deliver columbarium components to the Client at:

City of Bastrop, Fairview Cemetery
1307 State Hwy 95
Bastrop, TX 78602

2. Manufacture. To fabricate the columbarium ("Components") according to the plans and specifications described in this Agreement. Manufacturer acts as a supplier, not as a subcontractor.

3. Skill. To prepare the Components in a good and workmanlike manner, from materials of good quality, with no defects that will prevent installation.

4. Delivery. Completion and delivery of the Components is estimated at 36 - 42 business weeks from receipt of deposit and signed manufacturing agreement. Any delays in response to Manufacturer's requests for information, decisions or approvals may impact the delivery date. Any delivery delay will be based on the current manufacturing schedule, not the numbers of days of response delay.

C. The Client Agrees:

1. Acceptance of Goods: Components will be inspected by Client at the time of delivery.

2. Columbarium Pricing: Flat Wall Insert

Table with 4 columns: Configuration, Niches / Section, Sections, Total Price. Rows include 6W Col x 4H Row 12" and 2W Col x 6H Row 8".

3. Shipping. Delivery to the above address by Architarium: \$1,820.00

4. Pricing. Pricing is valid for 30 days from the date that this contract is tendered to the Client. In addition, in the event of any delay of commencing production exceeding 30 days resulting solely from the Client's actions, the Client agrees that any increased costs and charges incident to the completion of the articles shall

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Initial SC, PAO.

be increased accordingly, but only to the point of absorbing any increases in costs of material due to such delay by the Client and necessarily paid by Manufacturer. A working drawing is provided after receipt of signed manufacturing agreement and deposit. Field visits, shipping and installation are not included in the pricing unless explicitly itemized. All customer drawings generated by Architarium must be approved by the Client. These drawings will define columbarium dimensions and estimated weight.

5. **Payment.** Client shall pay to Manufacturer a deposit equaling 50% of the columbarium cost in production (such deposit is calculated as **\$86,325.60**). **The columbarium balance is due within 15 business days of completion of order.** Late payment charges of 1.5% per month will accrue on all balances starting 15 days after final invoice date. If the Client is not ready to take delivery, not to exceed two weeks from columbarium completion. Architarium can store the columbarium for a fee of \$200.00 per week after the first 15 days of storage.

D. It is further mutually agreed:

1. **Risk of Loss.** That any loss from the destruction of any completed, or partially completed units, which may occur prior to delivery thereof by Manufacturer, shall be borne by Manufacturer. Any loss from destruction, breakage or otherwise, however caused, which may occur after delivery of completed Components, shall be suffered by the Client if such loss is not occasioned by some act or omission of duty on the part of Manufacturer.

2. **Transfer of Title.** That the title to the completed units shall pass to the Client upon delivery C.I.F. and acceptance at

City of Bastrop, Fairview Cemetery

1307 State Hwy 95

Bastrop, TX 78602

3. **Cancellation.** The Client shall reimburse Manufacturer for all work performed and materials purchased if Client halts production, provided, however, such halt is not for reason of breach of this agreement by Manufacturer.

4. **Excuse for Non-performance.** Impossibility of performance by reason of any act of God, war, hurricane, flood, legislative, executive or judicial act of the Government, the State or of any political subdivision or municipality thereof or from any other similar to dissimilar cause which cannot be prevented by either party hereto by the exercise of proper diligence, shall excuse performance of this agreement.

5. **Photography.** The Manufacturer has rights to photograph and publish content related to Components.

E. Specification.

Model 1540, Flat Wall Insert

Niches 12"x12"x12" (Inside dimension 11.125"W x 10.75"H x 11.125"D)

Niches 8"x8"x12" (Inside dimension 7.125"W x 6.75"H x 11.125"D)

Included: 8 spare niche faceplates of each size

Faceplate material: TBD



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Included: faceplate removal and attachment instructions; email and phone support; hardware; faceplate removal/replacement tools.

F. Entire Agreement and Modifications. This Agreement contains the entire Agreement of the parties. No other Agreement, statement, or promise made on or before the effective date of the Agreement will be binding upon the parties unless explicitly noted in this Agreement. This Agreement may be modified by subsequent agreement of the parties only by mutual consent set forth in writing, modifications may incur additional costs to Client. Any facsimile / email transmission of this Agreement stored by Manufacturer in electronic or paper form shall constitute an original for all purposes.

G. Severability. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

H. Jurisdiction and Venue. If there is any dispute arising out of this Agreement, the law of the State of Texas shall apply. Venue will be exclusively in Travis County, and you hereby consent to the jurisdiction of the courts therein.

I. Authority. The representatives for Manufacturer and Client listed below are the authorized agents of their respective party for this project. Additional authorized agents must be provided in writing. Any other individuals will be redirected to the appropriate agent to ensure communications go through duly authorized agents. All instructions and commitments will be issued in written, not oral, form.

J. Trade Secrets.

1. It is understood between the parties that Manufacturer will have to disclose to Client confidential information, inventions, and processes that are the Manufacturer's property, used in the course of Manufacturer's business. In particular, Client will have access to and be dealing with such confidential matters in connection with this Agreement. Client hereby agrees that it, along with its principals, owners, officers, employees and agents, will not disclose to anyone, directly or indirectly, any of such confidential matters, or use them other than in the course of this agreement, except to the extent required under the Texas Public Information Act.

2. All documents that Client receives, or confidential information that might be given to the same in the course of work under this agreement, are the exclusive property of Manufacturer. Under no circumstances shall any such information or documents be disclosed or discussed with anyone other than Manufacturer without Manufacturer's written consent first being obtained, except to the extent required under the Texas Public Information Act.

3. **Public Information Act.** Notwithstanding the foregoing, the Manufacturer acknowledges that the City and the work under this contract are subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code Chapter 552). The Manufacturer shall

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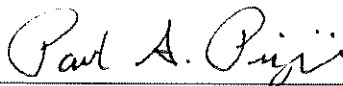
specifically and conspicuously mark in red any documents containing trade secrets or confidential information provided to the City to identify the information as such. The City of Bastrop will follow all requirements and procedures in the Texas Public Information Act when responding to requests for disclosure of documents.

K. Limited Warranty. The finished product is subject to Manufacturer's Limited Warranty, provided separately.

L. Disclosure. Client acknowledges the following facts about columbarium face plate materials. Stone may vary in color and appearance, even within the same lot and quarry. Tile and slab for a given type of stone may not originate from the same suppliers and may not match exactly. Stone that is unsealed may discolor temporarily or permanently. Any material placed horizontally on the ground or against a wall containing mortar or other alkaline substance like limestone may experience wear or staining quickly.

M. Compliance with Texas Governmental Procurement Verifications. The Manufacture shall comply with the governmental procurement requirements for certain verifications by executing the verification attached hereto as Exhibit A.

N. Authorization. By signing below, I confirm that I have the authority to enter into this agreement and agree to its terms.




11-08-2024

Paul Pinigis

Date

Architarium
4004 Woodbury Dr.
Austin, TX 78704
(512) 441-8885


Sylvia Carrillo (Rev. 4, 2024 10 07 CST)

04/11/2024

Signature

Date

Sylvia Carrillo
Printed Name

City Manag
Title

City of Bastrop
1311 Chestnut Street
Bastrop, TX 78602
(512) 332-8800
DWN1418



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EXHIBIT A

Compliance with Texas Governmental Procurement Requirements

A. HB 1295 Compliance.

The Manufacturer will comply with Section 2252.908 of the Texas Government Code, which requires the Manufacturer to fill out a conflict of interest form (“Disclosure of Interested Parties”) and file it with the City at the time the signed contract is submitted to the City. The City then files it with the Texas Ethics Commission. For further information please go to the Texas Ethics Commission website via the following link.
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

B. No Boycott of Israel.

Pursuant to Section 2270.0002, Texas Government Code, the Manufacturer 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 Agreement. The foregoing verification, including the associated affirmation under penalty of perjury that is appended to this Agreement and which is hereby incorporated into this Agreement, 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 Manufacturer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Manufacturer and exists to make a profit.

C. The Manufacturer is not a Terrorist Organization.

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the Manufacturer 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



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Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Manufacturer 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 Manufacturer and exists to make a profit.

D. Verification Regarding Energy Company Boycotts.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2276.002, Texas Government Code, the Manufacturer 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 Agreement. The foregoing verification, including the associated affirmation under penalty of perjury that is appended to this Agreement and which is hereby incorporated into this Agreement, 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 Manufacturer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Manufacturer and exists to make a profit.

E. Verification Regarding Discrimination Against Firearm Entity or Trade Association.

To the extent this Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, “SB 19”), as amended, the Manufacturer 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 Agreement against a firearm entity or firearm trade association.

The foregoing verification, including the associated affirmation under penalty of perjury that is appended to this Agreement and which is hereby incorporated into this Agreement, 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 (as added by Senate Bill 19). The Manufacturer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Manufacturer and exists to make a profit.



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VERIFICATION

The undersigned hereby affirms that they are the authorized representative and agent of the Manufacturer, **Architarium**, for the purpose of making this verification, and that all representations in this Exhibit A, incorporated herein by this reference, are true.

Paul A. Pinigis 11-08-2024
Paul Pinigis Date