

Bastrop, TX City Council Meeting Agenda
Bastrop City Hall City Council Chambers
1311 Chestnut Street
Bastrop, TX 78602
(512) 332-8800



April 30, 2026

Special City Council Meeting at 5:30 PM

City of Bastrop City Council meetings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary at (512) 332-8800 or write 1311 Chestnut Street, 78602, or by calling through a T.D.D. (Telecommunication Device for the Deaf) to Relay Texas at 1-800-735-2989 at least 48 hours in advance of the meeting.

The City of Bastrop reserves the right to reconvene, recess, or realign the Regular Session or called Executive Session or order of business at any time prior to adjournment.

PLEASE NOTE: ANYONE IN ATTENDANCE WISHING TO ADDRESS THE COUNCIL MUST COMPLETE A CITIZEN COMMENT FORM AND GIVE THE COMPLETED FORM TO THE CITY SECRETARY PRIOR TO THE START OF THE CITY COUNCIL MEETING. ALTERNATELY, IF YOU ARE UNABLE TO ATTEND THE COUNCIL MEETING, YOU MAY COMPLETE A CITIZEN COMMENT FORM WITH YOUR COMMENTS AT CITYOFBASTROP.ORG/CITIZENCOMMENT AT LEAST TWO HOURS BEFORE THE MEETING STARTS ON THE REQUESTED DATE. COMMENTS SUBMITTED BY THIS TIME WILL BE GIVEN TO THE CITY COUNCIL DURING THE MEETING AND INCLUDED IN THE PUBLIC RECORD, BUT NOT READ ALOUD. COMMENTS FROM EACH INDIVIDUAL IN ATTENDANCE WILL BE LIMITED TO THREE (3) MINUTES.

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**

TEXAS PLEDGE OF ALLEGIANCE - *Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.*

- 3. INVOCATION**
- 4. CITIZEN COMMENTS**

At this time, three (3) minute comments will be taken from the audience on any topic. Anyone in attendance wishing to address the Board/Commission must complete a citizen comment form and give the completed form to the Board/Commission Secretary prior to the start of the Board/Commission meeting. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not



STAFF REPORT

MEETING DATE: 04/30/2026

TITLE:

Consider and act on Resolution No. R-2026-72, approving an IDIQ for Pavement Maintenance Services Task Order #1 with Bennett Paving. for a not-to-exceed amount of Four Hundred Sixty Two Thousand, Four Hundred Dollars and Zero Cents (\$462,400.00) for the Pavement Rehabilitation of Wilson Street.

AGENDA ITEM SUBMITTED BY:

Submitted by: Andres Rosales, Assistant City Manager

BACKGROUND/HISTORY:

The City entered into a Standard Contract for Pavement Maintenance Services with Bennett Paving, Inc. for IDIQ services under RFP No. PW-2025-03, with selection documented in City Council Resolution No. R-2026-18.

The contract includes pavement maintenance services such as asphalt repair, pothole repair, crack sealing, seal coats, milling, overlays, base repair, traffic control, and emergency work. The contract maximum amount is \$2,500,000 and the initial term is two years from the effective date, with an optional one-year renewal. The contract provides for subsequent addendums/task orders to define the scope and compensation for specific projects, subject to the contract maximum.

The proposed Task Order #1 covers Street Paving Maintenance IDIQ work on Wilson Street, Bastrop, TX 78602, including an optional tie-in at Wilson Street and Buttonwood Street. The addendum states that the total payments for the project under the addendum shall not exceed \$462,400.00 and that performance and payment bonds are required for the additional work.

FISCAL IMPACT:

The not-to-exceed amount for Task Order #1 is \$462,400.00. This amount is within the \$2,500,000 maximum contract amount authorized under the IDIQ contract. This project will be funded from the 2026 Street Rehabilitation Fund.

RECOMMENDATION:

Consider action authorizing the City Manager to execute Task Order #1 with Bennett Paving for the IDIQ Pavement Maintenance Services project in the amount of \$462,400.00.

ATTACHMENTS:

1. Resolution

2. IDIQ Pavement Maintenance Services Addendum

RESOLUTION NO. R-2026-72

A RESOLUTION OF THE CITY OF BASTROP, TEXAS, APPROVING IDIQ PAVEMENT MAINTENANCE SERVICES TASK ORDER #1 WITH BENNETT PAVING FOR THE PAVEMENT REHABILITATION OF WILSON STREET IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED SIXTY-TWO THOUSAND, FOUR HUNDRED DOLLARS AND ZERO CENTS (\$462,400.00); AUTHORIZING THE CITY MANAGER TO EXECUTE THE TASK ORDER AND RELATED DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City entered into a Standard Contract for Pavement Maintenance Services with Bennett Paving, Inc. for IDIQ services under RFP No. PW-2025-03, with selection documented in City Council Resolution No. R-2026-18.

WHEREAS, The contract includes pavement maintenance services such as asphalt repair, pothole repair, crack sealing, seal coats, milling, overlays, base repair, traffic control, and emergency work, with a contract maximum amount of \$2,500,000, an initial term of two years from the effective date, and an optional one-year renewal.

WHEREAS, The contract provides for subsequent addendums and task orders to define the scope and compensation for specific projects, subject to the contract maximum.

WHEREAS, Task Order #1 covers Street Paving Maintenance IDIQ work on Wilson Street, Bastrop, Texas 78602, including an optional tie-in at Wilson Street and Buttonwood Street.

WHEREAS, The addendum states that total payments for the project under the addendum shall not exceed \$462,400.00 and that performance and payment bonds are required for the additional work.

WHEREAS, The City Council finds that approving Task Order #1 and authorizing execution of the necessary documents is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bastrop:

Section 1: All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council and are hereby approved and incorporated into the body of this Resolution.

Section 2: The Council approves IDIQ Pavement Maintenance Services Task Order #1 with Bennett Paving, Inc. for the pavement rehabilitation of Wilson Street in an amount not to exceed Four Hundred Sixty-Two Thousand, Four Hundred Dollars and Zero Cents (\$462,400.00).

Section 3: The City Manager is authorized to execute Task Order #1 and any related documents necessary to carry out the intent of this Resolution, consistent with the approved not-to-exceed amount and contract terms.

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: The meeting at which this Resolution was passed was open to the public, and public notice of the time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act.

Section 6: This Resolution shall take effect immediately upon its passage.

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, Texas,
on this, the ____ day of _____ 2026.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

**ADDENDUM TO
CITY OF BASTROP
STANDARD CONTRACT FOR
PAVING MAINTENANCE SERVICES**
(under RFP PW-2025-003 for IDIQ Services)

This **Addendum (“Addendum”)** to the *City of Bastrop Standard Contract for Paving Maintenance Services under RFP NO. PW-2025-03 for IDIQ Services* (“Contract”), is made and entered into, by and between the City of Bastrop, Texas (the “City”) and **Bennett Paving, LLC** (the “Contractor”).

WHEREAS, the Contract was awarded based on the Contractor’s response to the City’s *Request for Proposals (“RFP”) for Indefinite Delivery Indefinite Quantity (“IDIQ”) for Paving Maintenance Services* (referred to as RFP NO. PW-2025-03), and the City’s selection of the Contractor as documented in City Council Resolution No. R-2026-18; and

WHEREAS, the City and the Contractor entered into the Contract on April 9, 2026, and as the terms that will govern the provision of the Services by the Contractor for specific Projects (referred to as “Activations” in the RFP) during the term of the Contract, and Section II.A. of the Contract provides for the Parties to agree to subsequent addendums to the Scope of Services under the Contract to identify and agree to the scope of a specific Project, including requirements for meetings and Project milestones, and compensation for the Project, with total payments subject to the Maximum Contract Amount in Section I.C. of the Contract; and

WHEREAS, The City wishes to engage the Contractor to perform certain services for a specific Project described as the Additional Scope of Services described in Attachment “A” to this Addendum, in accordance with the specifications of the Contract and this Addendum.

NOW, THEREFORE, the City of Bastrop and the Contractor do hereby agree to this Addendum to the Contract as follows:

- 1. Addendum to the Scope of Work.** Pursuant to the terms of this Addendum and the Contract, in addition to the initial Scope of Work under the original Contract, the Contractor shall perform the Additional Scope of Services described in Attachment “A” to this Addendum, attached hereto and incorporated by reference herein, including providing the City with performance and payment bonds sufficient for the \$6,259.00 in additional work under this Additional Scope of Services.
- 2. Addendum Subject to Not-To-Exceed Amount.** The total payments by the City to the Contractor for the Project under this Addendum shall not exceed \$462,400.00; provided that the total payments under the Contract, including this Addendum, may not exceed the Maximum Contract Amount in Section I.C. of the Contract.
- 3. Interpretation of this Addendum.** Except as modified herein by this Addendum, all other terms and conditions of the Contract shall continue in full force and effect. The Contract, as modified by this Addendum, supersedes all prior agreements and

understandings (oral and written) between the Parties with respect to the subject matter hereof to the extent in conflict therewith. The provisions of this Addendum, including, without limitation, all exhibits attached to this Addendum, are hereby incorporated into and made a part of the Contract.

4. Severability. The City and Contractor agree that should any provision of the Contract, as modified by this Addendum, be determined to be invalid or unenforceable, such determination shall not affect any other term of the Contract or this Addendum, which shall continue in full force and effect.

5. Additional Contract Documents. The following documents attached to this Addendum are hereby incorporated by reference into and are part of the Contract, as modified by this Addendum:

City of Bastrop, Texas:

Contractor:

Signature

Signature

Date

Date

Printed Name

Printed Name

BENNETT PAVING

STRIPING • REPAIRS • SEAL COATING • CONCRETE

P.O. BOX 2309 LEANDER, TX 78646
Phone: (512) 740-8603
Fax: (512) 355-4193

Date: 4/ Item 5A.

Estimate:: 20239

Customer

Company: City of Bastrop

Contact: Elisha Perkins

Address:

1311 Chestnut Street
Bastrop, TX 78602

Phone:(512) 332-8810

Email: eperkins@cityofbastrop.org

Job Name

Street Paving Maintenance IDIQ

Job Location:

Wilson Street
Bastrop, TX 78602

Description	QTY	Price	Total
700S-TM: Mobilization	1 WO	\$4,000.00	\$4,000.00
110S-A: Street Excavation 6"	5530 SY	\$30.00	\$165,900.00
341M: Hot Mix Asphaltic Concrete Pavement, 6 Inches	5530 SY	\$50.00	\$276,500.00
803S-WD: Barricades, Signs, and Traffic Handling	5 WD	\$2,000.00	\$10,000.00
110S-A: Street Excavation 6" (Tie-in at Wilson St & Buttonwood St)	75 SY	\$30.00	\$2,250.00
341M: Hot Mix Asphaltic Concrete Pavement, 6 Inches (Tie-in at Wilson St & Buttonwood St)	75 SY	\$50.00	\$3,750.00

Subtotal:	\$462,400.00
Sales Tax:	\$0.00
Grand Total:	\$462,400.00

TERMS AND CONDITIONS: The GRAND TOTAL is due upon completion of Bennett Paving’s work. Any deviation or alteration from the work and any specifications described by this agreement, involving additional work, material, (Material Price increases) or labor will be performed only upon agreed written orders for same. All additional work, material, and labor will become an extra charge over the Grand Total agreed in this contract. This agreement, and modifications to this agreement, must be made in writing. All permits and fees are excluded unless otherwise noted. Contractor is not responsible for utility lines less than 12" deep. Contractor agrees to carry Workers' Compensation, Commercial General Liability, and Property Damage Insurance upon the labor furnished in this Contract. It is agreed that an additional charge will be added to this estimate if Customer requires a waiver of subrogation and or inclusion as an additional insured to any Bennett Paving’s insurance policies. All sums due and owing under this contract shall be paid to BENNETT PAVING INC at its offices located in LEANDER, Travis County, Texas. The parties hereto agree that venue for any action hereunder, whether legal or equitable, shall be Travis County, Texas. Interest shall accrue on all past due amounts at the rate of 1.5% monthly for a maximum interest totaling 18% per year (simple interest) beginning 30 days after completion of the work. Customer agrees to pay reasonable attorney's fees, expert witness fees, discovery costs and all costs of court, and any other expenses incurred by BENNETT PAVING INC. in the collection of any sums under this contract or defending any claims by Customer. Customer shall not withhold retainage from payment to Bennett Paving, Inc. **This proposal is only valid for 15 days after which the same is automatically revoked.**
1) Mix Prices are based on liquid AC rack prices of \$700 per ton or less, for PG 64-22; Your hot mix prices, with PG 64 and PG76 will be adjusted upward for AC Coastal Rack price increase above \$700 per ton. AC price escalators will be \$3.00 per \$25.00 increase.

PROPOSAL ACCEPTANCE: Your signature upon this proposal creates a binding contract between you and Bennett Paving, Inc.

 Authorized Signature

 Printed Name

 Title

 Date

Thank you for the opportunity
 to bid this work for you!
 Respectfully submitted by:

Adam Ouda
Office
adam@bennettpavingtx.com



Notes:
Optional Tie-in

ATTACHMENT A

**Addendum to EXHIBIT A-2: Additional Scope of Work
Pavement Maintenance Services**