STANDARD FORM OF AGREEMENT BETWEEN
OWNER AND CONTRACTOR

THIS AGREEMENT is effective as of the _____ day of _____ in the year 2024 by and between City of League City (hereinafter called "**OWNER**") and Metro City, LLC (hereinafter called "**CONTRACTOR**").

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The Work is generally described as the Phase 2 Main Street Sidewalk Improvements from east of IH 45 to Railroad Tracks (RE2301B)**,** and all necessary work of every kind or nature, including all extra work in connection therewith necessary to complete said improvements, under the terms as stated in the Contract Documents.

ARTICLE 2. CONTRACT DOCUMENTS

The Contract Documents, which are herein incorporated by reference, include this Agreement, any Addenda, General Conditions, Supplementary Conditions, all specifications and plans, the Bid Proposal submitted by CONTRACTOR and any written modifications, CONTRACTOR'S Performance and Payment Bonds, and all Bid Documents (including Technical Specifications and Drawings) for the Phase 2 Main Street Sidewalk Improvements from east of IH 45 to Railroad Tracks (RE2301B) that are included in the Project Manual for Bid No. 24-045.

ARTICLE 3. ENGINEER.

The Project has been designed by HR Green, who is hereinafter called "**ENGINEER**" and 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 completion of the Work in accordance with the Contract Documents.

ARTICLE 4. CONTRACT TIME.

The Contract Time begins to run on the date indicated in the Notice to Proceed. Contractor shall mobilize and begin Work in earnest no later than ten (10) calendar days after the date indicated on the Notice to Proceed. The Work will be complete within 130 calendar days after the date the Contract Time commences.

ARTICLE 5. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds as follows: **Four Hundred Sixty-Five Thousand Seven Hundred Fifty Eight dollars and Fifty cents ($465,758.50).**

ARTICLE 6. PAYMENT PROCEDURES.

CONTRACTOR shall submit, and ENGINEER shall process, Applications for Payment in accordance with the General, Supplementary, and Special Conditions.

6.1 **Progress Payments.** OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER. The CONTRACTOR must submit its pay estimate as prescribed in the Supplementary and Special Conditions of these Contract Documents. An amount not exceeding ten percent of the total of each progress payment shall be retained by OWNER as allowed by law.

6.2 **Final Payment.** Completion and acceptance of the Work by ENGINEER and OWNER is a condition precedent to final payment. Contingent upon completion and acceptance of the Work by ENGINEER and OWNER, the OWNER shall make final payment including payment of retainage as allowed by law.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

To induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined, carefully studied and understands the Contract Documents (including Addenda) and the other related data identified in the Bidding Documents.

7.2 CONTRACTOR visited the site and became familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

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

7.4 CONTRACTOR has carefully studied all reports, explorations and tests of subsurface conditions and physical conditions at or contiguous to the site. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of such and information and data.

7.5 CONTRACTOR is aware of the general nature of work performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 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.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.8 Prohibition on Boycotting Israel: Pursuant to Section 2270.002, Texas Government Code, by executing this Agreement, CONTRACTOR verifies that CONTRACTOR: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.

7.9 Prohibition Against Business with Iran, Sudan or Foreign Terrorist Organizations: CONTRACTOR warrants, covenants, and represents that CONTRACTOR is not engaged in business with Iran, Sudan or any company identified on the list referenced in Section 2252.152, Texas Government Code.

7.10 Prohibition on Boycotting Energy Companies: Pursuant to Section 2274.002 of the Texas Government Code, by executing this Agreement Contractor verifies that Contractor (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement.

7.11 Prohibition on Discrimination against Firearm Industries: Pursuant to Section 2274.002 of the Texas Government Code, by executing this Agreement Contractor verifies that Contractor (1) does 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.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed three (3) copies of this Agreement. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on _____ of _____, 2024.

OWNER:

City of League City

By: _____
John Baumgartner, City Manager

Attest:

By: _____
Diana Stapp, City Secretary

Approved as to Form:

By: _____
Michelle L. Villarreal, City Attorney

Address for giving notices:
300 West Walker Street
League City, Texas 77573

CONTRACTOR:

Metro City, LLC

By: _____

Address for giving notices

_____