

**Public Safety Building Special
Vehicles Building Expansion Project**

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is effective as of the _____ day of _____ in the year 2020 by and between City of League City (hereinafter called "**OWNER**") and The Trevino Group, INC (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 existing building is a premanufactured metal building and is approximately 33 feet x 133 feet for a total of 4,389 square feet. The police department desires to expand the easternmost bay by approximately 15 feet in depth toward the north in order to accommodate a new 38-foot-long mobile command vehicle. A new slab will be designed to support the extension, and architectural drawings produced to show the overall exterior configuration, wall sections and details. The existing sectional door will remain in that bay, but accommodations may be made for a future sectional door in the new extension, should it be desired to make it a drive-through bay at some point in the future, 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 other Bid Documents (including Technical Specifications and Diagrams) for the Public Safety Building Special Vehicle Building Expansion that are located in the Project Manual for Bid No. 20-CIP-030.

ARTICLE 3. ENGINEER.

The Project has been designed by: PGAL, Inc, 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 earlier of the date indicated in the Notice to Proceed or 30 days after the effective date of the Agreement. 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 substantially complete within 52 calendar days after the date the Contract Time commences. The Work will be finally completed in accordance with the Contract Documents within 82 calendar days after the date when 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: Seventy-Eight Thousand Dollars and Zero Cents. (\$78,000.00).

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 Terrorists 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.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed five (5) 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 _____, 2020.

OWNER: CITY OF LEAGUE CITY

CONTRACTOR: The Trevino Group, INC

By: _____
John Baumgartner, City Manager

By: _____
Authorized Agent

Attest:

By: _____
Diana Stapp, City Secretary

Approved as to Form:

By: _____
Nghiem V. Doan, City Attorney

Address for giving notices:

300 West Walker Street
League City, Texas 77573

Address for giving notices:
