

**Contract Cover Sheet**

All Contracts over \$3,000 should be reviewed by Purchasing and Legal prior to being signed by the vendor.  
**Please Note: Contracts between \$3,000.01-\$15,000 require Dept. Director/Executive Director signature. Contracts valued between \$15,000.01-\$25,000 require Assistant City Manager or City Manager signature. Contracts valued between \$25,000.01-\$50,000 require City Manager signature. All contracts valued over \$50,000 must be approved by Council. Signing can be completed in Munis.**

Dept: \_\_\_\_\_ Date: \_\_\_\_\_ Department Contact: \_\_\_\_\_

Vendor: \_\_\_\_\_ Amount: \_\_\_\_\_

Begin Date: \_\_\_\_\_ End Date: \_\_\_\_\_ Contract Terms: \_\_\_\_\_ years/months No. Renewals: \_\_\_\_\_

Description of Purchase: \_\_\_\_\_

**Purchasing Procedure:**

❖ **HUBs** - <https://mycpa.cpa.state.tx.us/tpasscmlbsearch/index.jsp>  
 In compliance with Chapter 252.0215 of the Texas Local Government Code the department originating this purchase requisition certifies that the following two Galveston County Historically Underutilized Businesses were contacted for quotes:

HUB #1	HUB #2

If no HUBs are available or if contact was attempted, proof of search and contact is to be attached.

- ❖ **Quotes: Minimum 3 Required** - No. of quotes received \_\_\_\_\_
- ❖ **Items or Services Through a Co-Op** - Co-op Contract must be attached as backup
- ❖ **Sole Source** - Requires a signed letter from the vendor and approval of the Purchasing Manager
- ❖ **Emergency Purchase** - Signed memo by department director must be attached
- ❖ **DocuSign, Purchasing Review & Signatures** – Completed contract packet is to be sent by the department to their Buyer and the City Attorney's office. Please CC purchasing@leaguecitytx.gov

**Attachments Included:**

- Quote - (Vendor Quotes, HUBs – proof of contact and search, summary sheet)
- Signed Sole Source Letter
- Co-op Contract: Co-op Name \_\_\_\_\_ Contract No. \_\_\_\_\_ Exp. Date \_\_\_\_\_
- Emergency Purchase (Signed Memo by Dept. Director)
- Contract/Agreement (NOT Signed by Vendor)
- Professional/Legal Services or other exception (no quote req., per TX Local Govt Code Chapter 252.022)

\_\_\_\_\_  
Purchasing Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director/Executive Director

\_\_\_\_\_  
Date

**This Cover Sheet and its signatures do not signify that the attached contract has been executed by the City of League City. The signatures on this Cover Sheet solely confirm that the contract has been reviewed by the City's legal and purchasing department to ensure compliance with all applicable City policies, federal, state, and local laws.**



## STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is effective as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2026 by and between City of League City (hereinafter called "**OWNER**") and Lucas Construction Company, 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 Work is generally described as full depth reconstruction as part of an annual infrastructure reinvestment program, 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 **Asphalt Street Rehabilitation Project – Package 8 (RE1704I)** that are included in the Project Manual for Bid No.26- 002.

### **ARTICLE 3. ENGINEER.**

The Project has been designed by: HR Green, 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 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 170 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: **one million seven hundred forty-one thousand and six hundred sixteen dollars and zero cents (\$1,741,616.00).**

## **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 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) 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 \_\_\_\_\_, 2026.

**OWNER:**

\_\_\_\_\_  
City of League City

By: \_\_\_\_\_  
John Baumgartner, City Manager

**CONTRACTOR:**

\_\_\_\_\_  
Lucas Construction Company, Inc.

By: \_\_\_\_\_  
Willis Lucas

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

Address for giving notices:

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