

**STANDARD FORM OF AGREEMENT BETWEEN
OWNER AND CONTRACTOR**

THIS AGREEMENT is effective as of the _____ day of _____ in the year 2016 by and

between City of League City (hereinafter called "**OWNER**") and _____
_____ (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 follows:

**CONSTRUCTION OF THE
LEAGUE CITY HOMETOWN HEROES ENTRANCE MONUMENT SIGN
PROJECT**

**CITY OF LEAGUE CITY
GALVESTON COUNTY, TEXAS
BID NO. 16-028**

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 Diagrams) for the LEAGUE CITY HOMETOWN HEROES ENTRANCE MONUMENT SIGN Project that are located in the Project Manual for Bid No. 16-028.

ARTICLE 2. CITY'S CONSULTANT.

The Project has been designed by: PGAL who is hereinafter called "**CITY'S CONSULTANT**" and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to CITY'S CONSULTANT in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 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) days after the date indicated on the Notice to Proceed. The Work will be substantially complete within 90 calendar days after the date the Contract Time commences. The Work will be finally completed in accordance with Contract Documents within 120 calendar days after the date when the Contract Time commences.

ARTICLE 4. CONTRACT PRICE.

- 4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds as follows: _____ (\$_____).

ARTICLE 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit, and CITY'S CONSULTANT shall process, Applications for Payment in accordance with the General, Supplementary, and Special Conditions.

- 5.1 **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 CITY'S CONSULTANT. 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.
- 5.2 **Final Payment.** Completion and acceptance of the Work by CITY'S CONSULTANT and OWNER is a condition precedent to final payment. Contingent upon completion and acceptance of the Work by CITY'S CONSULTANT and OWNER, the OWNER shall make final payment including payment of retainage as allowed by law.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS.

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

- 6.1 CONTRACTOR has examined, carefully studied and understands the Contract Documents (including Addenda) and the other related data identified in the Bidding Documents.
- 6.2 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.
- 6.3 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.
- 6.4 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 CITY'S CONSULTANT do not assume responsibility for the accuracy or completeness of such and information and data.
- 6.5 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.
- 6.6 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.
- 6.7 CONTRACTOR has given CITY'S CONSULTANT written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and written resolution thereof by CITY'S CONSULTANT 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.

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 or by CITY'S CONSULTANT on their behalf.

This Agreement will be effective on _____, 2016 (which is the effective date of the Agreement).

OWNER:

CONTRACTOR:

By: _____
JOHN BAUMGARTNER
DEPUTY CITY MANAGER

By: _____
Authorized Agent

Attest: _____
DIANA STAPP
CITY SECRETARY

Attest: _____

Address for giving notices:

Address for giving notices:

300 WEST WALKER STREET
LEAGUE CITY, TEXAS 77573

PROPOSAL AND BID FORM

Proposal for: Hometown Heroes Entrance Monument Sign
Project

City of League City
Purchasing Agent
300 West Walker
League City, Texas 77573

To Whom It May Concern:

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Lump Sum Bid Price and within the Bid Times indicated in this Bid and in accordance with the terms and conditions of the contract Documents.

BIDDER accepts all of the terms and conditions of the Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of OWNER'S Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined and carefully studied the Bidding Documents and following Addenda receipt of all which is hereby acknowledged:

Addendum # _____ Date Received: _____ Acknowledged: _____

Addendum # _____ Date Received: _____ Acknowledged: _____

Addendum # _____ Date Received: _____ Acknowledged: _____

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

Richard Allen

To the City of League City:

For the HOMETOWN HEROES ENTRANCE MONUMENT SIGN PROJECT, the undersigned proposes to perform all services and work denoted in the contract documents, providing the City of League City with a complete, in place project for the following price(s):

BASE BID PROPOSAL

Overall Total Base Bid Proposal \$ Declining Fiber Optic Bid
(Omit the innerduct, pull boxes and fiber optic cabling running between the sign location and building at Hometown Heroes Park. Dollars).

The above amount may be modified by amounts indicated by the Bidder by the bidder by the accepted Alternate listed below.

- A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.
- B. If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."
- C. The Bidder shall be responsible for determining from the Contract Documents the effects of each alternate on the Contract Sum.
- D. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within **60** days of the Notice of Award unless otherwise indicated in the Contract Documents.
- E. Acceptance or non-acceptance of any alternates by the Owner shall have no effect on the Contract Time.
- F. Alternate Bids:
 - 1. Alternate No. 1: Omit the innerduct, pull boxes and fiber optic cabling running between the sign location and building at Hometown Heroes Park.

DEDUCT \$ (_____)

(_____ Dollars).

Add: \$77,850.00 for Monument Project Minus Fiber Optic and Electrical Run

The undersigned certifies that the bid price contained in this proposal has been carefully checked and is submitted as correct and final.

It is understood that the Owner reserves the right to reject any and all bids.

Accompanying this proposal is a certified check upon a Texas bank, a cashier's check, or a bid bond from a reliable company authorized to do business in the State of Texas, in the amount of 5% of the total bid amount made payable to the City of League City.

It is understood that the bid security accompanying this proposal shall be returned to the undersigned unless, in case of the acceptance of this proposal, the undersigned should fail or neglect to enter into a construction contract, execute bonds, and provide a certificate of insurance as provided in the contract documents within 10 calendar days after Notice to Proceed. In the event the undersigned should fail or neglect to enter into a construction contract, execute bonds, and provide a certificate of insurance as required, it is understood and agreed that the bid security shall be forfeited to the Owner and shall be considered as payment for damages due to delay and other inconveniences suffered by the Owner as result of such failure or neglect on the part of the undersigned.

It is understood and agreed that, in case of acceptance of this proposal, the work shall commence within ten (10) calendar days after written Notice to Proceed and shall be completed in full within **one hundred twenty (120)** calendar days as established in this Agreement.

State Contractor/Plumbing License No. Sign Contractor #18397

INDIVIDUAL:

(individual) _____ (Seal).

Doing business as _____

Business Address _____

Business Phone _____

CORPORATION:

By (corp.) 4D Signworx, LLC. (Seal).

State of Incorporation Texas

By (person authorized) Richard Allison

Title Partner & Sales Executive

Attest: _____

BID SEPARATION OF COSTS

The Proposal of the undersigned which has been submitted for performing the bid for this contract in full is hereby segregated as follows:

The amount of this bid for bid item which is charged for skill and labor is:

\$ 16,430.00

The amount of this bid which is charged for materials and tangible personal property (not less than the actual cost of such material) is:

\$ 61,420.00

THE TOTAL BID IS: \$ 77,850.00

Yours very truly,

Address: 2022 Pech Rd Houston, TX. 77055

Bidder: 4D Signworx, LLC

Telephone No.: 832-540-7607

By: Richard Allison

Fax No.: 713-984-8064

Title: Partner and Sales Executive

Date: August 9, 2016

Seal

(If a corporation)

Contact: Richard Allison

Richard Allison