RESOLUTION NO. 2025-73

A RESOLUTION AUTHORIZING A CONSTRUCTION CONTRACT WITH LUCAS CONSTRUCTION COMPANY, INC. FOR THE PHASE 2 RECONSTRUCTION OF TURNER STREET AND BUTLER ROAD (RE1902A) IN AN AMOUNT NOT TO EXCEED $6,124,742.20, AND AUTHORIZING A WORK CHANGE DIRECTIVE BUDGET OF $612,474.00, AND AUTHORIZING A CONTRACT WITH UES PROFESSIONAL SOLUTIONS 44, LLC. FOR MATERIALS TESTING IN AN AMOUNT NOT TO EXCEED $97,998.00, FOR A TOTAL CONSTRUCTION BUDGET OF $6,835,214.20

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEAGUE CITY, TEXAS, as follows:

Section 1. The City authorizes a construction contract with Lucas Construction Company, Inc. for the Phase 2 Reconstruction of Turner Street and Butler Road (RE1902A) in an amount not to exceed $6,124,742.20, and authorizes a Work Change Directive budget of $612,474.00, and authorizes a contract with UES Professional Solutions 44, LLC. for materials testing in an amount not to exceed $97,998.00, for a total construction budget of $6,835,214.20; and executed copies of this construction contract and agreement shall be attached as Exhibit A.

Section 2. The City Manager or his designee is authorized to execute all documents necessary to complete this transaction.

Section 3. All resolutions and agreements and parts of resolutions and agreements in conflict herewith are hereby repealed to the extent of the conflict only.

Section 4. It is hereby found and determined that the meeting at which this resolution was passed was open to the public and that advance public notice of the time, place and purpose of said meeting was given as required by law.

PASSED AND APPROVED the 25th day of March, 2025.

NICK LONG
Mayor

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LEAGUE CITY

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is effective as of the 25th day of March in the year 2025 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 the Phase 2 Reconstruction of Turner Street and Butler Road Project (RE1902A), and including 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 Reconstruction of Turner Street and Butler Road Project (RE1902A) that are included in the Project Manual for Bid No.25-014.

ARTICLE 3. ENGINEER.

The Project has been designed by: Freese and Nichols, 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 420 calendar days after the date the Contract Time commences.

ARTICLE 5. CONTRACT PRICE.

ATTEST:

DIANA STAPP
City Secretary

APPROVED AS TO FORM:

MICHELLE L. VILLARREAL (JG)
City Attorney

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds as follows: **SIX MILLION ONE HUNDRED TWENTY-FOUR THOUSAND SEVEN HUNDRED FORTY-TWO DOLLARS AND TWENTY CENTS. ($6,124,742.20).**

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.

Sudan or any company identified on the list referenced in Section 2252.152, Texas Government Code.

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 was fully executed on April 8, 2025. *(date to be filled in by City Secretary)*

OWNER:

City of League City

By: _____
John Baumgartner, City Manager

Attest:

By: _____
Diana Stapp, City Secretary

Approved as to Form:

By: _____
Michelle L. Villareal, City Attorney

Address for giving notices:

300 West Walker Street
League City, Texas 77573

CONTRACTOR:

Lucas Construction Company, Inc.

By: _____
Authorized Agent

Address for giving notices:

Lucas Const. Co., Inc.
551 West League City Parkway, Ste.C
League City, TX 77573
281-316-9990