

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

THIS AGREEMENT is effective as of the 15th day of April in the year 2024 by and between City of League City (hereinafter called “**OWNER**”) and Mickie Service Company (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 install City-supplied meters, boxes, and valves as defined in Attachment A in reference to the TxDOT Landscape Median Project (RE2101), 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 Diagrams) for the RE2101 TxDOT Median Improvement Project.

ARTICLE 3. ARCHITECT.

The Project has been designed by: Pacheo-Koch, who is hereinafter called “ARCHITECT” and who is to act as OWNER’s representative, assume all duties and responsibilities and have the rights and authority assigned to ARCHITECT 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 250 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: eighty-five thousand four hundred dollars and zero cents. (\$85,400.00).

ARTICLE 6. PAYMENT PROCEDURES.

CONTRACTOR shall submit, and ARCHITECT 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 ARCHITECT. 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 ARCHITECT 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 ARCHITECT 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 ARCHITECT written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and written resolution thereof by ARCHITECT 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 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 _____ of _____, 2024.

OWNER:

City of League City

By: _____
John Baumgartner, City Manager

CONTRACTOR:

Mickie Service Company

By: _____
Authorized Agent

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

Address for giving notices:

Mickie Service Company, Inc. proposal summary:

Area	Proposal
FM518	\$17,600
FM2094	\$23,250
FM646	\$10,800
SH96	\$33,750
<hr/>	
TOTAL	\$85,400



FROM

Jasmine Godfrey
Mickie Service Company, Inc
 PO Box 55544
 Houston, TX, 77255
www.mickieservice.com
 PHONE
 (713) 682-7454

FOR

City of League City
 TO
 Scott Tuma
 COPY TO
 Tom Johnson

QUOTE NUMBER

17774
 DATE
 February 20, 2024
 VALID UNTIL
 May 20, 2024 at 11:00 AM

City of League City-FM518- League City, TX -(4)2"S; (1)1"S - 2/20/2024

Job Specific Exclusions & Assumptions

CITY WILL PROVIDE METER/BOXES FOR EACH INSTALL
 NO SIDEWALK, STREET OR OTHER PAVING REMOVAL/RESTORATION
 ALL TRAFFIC CONTROL/LANE CLOSURE BY OTHERS
 (THESE MAY BE ADDED ON A CASE BY CASE BASIS, IF NEEDED)
 EXCAVATED MATERIAL TO BE RELOCATED ON SITE OR HANDLED BY COLC
 EXCLUDES ALL LEAGUE CITY METER FEES & DEPOSITS FOR WATER ACCOUNTS
 EXCLUDES CONNECTION TO PRIVATE SIDE PLUMBING LINES
 WATER MAIN < 5' DEPTH
 PROPOSED METER LOCATION/GRADE AND EXPECTED WATER MAIN LOCATION/DEPTH BY CoLC
 NO UTILITIES OR OTHER CONFLICTS
 (INCREMENTAL CHARGES WILL BE INCURRED FOR TIME SPEND HAND DIGGING/LOOKING FOR WATER MAINS...
 NOT RESPONSIBLE FOR REMOVAL OF OR REPAIR OF BROKEN PRIVATE/UNMARKED UTILITIES

<p>2" Short Meter Service</p> <p>Provide labor, equipment and material... 200 psi poly service lines, Teflon coated saddle, stainless steel band, 2" thick concrete blocks under meter on bed of sand. Tap at 45° angle. Meter/Box will be provided by city of League City</p>	<p>3,600.00 x 4 14,400.00</p>
<p>1" Short Meter Service</p> <p>Provide labor, equipment and material.. 200 psi poly service lines, Teflon coated saddle, stainless steel band, 3/4" thick concrete blocks under meter on bed of sand. Tap at 45° angle. Meter/Box will be provided by city of League City</p>	<p>2,450.00 x 1 2,450.00</p>
<p><input checked="" type="checkbox"/> Incremental Depth/Excavation</p> <p>For Water Main 6'-9' deep -requiring shoring/sloping</p>	<p>750.00 x 1 750.00</p>

Optional Items - Not included in Base Proposal Pricing

Options selected
Total including tax

1 of 1
\$17,600.00

Small Service - Standard Exclusions - Applicable to City of League City

Notes:

(1) Cost does not include:

(a) City of League City applications, fees or deposits

(b) Restoration of surface beyond backfilled material: Replacement of grass sod/landscaping. Repair/replacement of trees/shrubs damaged by normal work activities – including damage to roots.

(c) Connection on the private/customer side of the meter; customer will not have water service until plumber/irrigation contractor connects to the meter

(d) Any engineering drawings/approvals/modifications, etc.

(e) Vacuum breaker permits.

(2) Customer/GC to provide staked location/grade for meter(s) – must be in City of League City right of way, perpendicular to water tap

(3) Assumes waterline is accessible in RoW (not under road, requiring road cut, or under sidewalk) and that there is sufficient space to enable installation.

(4) Assumes excavation is of soil – not extensive stabilized sand/old building foundation etc.

(5) Assumes no utilities, fiber optics, cables or other obstructions under road (which would require street cut for field verification and/or exact locations at crossings are provided) and that bore can be made at or above level of existing water main.

(6) Assumes that private utilities (e.g., sprinklers etc) are marked by customer; Mickie Service will use reasonable precautions but will not be responsible for damage to unmarked/incorrectly marked utilities.

(7) Customer/GC to allow parking of equipment on site near the installation.

(8) Job schedule has to be mutually agreed upon.

(9) Excess excavated material to be left on site.

(10) Customer responsible for all temporary/permanent fence removal/replacement

(11) Customer responsible for all silt fence/storm inlet protection

(12) Work site will be cleaned by backhoe – will NOT include pressure wash/reclaimed water, street brush, etc...

(13) Well Point/Pump Systems not included; if necessary, incremental expense to be charged to customer.

(14) Mickie Service will confirm the day before installation; if we are unable to complete installation because of factors under customer's control (e.g., equipment parked at installation site), we will charge a \$500 re-schedule fee. It is strongly encouraged that GC/customer has determined necessary arrangements (site restoration, times etc) with property owner on opposite side of street in advance of scheduled installation.

(15) If City of League City paperwork is incorrect (e.g., short tap becomes a long tap), proposal is not valid.

(16) Mickie Service is not responsible for engineering drawings, city drawings, or any plans used for construction purposes. If there are errors or omissions and job cannot be completed – Mickie Service will receive payment for work completed.

(17) Mickie Service will provide best effort to complete all work; however, we are not legally bound to complete the work (or to pay others to perform the work). If we cannot complete a job – we will restore the job site to the original condition.

(18) Signed proposal(all pages) must be received before work will commence (including water meter applic-ations)

Incremental Charges, if required (and not specified in proposal)

• Small Service, Water Main Size

o 16": \$500.00

o 20": \$750.00

o 24": \$1,000.00

• Deep excavation/worksite (large, small service)

o 6-10': \$2,500, \$1,500

o 10-13': \$5,000, \$2,500

o 13' +: TBD

• Steel water main

o 4"-12": \$1,000, 12"+: \$1,500

o Mickie Service Supplied Welder: \$500

• Long service (greater than 60' and/or requiring casing):

o ¾" & 1": \$1,500

o 1 ½ & 2": \$3,000

o 4" – 12": \$6,000

• Deep water main run for open cut installation (>5' and/or requiring trench box/shoring)

o 5'-8': \$250/ft

- o 8'+: \$500/ft
- Traffic Control (not TxDOT)
- o Officer: \$1,000/day
- o Traffic Control Devices: \$500/day
- o Lane Closure Permit: \$500
- Street Cut/Repair/Permits (not TxDOT)
- o Asphalt: \$35/sq ft
- o Concrete: \$50/sq ft
- o Street Cut & Lane Closure Permit Application/Fees: \$500
- Sidewalk (\$1,000 minimum)
- o Cut/Repair/Permits: \$35/sq ft
- o Permit: \$300
- Excess excavated material removal: \$500/excavation
- Additional backfill requirements, assumes 10x10 worksite area
- o Hand tamped site (addition to backhoe tamp): \$350
- o Bank sand backfill: \$250
- o Top soil/sod: \$250
- Repair of unmarked private sprinkler lines: \$250
- Plate Drop Off/Pick Up (if additional trip(s) required): \$250
- PVC Reconnect domestic and/or connect irrigation (on private side): \$150



FROM

Jasmine Godfrey
Mickie Service Company, Inc
 PO Box 55544
 Houston, TX, 77255
www.mickieservice.com
 PHONE
 (713) 682-7454

FOR

City of League City
 TO
 Scott Tuma
 COPY TO
 Tom Johnson

QUOTE NUMBER

17777
 DATE
 February 20, 2024
 VALID UNTIL
 May 20, 2024 at 11:00 AM

City of League City-FM2094- League City, TX -(4)2"S; (4)1"S - 2/20/2024

Job Specific Exclusions & Assumptions

CITY WILL PROVIDE METER/BOXES FOR EACH INSTALL
 NO SIDEWALK, STREET OR OTHER PAVING REMOVAL/RESTORATION
 ALL TRAFFIC CONTROL/LANE CLOSURE BY OTHERS
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<p>2" Short Meter Service</p> <p>Provide labor, equipment and material... 200 psi poly service lines, Teflon coated saddle, stainless steel band, 2" thick concrete blocks under meter on bed of sand. Tap at 45° angle. Meter/Box will be provided by city of League City</p>	<p>3,600.00 x 4 14,400.00</p>
<p>1" Short Meter Service</p> <p>Provide labor, equipment and material.. 200 psi poly service lines, Teflon coated saddle, stainless steel band, 3/4" thick concrete blocks under meter on bed of sand. Tap at 45° angle. Meter/Box will be provided by city of League City</p>	<p>2,450.00 x 3 7,350.00</p>
<p><input checked="" type="checkbox"/> Incremental Depth/Excavation</p> <p>For Water Main 6'-9' deep -requiring shoring/sloping</p>	<p>750.00 x 2 1,500.00</p>

Optional Items - Not included in Base Proposal Pricing

Options selected
Total including tax

1 of 1
\$23,250.00

Small Service - Standard Exclusions - Applicable to City of League City

Notes:

(1) Cost does not include:

(a) City of League City applications, fees or deposits

(b) Restoration of surface beyond backfilled material: Replacement of grass sod/landscaping. Repair/replacement of trees/shrubs damaged by normal work activities – including damage to roots.

(c) Connection on the private/customer side of the meter; customer will not have water service until plumber/irrigation contractor connects to the meter

(d) Any engineering drawings/approvals/modifications, etc.

(e) Vacuum breaker permits.

(2) Customer/GC to provide staked location/grade for meter(s) – must be in City of League City right of way, perpendicular to water tap

(3) Assumes waterline is accessible in RoW (not under road, requiring road cut, or under sidewalk) and that there is sufficient space to enable installation.

(4) Assumes excavation is of soil – not extensive stabilized sand/old building foundation etc.

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(11) Customer responsible for all silt fence/storm inlet protection

(12) Work site will be cleaned by backhoe – will NOT include pressure wash/reclaimed water, street brush, etc...

(13) Well Point/Pump Systems not included; if necessary, incremental expense to be charged to customer.

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Incremental Charges, if required (and not specified in proposal)

• Small Service, Water Main Size

o 16": \$500.00

o 20": \$750.00

o 24": \$1,000.00

• Deep excavation/worksite (large, small service)

o 6-10': \$2,500, \$1,500

o 10-13': \$5,000, \$2,500

o 13' +: TBD

• Steel water main

o 4"-12": \$1,000, 12"+: \$1,500

o Mickie Service Supplied Welder: \$500

• Long service (greater than 60' and/or requiring casing):

o ¾" & 1": \$1,500

o 1 ½ & 2": \$3,000

o 4" – 12": \$6,000

• Deep water main run for open cut installation (>5' and/or requiring trench box/shoring)

o 5'-8': \$250/ft

- o 8'+: \$500/ft
- Traffic Control (not TxDOT)
- o Officer: \$1,000/day
- o Traffic Control Devices: \$500/day
- o Lane Closure Permit: \$500
- Street Cut/Repair/Permits (not TxDOT)
- o Asphalt: \$35/sq ft
- o Concrete: \$50/sq ft
- o Street Cut & Lane Closure Permit Application/Fees: \$500
- Sidewalk (\$1,000 minimum)
- o Cut/Repair/Permits: \$35/sq ft
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- Additional backfill requirements, assumes 10x10 worksite area
- o Hand tamped site (addition to backhoe tamp): \$350
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- Repair of unmarked private sprinkler lines: \$250
- Plate Drop Off/Pick Up (if additional trip(s) required): \$250
- PVC Reconnect domestic and/or connect irrigation (on private side): \$150



FROM

Jasmine Godfrey
Mickie Service Company, Inc
 PO Box 55544
 Houston, TX, 77255
www.mickieservice.com
 PHONE
 (713) 682-7454

FOR

City of League City

TO

Scott Tuma

COPY TO

Tom Johnson

QUOTE NUMBER

17775

DATE

February 20, 2024

VALID UNTIL

May 20, 2024 at 11:00 AM

City of League City-FM646- League City, TX -(3)2"S - 2/20/2024

Job Specific Exclusions & Assumptions

CITY WILL PROVIDE METER/BOXES FOR EACH INSTALL
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 ALL TRAFFIC CONTROL/LANE CLOSURE BY OTHERS
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2" Short Meter Service

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3,600.00
 x 3
 10,800.00

Optional Items - Not included in Base Proposal Pricing

Total including tax

\$10,800.00

Small Service - Standard Exclusions - Applicable to City of League City

Notes:

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(c) Connection on the private/customer side of the meter; customer will not have water service until plumber/irrigation contractor connects to the meter

(d) Any engineering drawings/approvals/modifications, etc.

(e) Vacuum breaker permits.

(2) Customer/GC to provide staked location/grade for meter(s) – must be in City of League City right of way, perpendicular to water tap

(3) Assumes waterline is accessible in RoW (not under road, requiring road cut, or under sidewalk) and that there is sufficient space to enable installation.

(4) Assumes excavation is of soil – not extensive stabilized sand/old building foundation etc.

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FOR

City of League City
 TO
 Scott Tuma
 COPY TO
 Tom Johnson

QUOTE NUMBER

17776
 DATE
 February 20, 2024
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 May 20, 2024 at 11:00 AM

City of League City-SH96- League City, TX -(9)2"S- 2/20/2024

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<p><input checked="" type="checkbox"/> Incremental Depth/Excavation</p> <p>For Water Main 6'-9' deep -requiring shoring/sloping</p>	<p>750.00 x 3 2,250.00</p>

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Options selected
Total including tax

1 of 1
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Notes:

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(3) Assumes waterline is accessible in RoW (not under road, requiring road cut, or under sidewalk) and that there is sufficient space to enable installation.

(4) Assumes excavation is of soil – not extensive stabilized sand/old building foundation etc.

(5) Assumes no utilities, fiber optics, cables or other obstructions under road (which would require street cut for field verification and/or exact locations at crossings are provided) and that bore can be made at or above level of existing water main.

(6) Assumes that private utilities (e.g., sprinklers etc) are marked by customer; Mickie Service will use reasonable precautions but will not be responsible for damage to unmarked/incorrectly marked utilities.

(7) Customer/GC to allow parking of equipment on site near the installation.

(8) Job schedule has to be mutually agreed upon.

(9) Excess excavated material to be left on site.

(10) Customer responsible for all temporary/permanent fence removal/replacement

(11) Customer responsible for all silt fence/storm inlet protection

(12) Work site will be cleaned by backhoe – will NOT include pressure wash/reclaimed water, street brush, etc...

(13) Well Point/Pump Systems not included; if necessary, incremental expense to be charged to customer.

(14) Mickie Service will confirm the day before installation; if we are unable to complete installation because of factors under customer's control (e.g., equipment parked at installation site), we will charge a \$500 re-schedule fee. It is strongly encouraged that GC/customer has determined necessary arrangements (site restoration, times etc) with property owner on opposite side of street in advance of scheduled installation.

(15) If City of League City paperwork is incorrect (e.g., short tap becomes a long tap), proposal is not valid.

(16) Mickie Service is not responsible for engineering drawings, city drawings, or any plans used for construction purposes. If there are errors or omissions and job cannot be completed – Mickie Service will receive payment for work completed.

(17) Mickie Service will provide best effort to complete all work; however, we are not legally bound to complete the work (or to pay others to perform the work). If we cannot complete a job – we will restore the job site to the original condition.

(18) Signed proposal(all pages) must be received before work will commence (including water meter applic-ations)

Incremental Charges, if required (and not specified in proposal)

• Small Service, Water Main Size

o 16": \$500.00

o 20": \$750.00

o 24": \$1,000.00

• Deep excavation/worksite (large, small service)

o 6-10': \$2,500, \$1,500

o 10-13': \$5,000, \$2,500

o 13' +: TBD

• Steel water main

o 4"-12": \$1,000, 12"+: \$1,500

o Mickie Service Supplied Welder: \$500

• Long service (greater than 60' and/or requiring casing):

o ¾" & 1": \$1,500

o 1 ½ & 2": \$3,000

o 4" – 12": \$6,000

• Deep water main run for open cut installation (>5' and/or requiring trench box/shoring)

o 5'-8': \$250/ft

- o 8'+: \$500/ft
- Traffic Control (not TxDOT)
- o Officer: \$1,000/day
- o Traffic Control Devices: \$500/day
- o Lane Closure Permit: \$500
- Street Cut/Repair/Permits (not TxDOT)
- o Asphalt: \$35/sq ft
- o Concrete: \$50/sq ft
- o Street Cut & Lane Closure Permit Application/Fees: \$500
- Sidewalk (\$1,000 minimum)
- o Cut/Repair/Permits: \$35/sq ft
- o Permit: \$300
- Excess excavated material removal: \$500/excavation
- Additional backfill requirements, assumes 10x10 worksite area
- o Hand tamped site (addition to backhoe tamp): \$350
- o Bank sand backfill: \$250
- o Top soil/sod: \$250
- Repair of unmarked private sprinkler lines: \$250
- Plate Drop Off/Pick Up (if additional trip(s) required): \$250
- PVC Reconnect domestic and/or connect irrigation (on private side): \$150