



**CONTRACT BETWEEN THE CITY OF BAY CITY
AND CONTRACTOR**

Owner: City of Bay City

Address: 1901 5th Street, Bay City, TX 77414

Contractor: Ramstone Construction
Address: 2724 Encino Avenue, Bay City, TX 77414

Project No: ⁰⁵³⁸
~~21-XXXX~~ – Purchase Order Number

Project Title: EAC- Interior Rehab
Project Location: 904 Whitson, Bay City, TX 77414

THE OWNER AND THE CONTRACTOR AGREE AS SET FORTH BELOW:

**ARTICLE 1
WORK OF THIS CONTRACT**

The Contractor shall execute the Work in accordance with the provisions of this Contract and all Exhibits and Attachments incorporated herein (collectively referred to as the “Contract Documents”), except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as otherwise provided herein. Work shall be described in the City’s Work Order. More than one Work Order may be issued at any time under the Contract or no Work Orders may be issued under the Contract.

**ARTICLE 2
CONTRACT TERM AND CONTRACT TIME**

2.1 This Contract shall commence subsequent to award by the City Council. The Contractor is obligated to commence work immediately after receiving notice to proceed, but not before, and will complete the work within sixty (60) calendar days (the “Contract Time”).

2.2 The date of commencement of the Work is the date from which the Contract Time is measured, shall be established by the Notice to Proceed to be provided by the City (the “Commencement Date”).

2.3 The Contractor shall achieve substantial completion of the Work during the Contract Time, subject to adjustments as provided in Contract Documents.

ARTICLE 3 THE CONTRACT PRICE

3.1 The City's duty to pay money to the Contractor for any purpose under the Contract is limited in its entirety by this Article 3.

3.2 The contract amount is FORTY THOUSAND AND 00/100 (\$40,000.00) DOLLARS. Any other provision of this Contract to the contrary notwithstanding the City shall never be obligated to pay any money by, though, or under this Contract, which exceeds this amount, unless otherwise provided by act of City Council.

3.3 The Contract Price for those items of work listed in **Exhibit "A"**, herein, is subject to readjustment due to variations in quantities of units of work actually incorporated in the work to be completed as provided in the Contract Documents.

ARTICLE 4 PAYMENTS

4.1 The City's payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

4.2 As security for the faithful completion of the Improvements, Contractor and City agree that City may retain five (5%) percent of the total dollar amount of the Contract price until after final approval or acceptance of the Improvements by City. City shall thereafter pay Contractor the retainage, only after Contractor has furnished to the City satisfactory evidence that all indebtedness connected with the work and all sums of money due for labor, materials, apparatus, fixtures or machinery furnished for and used in performance of the work have been paid or otherwise satisfied.

4.3 Contractor shall promptly pay all workmen and materialmen and shall not allow liens to be placed on the Improvements. Upon completion and approval or acceptance of the Improvements by City, the Improvements shall become the property of City free and clear of all liens, claims, charges or encumbrances of any kind. If, after acceptance of the Improvements, any claim, lien, charge or encumbrance is made, or found to exist, against the Improvements, or land dedicated to the City, to which they are affixed, Contractor shall upon notice by City promptly cause such claim, lien, charge or encumbrance to be satisfied and released or promptly post a bond with City in the amount of such claim, lien, charge or encumbrance, in favor of the City, to insure payment of such claim, lien, charge or encumbrance.

ARTICLE 5 SCOPE OF SERVICES

5.1 The Contractor shall furnish all materials, labor, equipment, tools, supplies, and/or services to furnish the Work as described in **Exhibit "A"**, and shall carry out all obligations, duties, and responsibilities imposed on Contractor by the Contract Documents. Contractor shall include everything requisite and necessary to complete the entire Work properly, notwithstanding that every item necessarily involved may not be specifically mentioned. Details which are not indicated by the Specifications and Drawings shall be provided by the Contractor at no extra cost, if such details are necessary to complete the general intent of the Contract or Contract Documents. Contractor shall not be relieved of any obligations or responsibilities with respect to the Work except by City's written consent.

5.2 The Contractor shall have the sole responsibility to satisfy itself concerning the nature and location of the Work, the Site, and the general and local conditions, including but not limited to, the following:

- (a) Transportation, access, disposal, handling and storage of materials;
- (b) Availability and quality of labor, water, electric power and road conditions;
- (c) Climatic conditions and seasons;
- (d) Physical conditions at the Site and the Project as a whole;
- (e) Topography, subsurface and ground surface conditions; and
- (f) Construction equipment and facilities needed preliminary to and during the performance of Contractor's Work.

5.2.1 The failure of Contractor to acquaint itself with any applicable conditions will not relieve Contractor of the responsibility for properly estimating the difficulties or for the cost of successfully performing Contractor's obligations in the time and manner provided under the Contract Documents.

5.3 The Contractor shall at all times keep the Site and surrounding area clean and free from rubbish caused by Contractor's operations. Prior to completing its Work in an area, the Contractor shall remove all accumulated rubbish and Contractor's equipment, tools, machinery and materials. The Contractor shall dispose of all rubbish at a site and by the means designated at the sole discretion of Contractor in a manner that is in compliance with all Laws.

5.4 Unless otherwise stated, all specifications listed are minimum requirements; respondents are requested to submit corrective action alternatives to any and all other deficiencies not included within this basic scope of services.

5.5 The Contractor, its officers, agents, employees, contractors and subcontractors shall abide by and comply with all laws (certifications), federal, state, and local. It is agreed and understood that, if the City calls attention of the Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors and subcontractors, and then the Contractor shall immediately cease from and correct such violation.

ARTICLE 6 INSURANCE

6.1 All bonds and insurance required by the Contract Documents shall be obtained from solvent surety or insurance companies that are duly licensed by the State of Texas and authorized to issue bonds or insurance policies for the limits and coverages required by the Contract Documents.

6.2 Contractor shall provide for insurance and workers compensation coverage in accordance with the requirements applicable to contractors as provided for in **Exhibit "B"**, the provisions of which are expressly incorporated herein by reference.

ARTICLE 7 INDEMNIFICATION

CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, EMPLOYEES, AND REPRESENTATIVES, FROM AND AGAINST ALL LIABILITY FOR ANY AND ALL CLAIMS, SUITS, DEMANDS, OR ACTIONS ARISING FROM OR BASED UPON ANY ACTS ON THE PART OF CONTRACTOR, ITS AGENTS, REPRESENTATIVES, OR EMPLOYEES WHICH MAY ARISE OUT OF OR RESULT FROM CONTRACTOR'S OPERATIONS UNDER THIS CONTRACT, REGARDLESS OF WHETHER SUCH INJURIES DEATH OR DAMAGES ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CITY. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED FOR HEREIN IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE.

THIS INDEMNITY PROVISION EXTENDS TO ANY AND ALL SUCH CLAIMS, SUITS, DAMAGES OR ACTIONS REGARDLESS OF THE TYPE OF RELIEF SOUGHT THEREBY AND WHETHER SUCH RELIEF IS IN THE FORM OF DAMAGES, JUDGMENTS, COSTS, REASONABLE ATTORNEY FEES AND EXPENSES. THIS INDEMNITY PROVISION SHALL APPLY REGARDLESS OF THE NATURE OF THE INJURY OR HARM ALLEGED AND WHETHER SUCH CLAIMS ARE ALLEGED AT COMMON LAW, STATUTORY OR CONSTITUTIONAL. THIS INDEMNITY PROVISION, SHALL APPLY WHETHER THE BASIS FOR THE CLAIM, SUIT OR DEMAND BE ATTRIBUTABLE IN WHOLE OR IN PART TO THE CONTRACTOR, OR ANY OF ITS AGENTS, REPRESENTATIVES OR EMPLOYEES.

ARTICLE 8 PAYMENT AND PERFORMANCE BONDS

8.1 A payment bond will be required for all contracts equal to or over \$50,000. A performance bond will be required for all contracts equal to or over \$100,000. Contractor agrees to secure, prior to commencing any activities under this Agreement, payment and performance bonds in the amount of 100% of the contract amount from a surety authorized to transact business in the State of Texas in accordance with Texas Government Code §2253.021.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

9.1 The basis for this Contract is this document executed between the City of Bay City and Contractor. To the extent there are other Contract Documents upon which the City relies for the purpose of selecting the Contractor and executing this Contract, except for Work Orders and modifications issued after execution of this Contract, said Contract Documents are enumerated under this Article and incorporated by reference as follows:

9.1.1 Contractor's Proposal for Interior Rehabilitation at the following City location:

Economic Actin Committee located at 904 Whitson Street, Bay City, TX
77414

ARTICLE 10 SAFETY

10.1 Contractor shall perform the Work at all times in a safe and prudent manner, and shall seek to avoid bodily injury as well as loss or damage to property, by taking reasonable steps to protect:

- (a) Contractor's employees and other persons at the Site;
- (b) Materials stored at the Site or at off-site locations; and
- (c) All property and structures located at the Site, whether or not involved in the Work.

10.2 Contractor shall continuously and diligently inspect all Work to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions. Contractor shall develop, adopt, implement and enforce, with respect to Contractor's Work at the Site, comprehensive safety policies and programs which, at a minimum, comply with all Laws and safety requirements outlined by the Occupational Safety & Health Administration (OSHA).

ARTICLE 11 SUCCESSORS AND ASSIGNS

This CONTRACT shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and their assigns, however, CONSULTANT may not assign this CONTRACT without CITY's prior written consent.

ARTICLE 12 MISCELLANEOUS PROVISIONS

12.1 **SUBCONTRACTING.** No part of the work performed under the contract will be subcontracted or assigned to another firm without prior written consent by the City. The Contractor must furnish the names, qualifications, and experience of the proposed subcontractor(s). The primary contractor will remain completely responsible for all services performed and shall assure compliance with all requirements of the contract.

12.2 **TAXES:** The City of Bay City is exempt from Texas State sales tax and Federal excise taxes and will issue exemption certificates upon request.

12.3 **TERM OF CONTRACT:** This Contract shall commence subsequent to award by the City. The Contractor is obligated to commence work immediately after receiving notice to proceed and will complete the work within **60** calendar days.

12.4 **TERMINATION OF CONTRACT:** The Contract may be canceled by the City of Bay City by written notice – thirty (30) days prior to termination.

12.4.1 TERMINATION FOR CAUSE: If Contractor fails to fulfill in a timely and proper manner its obligations under this Contract, or if Contractor violates any of the covenants, conditions, contracts, or stipulations of this Contract, the City shall have the right to terminate this Contract by giving written notice to Contractor of such termination and specifying the effective date thereof, which shall be at least thirty (30) days before the effective date of such termination. In the event of termination for cause, all finished or unfinished Work performed by Contractor pursuant to this Contract shall, at the option of the City, be turned over to the City and become property of the City.

In the event of Termination for Cause, Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

12.4.2 TERMINATION FOR CONVENIENCE: The City may at any time and for any reason terminate Contractor's services and work at the City's convenience upon providing written notice to Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Contract. Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Contract; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract approved by the City; (3) plus ten (10%) percent of the cost of the work referred to in subparagraph 5.1 above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Contract. Contractor shall not be entitled to any claim or claim of lien against the City for any additional compensation or damages in the event of such termination and payment.

12.5 PROFESSIONAL LIABILITY: In connection with the provisions of the Contractor's obligation, the Contractor shall indemnify and hold the City of Bay City and its employees harmless for any and all claims, lawsuits, legal expenses, and any other costs related to the performance of non-performance of this Contract.

12.6 VENUE AND GOVERNING LAW: Venue of any court action brought directly or indirectly by reason of this CONTRACT shall be in the State District Courts of Matagorda County, Texas. This CONTRACT is made and is to be performed in Matagorda County, Texas, and is governed by the laws of the State of Texas.

ARTICLE 13 ENTIRE AGREEMENT

13.1 This CONTRACT embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this CONTRACT, and except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this CONTRACT.

13.2 This Contract is effective as of the date of signature by the City's Mayor and is executed in two original copies of which one is to be retained by the City Administrator and one to be delivered to the Contractor.

EXHIBIT "A"**SCOPE OF WORK**

In accordance with Article 5, the detailed description of the Work, the specifications for the work and the schedule for the performance of the work are as set forth below.

Item	Description	Quantity	Lump Sum Price	Amount
01	Women's Restroom	1	\$4,500.00	\$4,500.00
02	Men's Restroom	1	\$22,220.00	\$22,220.00
03	Vinyl Flooring	1	\$13,280.00	\$13,280.00
Total:				\$40,000.00

NOTES:

City of Bay City EAC -Interior Rehabilitation – 904 Whitson, Bay City, TX 77414

See details in Ramstone Construction's. proposal attached.

Additional Notes:

City will pay 20% down upon signing of contract & for materials with final draw at completion of project. The City will issue up to 3 draws prior to final draw. Work will be inspected and approved by City prior to final draw.

Email insurance requirements prior to work commencement to sjones@cityofbaycity.org

The City reserves the right to withhold and/or increase the amount of retainage withheld should Contractor fail to satisfactorily remedy work progress within five (5) days receipt of written notice of unacceptable performance. Contractor agrees to provide a recovery plan upon request.

Requests for Material-on-Hand payments must be submitted in writing. Proof of delivery and paid material invoices shall be included in the written request.

Contractor is responsible for reporting all injuries and accidents incurred on the Site.

EXHIBIT "B"

INSURANCE

1. The Contractor shall procure and maintain at its sole cost and expense for the duration of this Contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, **the Contractor shall name the City as "Additional Insured" to their General Liability policy.** All coverages for subcontractors shall be subject to all of the requirements stated herein. Certificates of Insurance and endorsements shall be furnished to the City and approved by the City before work commences.
2. Standard Insurance Policies Required:
 - (a) Commercial General Liability Policy
 - (b) Automobile Liability Policy
 - (c) Workers' Compensation Policy
3. General Requirements Applicable to All Policies:
 - (a) General Liability and Automobile Liability insurance shall be written by a carrier with a A:VIII or better rating in accordance with the current Best Key Rating Guide.
 - (b) Only Insurance Carriers licensed or admitted, or both, to do business in the State of Texas will be accepted.
 - (c) Deductibles and self-insurance retention shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
 - (d) "Claims Made" policies will not be accepted.
 - (e) The City of Bay City, its officials, employees and volunteers, are to be added as "Additional Insured" to the General Liability policy that afforded the City the same coverage as the named insured. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
 - (f) A Waiver of Subrogation in favor of the City with respect to all coverages required herein must be included.
 - (g) Each insurance policy shall be endorsed to state that material change to coverage shall not be made except after thirty (30) days prior written notice has been given to the City of Bay City. The Contractor and each Subcontractor shall provide to the City, by certified mail, return receipt requested, written notice of any material change to the Contractor's or Subcontractor's respective coverage, including, but not limited to, suspension, cancellation voiding or reduction in coverage or limits, within three days of actual notice of such material change.

- (h) Upon request, certified copies of all insurance policies shall be furnished to the City of Bay City.
- 4. Commercial General liability
 - (a) Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage, with \$2,000,000.00 general aggregate and \$2,000,000.00 products-completed operations aggregate, subject to a Designated Construction Project(s) General Aggregate limit.
 - (b) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
 - 5. Automobile Liability
 - (a) Minimum Combined Single limit of \$500,000.00 per occurrence for bodily injury and property damage.
 - 6. Worker's Compensation
 - (a) Employer's Liability limits as required by Texas Law.
 - 7. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:
 - (a) The company is licensed and admitted to do business in the State of Texas.
 - (b) The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
 - (c) All endorsements and insurance coverage according to requirements and instructions contained herein.
 - (d) The form of the notice of cancellation, termination, or change in coverage provisions to the City of Bay City.
 - (e) Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.



"Excellence in Building the Future & Restoring the Past"

Jason P. Rahaim

979-479-2880

jason@ramstoneconstruction.com

2724 encino Ave. bay city, TX 77414

CONSTRUCTION ESTIMATE FOR

Economic Action Committee

Bay City, TX 77414

PROJECT DESCRIPTION

Interior Remodel of Building

SCOPE OF WORK	TOTALS
Install new vinyl flooring throughout the buidling	\$ 13,280.00
Women's Restroom	\$ 4,500.00
Install new bathroom stall dividers	
Install new countertops	
Install new toilets	
Men's Restroom	\$ 22,220.00
Demolition:	
Break out concrete to fix floor drain	
Remove sheetrock on walls	
Remove damaged plumbing	
Remove stall dividers	
Construction:	
Install new floor drain	
Repair leakey plumbing	
Reaplce any damaged walls studs	
Patch up concrete	
Install new toilets	
Install new bathroom stall dividers	
Install new bathroom countertops	
We will work to stretch this budget to repair the exterior doors if possible.	
However, there are probably significant repairs to the restrooms that cannot be seen at this time.	
PROJECT COST	\$40,000.00

PROJECTED PAYMENT SCHEDULE

Down Payment	20% of projected project cost collected at the time the contract agreement is signed
2nd Installment	35% after Bathroom Repairs (New Plumbing and Concrete Repair)
3rd Installment	35% after New Bathroom Fixtures and Flooring Installed
Final Payment	Final Installment to be made upon receipt of final invoice after the work has been approved and the punch-out list completed.

All materials are guaranteed to be as specified. If there is an increase in material costs 10% or greater the contract will be adjusted to reflect the additional costs. All work to be completed in a workman-like manner according to standard prices. Any alterations & deviations from specifications above involving extra costs will be executed only upon written orders & will become an extra charge over & above the estimate. All agreements are contingent upon accidents or delays beyond our control.

ACCEPTANCE OF ESTIMATE - The above prices, specifications & conditions are satisfactory & are hereby accepted.
Payment will be made as outlined above.

Date of Acceptance:

8/16/2021

Authorized Signature:



Contractor Signature:

