

Document 00520

AGREEMENT

Project: Baker Drive and Cherry Street Sidewalk Improvement

Project Location: Baker Drive, Inwood Street and Cherry Street

Project Bid No: 2025-08

E&P Project No: 2024-10003

The City: The City of Tomball, County of Harris, Texas (the "City")

and

Contractor: SAS Concrete Construction, LLC

(Address for Written Notice) 3738 Colgate Street, Houston, TX 77087

Phone Number: 713-876-2203

City Engineer is: Troy Toland

(Address for Written Notice) 501 James Street, Tomball, TX 77375

Phone Number: 281-290-1406

THE CITY AND CONTRACTOR AGREE AS FOLLOWS:

ARTICLE 1

THE WORK OF THE CONTRACT

1.1 Contractor shall perform the Work in accordance with the Contract.

ARTICLE 2

CONTRACT TIME

2.1 Contractor shall achieve Date of Substantial Completion within 120 days after Date of Commencement of the Work, subject to adjustments of Contract Time as provided in the Contract.

2.2 The Parties recognize that time is of the essence for this Agreement and that the City will suffer financial loss if the Work is not completed within the Contract Time. Parties also recognize delays, expense, and difficulties involved in proving in a legal or arbitration proceeding actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Parties

agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay the City the amount stipulated in Document 00800 – Supplementary Conditions, for each day beyond Contract Time.

**ARTICLE 3
CONTRACT PRICE**

3.1 Subject to terms of the Contract, the City will pay Contractor in current funds for Contractor's performance of the Contract, Contract Price of \$163,504.97, which includes Alternates, if any, accepted below.

3.2 The City accepts Alternates as follows:

Alternate No. 1: Not Applicable

**ARTICLE 4
PAYMENTS**

4.1 The City will make progress payments to Contractor as provided below and in the General Conditions.

4.2 The Period covered by each progress payment is one calendar month ending on the [] 10th, [] 20th, or [X] last day of the month.

4.3 The Schedule of Values established as provided in paragraph 2.07.A of the General Conditions will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed. The City will make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as provided below in paragraphs 4.3.1 and 4.3.2.

4.3.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or City may withhold, in accordance with paragraph 14.02 of the General Conditions:

a. For contracts under \$400,000.00, 90% of Work completed (with the balance being retainage).

For contracts over \$400,000.00, 95% of Work completed (with the balance being retainage.)

b. For contracts under \$400,000.00, 90% (with the balance being retainage) and for contracts over \$400,000.00, 95% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to the City as provided in paragraph 14.02 of the General Conditions).

4.3.2 Upon Substantial Completion, the City shall pay an amount sufficient to increase total payments to Contractor to 95% of the Work completed, less such amounts as Engineer shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100% of Engineer's estimate of the value of

Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the Certificate of Substantial Completion.

4.4 Final payment, constituting entire unpaid balance of Contract Price, will be made by the City to Contractor as provided in the General Conditions.

ARTICLE 5
CONTRACTOR REPRESENTATIONS

5.1 Contractor represents:

5.1.1 Contractor has examined and carefully studied Contract documents and other related data identified in Bid Documents.

5.1.2 Contractor has visited the site and become familiar with and is satisfied as to general, local, and site conditions that may affect cost, progress, and performance of the Work.

5.1.3 Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

5.1.4 Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in Contract documents and (2) reports and drawings of a hazardous environmental condition, if any, at the site which has been identified in Contract documents.

5.1.5 Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract to be employed by Contractor, and safety precautions and programs incident thereto

5.1.6 Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for performance of the Work at Contract Price, within Contract Time, and in accordance with the Contract.

5.1.7 Contractor is aware of general nature of work to be performed by the City and others at the site that relates to the Work as indicated in Contract documents.

5.1.8 Contractor has correlated information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract.

5.1.9 Contractor has given City Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract, and written resolution thereof by City Engineer is acceptable to Contractor.

5.1.10 Contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 6

MISCELLANEOUS PROVISIONS

6.1 The Contract may be terminated by either Party as provided in Conditions of the Contract.

6.2 The Work may be suspended by the City as provided in Conditions of the Contract.

6.3 Contractor further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

6.4 In accordance with Chapter 2270, Texas Government Code, a government entity may not enter into a contract with a company for goods or services unless the company covenants and agrees that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Furthermore, the contractor is prohibited from engaging in business with Iran, Sudan or Foreign Terrorist Organizations.

6.5 When conducting activities for the City of Tomball, contractor will adhere to the City's Storm Water Management Plan and permit issued by the Texas Commission on Environmental Quality.

ARTICLE 7

ENUMERATION OF CONTRACT DOCUMENTS

7.1 The following documents are incorporated into this Agreement:

7.1.1 Document 00700 - General Conditions

7.1.2 Document 00800 - Supplementary Conditions

7.1.3 General Requirements.

7.1.4 Divisions 02 through 16 of Specifications attached hereto or incorporated by reference in Document 00010 - Table of Contents.

7.1.5 Drawings listed in Document 00015 - List of Drawings and bound separately.

7.1.6 Addenda which apply to the Contract, are as follows:

N/A

7.1.7 Other documents:

<u>Document No.</u>	<u>Title</u>
[X] 00410B	Bid Form – Part B
[X] 00500	Form of Business
[X] 00501	Resolution of Corporation (if a corporation)
[X] 00610	Performance Bond
[X] 00611	Statutory Payment Bond
[X] 00612	One-year Maintenance Bond
[X] 00620	Affidavit of Insurance (with the Certificate of Insurance attached)
[X] 00800	Exhibit A, Wage Rates
[] 00821	Wage Rate for Building Construction
[] 00830	Trench Safety Geotechnical Information

ARTICLE 8

SIGNATURES

8.1 This Agreement is executed in two originals and is effective on _____.

CONTRACTOR:

(If Joint Venture)

By: Benito Mata

By: _____

Name: Benito Mata

Name: _____

Title: Operations Manager

Title: _____

Date: 3/6/2025

Date: _____

Tax Identification Number: 47-2469196

Tax Identification Number: _____

ATTEST/SEAL:

[SEAL]

Attest: Santos Hernandez

Date: 3/6/2025

CITY OF TOMBALL, TEXAS:

By: _____
City Manager

ATTEST/SEAL:

Date: _____

[SEAL]

Attest: _____
City Secretary

Date: _____

END OF DOCUMENT

BID TOTALS **Exhibit A**

BASE BID	Total
Base Bid	\$138,504.97
Cash Allowance Table	\$25,000.00
Total	\$163,504.97

Base Bid					
No.	Description	Unit	Qty	Unit Price	Ext Price
1	Mobilization, setup, and project overhead for all equipment, work on the project, including related items and appurtenances, complete in place.	LS	1	\$5,000.00	\$5,000.00
2	Traffic Control Plan	LS	1	\$10,000.00	\$10,000.00
3	Filter Fabric Inlet Protection, Including Related Items and Appurtenances for Installation and Removal.	EA	6	\$100.00	\$600.00
4	Tree and Plant Protection - Removal and Relocation as Needed, Including Related Items and Appurtenances, Complete in Place.	EA	4	\$200.00	\$800.00
5	Relocations of Signs and Reinstallation Including All Related Items and Appurtenances, Complete in Place.	EA	4	\$100.00	\$400.00
6	Fence removal and Relocation, Including Labor and All Related Items and Appurtenances, Complete in Place.	LF	75	\$27.00	\$2,025.00
7	Clearing and Grubbing	AC	0.19	\$5,263.00	\$999.97
8	Removal and Disposal of Existing Concrete Sidewalk (All Thicknesses), Including Labor and Disposal Fees.	SY	13.3	\$9.00	\$119.70
9	Removal and Disposal of Existing Concrete Curb and Gutter, Including Labor and Disposal Fees.	LF	550	\$5.00	\$2,750.00
10	Removal and Disposal of Existing Concrete Driveway (All Thicknesses), and Asphalt Driveways, Including Labor and Disposal Fees.	SY	271	\$9.00	\$2,439.00

11	Installation of Flatwork - 4-Inches of 3000 PSI 6' Wide Concrete Sidewalk with 6-Inch x 6-Inch Wire Mesh, Including Labor and All Related Items and Appurtenances, Complete in Place, With Passing Compression Tests.	SY	15.3	\$63.00	\$963.90
12	Installation of Flatwork - 4-Inches of 3000 PSI 5' Wide Concrete Sidewalk with 6-Inch x 6-Inch Wire Mesh, Including Labor and All Related Items and Appurtenances, Complete in Place, With Passing Compression Tests.	SY	502	\$63.00	\$31,626.00
13	Installation of Concrete Curb, Including Labor and All Related Items and Appurtenances, Complete in Place, With Passing Compression Tests.	LF	540	\$5.00	\$2,700.00
14	Installation of Concrete Drive Including Sub-Grade/Base Material, Excavation of 6-Inches of Existing Site for Placement of Base Material, Including all Labor, Items and Appurtenances, Complete in Place.	SY	129.5	\$81.00	\$10,489.50
15	Installation of New Concrete Drive at 103 Baker Drive including all 6-Inch Ribbon for Retaining Soil on Steep Slopes within Landscaped Area.	SY	181.5	\$81.00	\$14,701.50
16	Installation of Asphalt Road Repair, Including Labor and All Items and Appurtenances, Demo, and Disposal Fees, Complete in Place.	SY	670	\$45.00	\$30,150.00
17	Installation of Flatwork - 6-Inches Wide by 36-Inches Height with 1/2 the Section Buried, Reinforced Ribbon 3000 PSI Concrete (Stem Wall) as Shown on the Detail in Sheet 14, Including Labor and All Related Items and Appurtenances, Complete in Place, With Passing Compression Tests.	LF	137	\$15.00	\$2,055.00
18	Installation of Flatwork - 4-Inches of 3000 PSI Concrete Slope Paving for 1/2 Channel as Shown on the Detail in Sheet 14, Including Labor and All Related Items and Appurtenances, Complete in Place, With Passing Compression Tests.	SY	37.8	\$63.00	\$2,381.40

19	Saw Cut Curb for Saw Tooth Cut Section Along Cherry St. Including Labor and All Items and Appurtenances, Complete in Place.	LF	136	\$5.00	\$680.00
20	ADA ramps Including 6 Feet of Sloped Surface with a Truncated Dome Surface Paver on the Bottom, Including Related Labor and All Items and Appurtenances, Complete in Place.	EA	8	\$1,500.00	\$12,000.00
21	Installation of Topsoil (4-Inch Depth), Including All Labor, Items and Appurtenances, Complete in Place.	CY	37	\$100.00	\$3,700.00
22	Installation of Landscaping after completion of new drive approach for the property located at 103 Baker Drive.	SY	44	\$20.00	\$880.00
23	Hydro Mulch Seeding, Including Labor and All Related Items and Appurtenances, Complete in Place.	SY	42	\$9.00	\$378.00
24	Sodding (Match Existing), Including Labor and All Related Items and Appurtenances, Complete in Place.	SY	37	\$18.00	\$666.00
Subtotal: \$138,504.97					

Cash Allowance Table

No.	Description	Unit	Qty	Unit Price	Ext Price
1	Construction Contingencies	LS	1	\$25,000.00	\$25,000.00
Subtotal: \$25,000.00					