

CITY OF SUGAR LAND
STANDARD CONTRACT FOR CIVIL ENGINEERING CONSTRUCTION PROJECTS
(Not For Building Construction Projects)
(Rev. 6-5-19)

This City of Sugar Land Standard Contract for Civil Engineering Construction Projects (Contract) is made between the City of Sugar Land, Texas (City), and the Contractor. The City and the Contractor agree to the terms and conditions of this Contract, which consists of the following

- I. Signatures
- II. Summary of Contract Terms
- III. Standard Contractual Provisions
- IV. Contract Documents

I. Signatures. By signing below, the parties agree to the terms of this Contract:

CITY OF SUGAR LAND

By: 

Name: Mike Goodrum

Title: City Manager

Date: 08/31/2020

CONTRACTOR:

By: 

Name: Santos A. Reyes

Title: owner

Date: 8/7/2020

II. Summary of Contract Terms.

Project: Bridge Rehabilitation for Various Locations

Contractor: Cedros Paving Service, LLC

Name of Engineering Firm, if any: Aguirre & Fields

Name of Owner's Project Manager: Mike Wilkinson

Maximum Contract Price: \$100,000, as may be adjusted by Change Orders

Effective Date of Contract: On the latest date of the dates executed by both parties

Termination Date: September 30, 2021

Renewal: The City may renew this contract for four (4) additional one-year terms, with such renewal approved by City Council not less than thirty (30) days prior to the end of the then-current contract term.

Date to Begin Work: Date specified in Notice to Proceed

Substantial Completion: Contractor must achieve Substantial Completion within 300 Calendar Days from date specified in Notice to Proceed, as the time may be adjusted by Change Order

Final Completion: Contractor must complete the Punch List within 30 Calendar Days from Substantial Completion

Liquidated Damage Amount for Failure to Meet Time for Substantial Completion: \$250 per Calendar Day

Liquidated Damage Amount for Failure to Complete Punch List Items by Time for Final Completion: \$50 per Calendar Day

III. Standard Contractual Provisions.

A. Definitions.

Contract means this Standard Contract for Civil Engineering Construction Projects, comprised of the:

- (1) Signatures (Section I);
- (2) Summary of Contract Terms (Section II);
- (3) Standard Contractual Provisions (Section III); and
- (4) Contract Document (listed in Section IV).

Project means the project identified in Section I above.

Work means all labor, materials, equipment, and services necessary to construct, erect, install, equip, and complete the Project.

B. Work. The Contractor will complete the Work according to the Contract requirements.

C. Payment. Subject to the terms of the Contract, the City will pay the Contractor the sum(s) as shown in Section I above plus any additional sums approved by Change Order. All payments to be made by the City to Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to other requirements of this Contract and Chapter 2251 of the Texas Government Code.

D. Law Governing and Venue. Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Fort Bend County, Texas.

E. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

F. Independent Contractor. Contractor will perform the Work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the Work to be performed by Contractor under this Contract. The Contractor will perform the Work in a workmanlike manner and take proper care and precautions to insure the safety of Contractor's officers, employees, and agents.

G. Labor Classification and Minimum Wage Scale. The Contractor must comply with Chapter 2258 of the Texas Government Code. This statute, among other things, requires all contractors and subcontractors performing public works contracts for a municipality to:

- (1) Pay the prevailing wage rate as determined by the municipality, a copy of which is attached as the Labor Classification and Minimum Wage Scale;

- (2) Keep records of the name and occupation of each worker, laborer and mechanic employed by them to work on the Project and the actual per diem wages paid to each; and
- (3) Forfeit, as a penalty, sixty dollars per day for each laborer, worker, or mechanic who is not paid the stipulated wage for the type of work performed by him as shown in the attached Labor Classification and Minimum Wage Scale. The City is authorized to withhold the penalty amount from the Contractor's payment, as provided in the statute.

H. Compliance with Laws. The Contractor will comply with all laws and regulations applicable to its business operations and the Work. The Contractor represents that it has complied with the federal immigration and citizenship laws.

I. Severability. The provisions of this Agreement are severable and the invalidity of any part of this Agreement will not affect the validity of the remainder of this Agreement.

J. Cumulative Remedies. The rights and remedies provided in this Contract, or otherwise under applicable laws, shall be cumulative and the exercise of any particular right or remedy shall not preclude the exercise of any other right or remedies in addition to, or as an alternate of, the right or remedy.

K. Compliance with CenterPoint Houston Electric, LLC's Tariff. The Contractor must comply with CenterPoint Houston Electric, LLC's or its successor's (CenterPoint) most current tariff filed with the Texas Public Utility Commission. If electrical facilities are installed that require indemnity under the tariff, **CONTRACTOR ASSUMES THE RISK OF AND SHALL INDEMNIFY THE CITY, CENTERPOINT HOUSTON ELECTRIC, LLC (CENTERPOINT), THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS AGAINST DAMAGES FOR INJURIES OR DEATH TO PERSONS OR LOSS TO THE CITY OF SUGAR LAND'S (CITY) PROPERTY OR TO PROPERTY OF CENTERPOINT WHEN OCCASIONED BY ACTIVITIES OF THE CITY, CONTRACTOR, OR THIRD PARTIES ON THE CITY'S PREMISES, RESULTING FROM THE INSTALLATION, EXISTENCE, REPLACEMENT OR REPAIR OF CENTERPOINT'S UNDERGROUND FACILITIES, AND AS FURTHER PROVIDED IN THE TERMS OF "LIMITS ON LIABILITY", SECTION 5.2 OF CENTERPOINT'S TARIFF.**

L. Railroad Requirements. If this Project involves work on or use of Union Pacific Railroad Company's property, whether through construction of an at-grade crossing, installation of utilities, or other City use, the Contractor must comply with the Railroad's requirements, the City's agreement with the Railroad, and the applicable federal, state and local laws regulations and enactment affecting the Work. **ALSO, CONTRACTOR RELEASES, DEFENDS AND INDEMNIFIES UNION PACIFIC RAILROAD COMPANY (RAILROAD) AND THE CITY FROM AND AGAINST ANY LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, COST, OR EXPENSE INCURRED BY ANY PERSON, INCLUDING, WITHOUT LIMITATION, THE CONTRACTOR'S AND THE CITY OF SUGAR LAND'S PROPERTY OR EQUIPMENT (COLLECTIVELY, THE "LOSS") THAT ARISES FROM THE PRESENCE OR ACTIVITIES OF CONTRACTOR'S AND CITY'S EMPLOYEES ON RAILROAD'S PROPERTY, EXCEPT TO THE EXTENT THAT ANY LOSS IS CAUSED BY THE SOLE DIRECT NEGLIGENCE OF THE CITY OR THE RAILROAD. FURTHER, IF THE CONTRACTOR'S FAILURE TO COMPLY WITH APPLICABLE FEDERAL, STATE AND LOCAL LAWS, REGULATIONS AND ENACTMENTS, RESULTS IN ANY FINE, COST OR CHARGE BEING ASSESSED, IMPOSED OR CHARGED AGAINST THE CITY OR THE RAILROAD, THE CONTRACTOR SHALL REIMBURSE AND INDEMNIFY THE CITY OR RAILROAD FOR ANY SUCH FINE, PENALTY, COST, OR CHARGE, INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES. UPON THE RAILROAD'S OR CITY'S NOTICE OF ANY SUCH ACTION BEING PROVIDED BY THE**

RAILROAD OR THE CITY, THE CONTRACTOR AGREES TO DEFEND SUCH ACTION FREE OF COST, CHARGE OR EXPENSE TO THE CITY OR THE RAILROAD.

M. Disclosure of Interested Persons for Council-Approved Contracts. Contracts that require City Council approval, such as contracts that exceed \$50,000, are subject to the requirements of Section 2252.908, Tex Gov't Code. Under the provisions of this statute:

(1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;

(2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission) that includes:

(a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and

(b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

The Commission has approved a Certificate of Interested Persons form, which must be filled out, signed and notarized by the Contractor and submitted to the City at the time of execution of this Contract, along with the certification of filing generated from the Commission's website at <https://www.ethics.state.tx.us/tec/1295-Info.htm>. The Certificate of Interested Persons form is available on the Commission's website and the Contractor must follow the Commission's filing process adopted pursuant to the statute. The Contractor's notarized Certificate of Interested Persons and certification of filing are attached to this Contract.

N. Prohibition on Contracts with Companies Boycotting Israel. Certain contracts for goods and services are subject to the requirements of Section 2270.002, Tex Gov't Code (H.B. 89, as amended by H.B. 793). Specifically, contracts for good and services that:

(1) are between the City and a company with ten (10) or more full time employees; and

(2) have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the City.

Under the provisions of this statute, if the above conditions apply the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract.

If this is a contract to which the verification requirement applies, the City has approved a verification form which must be filled out and signed by the Contractor and submitted to the City at the time of execution of this Contract.

IV. Contract Documents. The Contractor must comply with the following additional Contract Documents, which are part of this Contract and are incorporated by reference:

- (1) General Conditions
- (2) Performance Bond
- (3) Payment Bond
- (4) Labor Classification and Minimum Wage Rates
- (5) State of Texas Workers' Compensation Insurance Coverage Addendum
- (6) Insurance Requirements
- (7) Conflict of Interest Questionnaire
- (8) Certificate of Interested Persons
- (9) H.B. 89 Verification Form
- (10) Invitation to Bid
- (11) Notice to Bidders
- (12) Instructions to Bidders
- (13) Contractor's Bid for the Project
- (14) Contractor's Affidavit of Bills Paid
- (15) Notice to Proceed
- (16) Change Orders
- (17) Technical Specifications
- (18) Engineer's Plans and Drawings
- (19) Special Conditions, if any
- (20) Geo-Tech Report (if Contract involves trench excavation exceeding depth of five feet)

If there is a conflict between or among the terms of the Contract the City will determine which provision applies.

FY21-25 Bridge Rehabilitation Bid Items

GENERAL ITEMS	DESCRIPTION	Quantity	UOM	Cedros Paving		ISI Contracting	
				Unit Price	Extended Price	Unit Price	Extended Price
110	EXCAVATION (ROADWAY)	100	SY	\$14.00	\$1,400.00	\$165.00	\$16,500.00
132	EMBANKMENT (ORD COMP)(TY B)	10	CY	\$18.00	\$180.00	\$48.00	\$480.00
134	BACKFILLING PAVEMENT EDGES	10	CY	\$12.00	\$120.00	\$230.00	\$2,300.00
162	BLOCK SODDING	50	SY	\$20.00	\$1,000.00	\$20.00	\$1,000.00
340	DENSE-GRADED HOT-MIX ASPHALT (SMALL QUANTITY)	100	TON	\$250.00	\$25,000.00	\$340.00	\$34,000.00
361	FULL-DEPTH CONCRETE PAVEMENT REPAIR	100	SY	\$70.00	\$7,000.00	\$400.00	\$40,000.00
400	STRUCTURAL EXCAVATION	10	CY	\$20.00	\$200.00	\$160.00	\$1,600.00
401	FLOABLE BACKFILL	100	CY	\$185.00	\$18,500.00	\$200.00	\$20,000.00
422	BRIDGE SIDEWALK	100	SF	\$65.25	\$6,525.00	\$15.00	\$1,500.00
427	CONCRETE PAINT FINISH	100	SF	\$20.25	\$2,025.00	\$2.00	\$200.00
427	OPAQUE SEALER FINISH	10	SF	\$20.25	\$202.50	\$2.10	\$21.00
429	CONC STRUCTURE REPAIR (SMALL SPALL)	10	SF	\$35.00	\$350.00	\$95.00	\$950.00
429	CONC STRUCTURE REPAIR (INTERMEDIATE SPALL)	10	SF	\$35.00	\$350.00	\$115.00	\$1,150.00
429	CONC STRUCTURE REPAIR (RAPID DECK REPAIR)	100	SF	\$27.00	\$2,700.00	\$170.00	\$17,000.00
432	RIPRAP CONCRETE (5 IN)	100	CY	\$37.98	\$3,798.00	\$570.00	\$57,000.00
432	RIPRAP (STONE COMMON) (DRY) (12 IN)	100	CY	\$42.00	\$4,200.00	\$310.00	\$31,000.00
432	RIPRAP (STONE COMMON) (DRY) (18 IN)	100	CY	\$48.00	\$4,800.00	\$310.00	\$31,000.00
438	CLEANING AND SEALING JOINTS	1000	LF	\$7.25	\$7,250.00	\$40.00	\$40,000.00
491	TREATED TIMBER	1	MBF	\$3,500.00	\$3,500.00	\$13,000.00	\$13,000.00
500	MOBILIZATION	1	LS	10.00%	\$15,000.00	\$120,000.00	\$120,000.00
502	BARRICADES, SIGNS, AND TRAFFIC HANDLING	12	MO	\$1,800.00	\$21,600.00	\$1,000.00	\$12,000.00
506	CONSTRUCTION PERIMETER FENCE	100	LF	\$3.50	\$350.00	\$1.75	\$175.00
506	SAND BAGS FOR EROSION CONTROL	10	EA	\$12.00	\$120.00	\$9.00	\$90.00
510	ONE-WAY TRAFFIC CONTROL (FLAGGER)	8	HR	\$140.00	\$1,120.00	\$30.00	\$240.00
510	ON-WAY TRAFFIC CONTROL (PORTABLE TRAFFIC)	1	DAY	\$3.50	\$3.50	\$145.00	\$145.00
540	METAL BEAM GUARD FENCE	100	LF	\$400.00	\$40,000.00	\$27.00	\$2,700.00
658	INSTALL OBJECT MARKER ASSEMBLY	10	EA	\$125.00	\$1,250.00	\$75.00	\$750.00
740	GRAFFITI REMOVAL (PAINTING)	100	SF	\$12.50	\$1,250.00	\$2.00	\$200.00
740	GRAFFITI REMOVAL (CHEMICAL CLEANING)	100	SF	\$15.00	\$1,500.00	\$2.00	\$200.00
740	ANTI-GRAFFITI COATING (PERMANENT - TY III)	100	SF	\$18.00	\$1,800.00	\$3.15	\$315.00
764	DRAIN INLET CLEANING	10	EA	\$250.00	\$2,500.00	\$350.00	\$3,500.00
				\$175,594.00		\$449,016.00	
				\$5,000.00		\$5,000.00	
				\$180,594.00		\$454,016.00	

Cash Allowance As Approved by the City of Sugar Land	1	LS
Total Bid		