

CITY OF SUGAR LAND
CONTRACT FOR CIVIL ENGINEERING CONSTRUCTION PROJECTS (MODIFIED)
(Not For Building Construction Projects)
(Rev. 6-21-19)

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. Additional Terms or Conditions
- V. Contract Documents

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

CITY OF SUGAR LAND

CONTRACTOR: Precise Services, Inc.

By:

By: 

Name:

Name: Alberto Lopez

Title:

Title: Vice President

Date:

Date:

II. Summary of Contract Terms.

Project: Sugar Land Fire and Police Training Facility Access Road: CIP Project Nos. AP 1903 and MU 1901

Contractor: Precise Services, Inc., 22337 Sandy Lane, Porter, TX 77365

Name of Engineering Firm, if any: Pacheco Koch, LLC

Name of Owner's Project Manager: Lane Wolf

Bid Prices:

- | | |
|--|-----------------------|
| A. Unit 1 Bid Price (Using off-site fill): | <u>\$540,291.75</u> |
| B. Unit 2 Bid Price: | <u>\$186,873.75</u> |
| C. Unit 4 Bid Price (Using off-site fill): | <u>\$129,823.00</u> |
| D. Unit 5 Bid Price: | <u>\$348,520.90</u> |
| E. Total Base Bid (Units 1, 2, 4, and 5): | <u>\$1,205,509.40</u> |

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

Date to Begin Work: Date specified in Notice to Proceed

Substantial Completion:

- Deadline A Units 1 and Unit 2: Contractor must achieve Substantial Completion within 60 Calendar Days from date specified in Notice to Proceed, as the time may be adjusted by Change Order.
- Deadline B Unit 4: Contractor must achieve Substantial Completion within 90 Calendar Days from date specified in Notice to Proceed, as the time may be adjusted by Change Order.
- Deadline C Unit 5: Contractor must achieve Substantial Completion within 120 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 14 Calendar Days from Substantial Completion

Liquidated Damage Amount for Failure to Meet Time for Substantial Completion: \$500.00 per Calendar Day

Liquidated Damage Amount for Failure to Complete Punch List Items by Time for Final Completion: \$50.00 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);
- (4) Additional Terms or Conditions (Section IV); and
- (5) Contract Documents (listed in Section V).

Project means the project identified in Section II 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.