

**CITY OF SUGAR LAND**  
**STANDARD CONTRACT FOR CIVIL ENGINEERING CONSTRUCTION PROJECTS**  
**(Not For Building Construction Projects)**  
(Rev. 6-4-19)

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:**

**Title:**

**Date:**

**CONTRACTOR:** Main Lane Industries, Ltd.

**By:**

**Name:** Anthony Colombo

**Title:** President

**Date:** 4/12/2021

**II. Summary of Contract Terms.**

Project: CWA2002 – Distribution System Water Main Rehabilitation Project

Contractor: Main Lane Industries, Ltd

Name of Engineering Firm, if any: Sander Engineering Corporation

Name of Owner's Project Manager: Idahosa U. Igbinoba, RS.PMP, CFM

Base Bid: \$ 1,851,784.50

Alternate Bid Item Nos.: \_\_1\_\_

Total Alternate Bid Items Amount: \$ 101,150.00

Contract Price (Base Bid + Alternates): **\$1,952,934.50** as may be adjusted by Change Orders

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: Contractor must achieve Substantial Completion within 180 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: \$1000.00 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 s (Section III), and
- (4) Contract Document (listed in Section IV).

*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.

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: