

GREGORY-PORTLAND INDEPENDENT SCHOOL DISTRICT
Portland, Texas

CONSTRUCTION CONTRACT

THE STATE OF TEXAS §
COUNTY OF SAN PATRICIO §

The GREGORY-PORTLAND INDEPENDENT SCHOOL DISTRICT (hereafter called "Owner") and Weaver & Jacobs Constructors (hereafter called "Contractor"), hereby agree as follows:

1. Contractor agrees to construct for Owner in accord with the Contract Documents the following: Gregory-Portland ISD High School HVAC Central Plant Remodel and Site Piping Project ("Project"), according to the contract documents prepared or compiled by Stridde, Callins and Associates, Inc. ("Project Engineer").

2. Contractor agrees to furnish, at his own expense, all labor, services, materials, tools, equipment and supervision necessary to the full and final completion of the Project, and everything incidental thereto, as shown on the Drawings, stated in the Specifications, or properly inferable therefrom, all in accord with the Contract Documents, as hereafter defined.

3. The Contract Documents consist of this Construction Contract and the following instruments which are incorporated herein:

- a. Request for Competitive Sealed Proposals
- b. Proposal
- c. Conditions of the Contract (General and Supplemental)
- d. Drawings
- e. Specifications
- f. Addenda and amendments to the foregoing as follows:
 - (1) Addendum No. 1 dated March 12, 2020.
 - (2) Exhibit A dated 3/27/2020, showing revised Alternate 13A pricing and deductions.

4. Immediately following the execution of this Contract and before performing any work, Contractor shall furnish to Owner a valid Performance Bond and Payment Bond, each in the full amount of the contract price on forms promulgated by Owner, written by companies acceptable to and approved by Owner and a required Certificate of Insurance, each in accord with the requirements of the Contract Documents.

5. The work shall be performed in five (5) coordinated parts or phases numbered 0 through 4, three (3) of which phases have required substantial completion deadlines as specified in the request for competitive sealed proposal Project Manual Specification Section 01 10 00 (Summary of Work) and on the Proposal Form. Contractor shall commence work on each of the five Phases as directed in a written Notice to Proceed from the Owner, and shall substantially complete three of the phases of the Work as follows: (1) Phase 0 substantial completion on or before Sept. 14, 2020, (2) Phase 2 substantial completion on or before January 4, 2021, and (3) Phase 4 final substantial completion on or before August 1, 2021. If any of the latter three phases of the work is not timely completed in accord with the terms of the Contract Documents, Contractor shall be liable to Owner for damages for each of these three

phases on which there is failure of timely completion, calculated in accord with the terms and provisions of Article 12 of the Supplemental General Conditions of the Contract. If liquidated damages are assessed according to Article 12, it is expressly agreed that the said sum per day is a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the work is not completed within the agreed time. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by additional compensation to personnel, for loss of interest on money, and other miscellaneous increased costs, all of which are difficult to exactly ascertain. Such liquidated damages, if assessed, shall be in addition to, and not in lieu of any other rights or remedies Owner may have against Contractor for failure to timely achieve completion of the work.

6. The total contract price is Four Million Two Hundred Ninety-Six Thousand Eight Hundred Fifty-Five Dollars (\$4,296,855.00), which includes the base bid and alternates numbers: 1A, 8, 9, 11 and revised 13A, as well as Owner's contingency allowance of \$60,000 and allowance of \$230,000 for BAS system construction cost).

7. The parties hereto agree that they will take such steps and execute such instruments as may be necessary to enable Owner to claim its exemption from the State of Texas Limited Sales Tax for materials used in such Project. All savings resulting from such tax exemption shall be for the benefit of the Owner.

8. The Board of Trustees, by majority vote, is the only representative of the Owner (an independent school district) having the power to enter into a contract, to approve changes in the scope of the work, to approve a change order, or to agree to an extension to the date of completion of the work. The Board may authorize a representative to act on behalf of the Owner in the day-to-day administration of the contract.

Executed in Portland, Texas, on 01 April, 2020.

ATTEST:

[Signature]
G-PISD, Secretary

GREGORY-PORTLAND INDEPENDENT SCHOOL DISTRICT

Owner

By [Signature]
Victor Hernandez, President
Board of Trustees

By [Signature]
Dr. Paul Clore, Superintendent of Schools

ATTEST:

Secretary

WEAVER & JACOBS CONSTRUCTORS
Contractor

By _____
*Name:
*Title: President

Address: _____

*Typed or clearly printed

EXHIBIT A

Weaver and Jacobs Cost Reductions and Final Contract Recommendations
G-P ISD High School HVAC Central Plant Remodel and Site Piping
3/27/2020

\$4,205,000.00	Base Proposal
\$74,000.00	Alternate 1A = Trane WCU-1, 2, 3 10-year warranty
\$500.00	Alternate 8 = Anti-corrosive concrete mix
\$72,500.00	Alternate 9 = George Harris Lift Station Removal
\$15,000.00	Alternate 11 = Electrical surge protection system
\$54,000.00	Revised Alternate 13A = Trane WCU-1,2,3 Condenser Protective Coatings
\$4,421,000.00	Sub-Total

Best Value Deducts	
-\$31,400.00	Reduce supervision from Two (2) to One (1) superintendent
-\$5,250.00	Delete Job Trailer
-\$250.00	Delete Temp Fire Extinguisher
-\$250.00	Delete Ice/cups/water
-\$250.00	Reduce field office supplies
-\$600.00	Delete Jobsite Internet
-\$300.00	Delete Building B mud slab patch
-\$3,463.00	Add Cooling tower frame splices to create frame sections
-\$2,500.00	Rough Carpentry Reduction by 25%
-\$5,000.00	Alternate 14 = Eaton Electrical Gear
-\$41,200.00	Delete sod and temporary irrigation
-\$2,000.00	Provide field installed IFM flow sensor in lieu of factory mounted for WCU-4 and 5
-\$31,682.00	Delete Trane WCU-1,2,3 factory 6-point testing
-\$124,145.00	Sub-Total Deducts

\$4,296,855.00	Total contract amount including best value alternate and deducts
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\$3,830,000.00	Cost Budget Estimate
\$250,855.00	Cost overage for Base Proposal including best value deducts
\$466,855.00	Overall cost overage including best value deducts
6.5%	Percentage overage for Base Proposal including best value deducts
12.2%	Percentage overall cost overage including best value deducts