

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 Malek, Inc. (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 Stephen F. Austin Elementary 2021 HVAC Central Plant Upgrades 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 N/A.

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 two (2) coordinated parts or phases referred to as Phase 1 and Phase 2, both 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 (at 00 43 23 - 2). Contractor shall commence work on each of the two Phases as directed in a written Notice to Proceed from the Owner, and shall substantially complete the two phases of the Work as follows: (1) Phase 1 completion on or before August 1, 2021, and (2) Phase 2 substantial completion on or before October 11, 2021. If either one of the two 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 the 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.

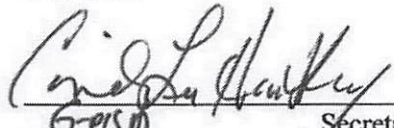
6. The total contract price is Eight Hundred Six Thousand Two Hundred Dollars (\$806,200.00), which includes the base bid and alternates numbers: 1 and 2, as well as Owner's allowances for contingency, BAS system construction cost and material testing.

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.

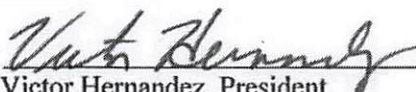
8. The Board of Trustees, by majority vote, is the only representative of the Owner (an independent school district) having the power to enter into a contract, to approve changes in the scope of the work, to approve a change order, or to agree to an extension to the date of completion of the work. The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

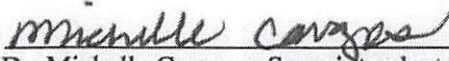
Executed in Portland, Texas, on May 7, 2021.

ATTEST:

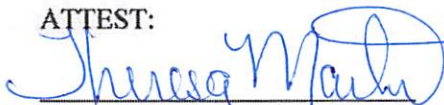

G. L. Hanky, Secretary

GREGORY-PORTLAND INDEPENDENT SCHOOL DISTRICT

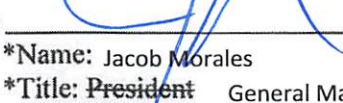
By  Owner
Victor Hernandez, President
Board of Trustees

By 
Dr. Michelle Cavazos, Superintendent of Schools

ATTEST:


Secretary

MALEK, INC. Contractor

By 
*Name: Jacob Morales
*Title: President General Manager

Address: 2521 Antelope Street
Corpus Christi, TX 78408

*Typed or clearly printed