

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, 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 High School Classroom Addition Project ("Project"), according to the contract documents prepared or compiled by WKMC Architects, Inc. ("Project Architect").

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. Specifications
- e. Drawings
- f. Addenda and amendments to the foregoing as follows:
 - (1) Addendum No. 1, dated January 17, 2020
 - (2) Addendum No. 2, dated January 21, 2020
 - (3) Addendum No. 3, dated January 24, 2020
 - (4) Addendum No. 4, dated January 28, 2020
 - (5) Addendum No. 5, dated January 31, 2020
 - (6) Addendum No. 6, dated February 4, 2020

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. Contractor shall commence work as directed in a written Notice to Proceed from the Owner, and shall complete the work on or before 418 calendar days from the date of commencement established in the Notice to Proceed. If the work is not timely completed in accord with the terms of the Contract Documents, Contractor shall be liable to Owner for damages 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 (including Owner allowances of \$275,000) is Five Million Four Hundred Twenty-Two Thousand Sixty-Eight Dollars (\$5,422,068.00), which includes the base bid and alternates numbers: Bid Alternates No. 1, No. 2, No. 6, No. 8 and No. 9. (This contract price includes estimated MEP construction costs (excluding general contractor's general conditions and overhead & profit) of One Million Seventy-Eight Thousand One Hundred Seventy-Seven Dollars (\$1,078,177.00). MEP breakdown as follows: Mechanical = \$408,912.00; Electrical = \$456,700.00; Plumbing = \$212,565.00.)

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 February 17, 2020.

ATTEST:

Constance Hasky
6-P150, Secretary

GREGORY-PORTLAND INDEPENDENT
SCHOOL DISTRICT:

Owner
By Victor Hernandez
Victor Hernandez, President
Board of Trustees

By Paul Clore
Dr. Paul Clore, Superintendent of Schools

ATTEST:

Mike New
Secretary

WEAVER + JACOBS CONSTRUCTORS, INC.
Contractor

By Grant Jacobs
Name: GRANT JACOBS
Title: President

Address: 361 COOPERATIVE WAY
CUERO, TX 77954

Type or print clearly.