

CITY OF PFLUGERVILLE STANDARD CAPITAL IMPROVEMENT PROJECT (CIP)  
CONSTRUCTION AGREEMENT BETWEEN CITY AND CONTRACTOR

THIS AGREEMENT is entered into by and between City of Pflugerville, Texas (CITY)  
and

G2 Construction Services, Inc. (CONTRACTOR). CITY and CONTRACTOR,

in consideration of the mutual covenants, obligations and responsibilities herein established, agree as follows:

SECTION I. Generally.

Terms. Terms used in this Agreement, unless the context clearly indicates otherwise, will have the meanings indicated in the General Conditions attached hereto.

Work. CONTRACTOR shall complete all Work as defined in the General Conditions, and as specified or indicated in the other Contract Documents. The Work is generally referred to as Pflugerville Police Department Parking Expansion Project regardless of whether the Work may only be a part of the Project, with the Work being generally described as follows:

Major items of the Work include new parking lot improvements, grading, new landscape improvements, pavement markings, curb and gutter, and new detention facility with outlet structure

The Project. The Project, for which the Work under the Contract Documents may be the whole or only a part of, is generally described under Article I above.

Design Consultant. The Design Consultant for the Project is:

Robert Hernandez, P.E.  
Halff Associates, Inc.  
13620 Briarwick Drive  
Building C, Suite 100  
Austin, TX 78729

who is referred to as such in the Contract Documents for the purposes stated therein. The CITY shall provide written notice to the CONTRACTOR if any information regarding this designation should change during the course of this Agreement.

SECTION II. Contract Times/Liquidated Damages.

Time of the Essence. All time limits for Milestones, if any, Substantial Completion, and Final Completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

Milestones, Substantial Completion and Final Completion. The Work will be Substantially Completed within 100 days after the date when the Contract Times commence to run as provided in Section 1.2.4 of the General Conditions, and Finally Completed and ready for final payment in accordance with Section 13.1 of the General Conditions within 130 days after the date when the Contract Times commence to run.

Liquidated Damages. CONTRACTOR and CITY recognize that time is of the essence of this Agreement and that CITY will suffer financial loss if the Work is not completed within the times specified in Section II herein above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by CITY if the Work is not completed on time. Accordingly, instead of requiring any such

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proof, CITY and CONTRACTOR agree that as liquidated damages for delay, but expressly acknowledged herein as not being a penalty, CONTRACTOR shall pay CITY \$600 for each day that expires after the time specified in Section II herein for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by CITY for Final Completion, CONTRACTOR shall pay CITY \$300 for each day that expires after the time specified in Section II herein for Final Completion and readiness for final payment until the Work is completed and ready for final payment.

### SECTION III. Contract Sum.

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equal to the sum of the following, as applicable:

- (1) For all Work other than Unit Price Work, a Lump Sum of:

Nine Hundred Forty Thousand Dollars and 00/100 (\$ 940,000.00)

The Lump Sum above includes all allowances computed in accordance with Section 3.8 of the General Conditions.

- (2) For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that items follows:

See CONTRACTOR'S SUBMITTED BID PROPOSAL, which is incorporated herein by reference for all purposes.

Sum of all Unit Prices: N/A \_\_\_\_\_ \$ (dollars).

CONTRACTOR acknowledges that estimated quantities are not guaranteed and that the determination of actual quantities will be made in accordance with Sections 9.3-9.6 of the General Conditions.

### SECTION IV. Payments.

Submittal and Processing of Payments. THE CONTRACTOR shall submit Applications for Payment in accordance with Article IX of the General Conditions. CITY shall make progress payments on account of the Contract Sum on the basis of CONTRACTOR's Applications for Payment in accordance with Article IX of the General Conditions. Prior to Final Completion, progress payments will be made in an amount equal to authorized amount, less the applicable retainage percentage indicated within Section 9.6 of the General Conditions, less permissible amounts withheld, in accordance with Article IX of the General Conditions.

### SECTION V. Representations.

Representations. In order to induce CITY to enter into this Agreement CONTRACTOR makes the following representations in addition to those otherwise provided in the Contract Documents:

- (1) CONTRACTOR has comprehensively evaluated the Contract Documents and the other information identified in the Bidding Documents and has visited the Project Site and is satisfied as to the Site conditions that may affect completion of the Work.

(2) CONTRACTOR has further carefully evaluated all: (a) information regarding subsurface conditions at or contiguous to the Site and all drawings relating to existing surface or subsurface structures at or contiguous to the Site that have been identified in the Contract Documents, if any; and (b) information regarding a Hazardous Environmental Condition, if any, at the Site as identified in Contract Documents.

(3) CONTRACTOR has obtained and carefully evaluated all additional or supplementary information concerning surface and subsurface conditions at or contiguous to the Site that may affect CONTRACTOR'S completion of the Work for the stated Contract Sum within the stated Contract Time. Accordingly, based on said evaluations, CONTRACTOR hereby acknowledges and confirms that no additional information is necessary for the performance of the Work at the Contract Sum, within the Contract Times, and in accordance with the conditions of the Contract Documents.

(4) Finally, CONTRACTOR has provided written notice of all discrepancies that CONTRACTOR has discovered in the Contract Documents to the City or Design Consultant, and hereby acknowledges that all such discrepancies have been resolved sufficiently by the Design Consultant

#### SECTION VI. Additional Terms.

Controlling Law/Venue. This Agreement shall be governed by the laws of the State of Texas without regard to its conflicts of laws. Venue for any dispute resolution or legal proceedings lies exclusively in the Courts of Travis County, Texas.

Waiver. The failure of either Party hereto to enforce any provision of this Agreement does not constitute a waiver of that provision, affect the enforceability of that provision, or the enforceability of the remainder of this Agreement.

Third Party Beneficiaries. Nothing in this Agreement is intended to by the Parties hereto or shall be construed to create rights in any person or entity other than the Parties hereto.

Execution. This Agreement may be executed in one or more counterparts and may be exchanged by facsimile or other electronic means. It is stipulated and agreed that any counterpart containing a signature or facsimile signature of the authorized representatives of the respective Party will be deemed an original for all purposes.

Authorization. CONTRACTOR represents that CONTRACTOR has the power and authority to execute and enter into this Agreement. The execution and delivery of this Agreement and the performance of the Work hereunder has been duly authorized by all necessary corporate action, if applicable. Upon execution, this Agreement will constitute the binding and valid obligations of CONTRACTOR and shall be enforceable in accordance with its terms. CONTRACTOR further represents that it is in good standing in and qualified to do business in the State of Texas.

CITY Ordinance Compliance and Certification. CONTRACTOR represents that CONTRACTOR has fully read and understood the terms and conditions for eligibility to contract with the CITY pursuant to Chapter 38 of the CITY'S Code of Ordinances and by entering into this Agreement certifies that CONTRACTOR is qualified to contract with the CITY compliance with all applicable requirements.

Texas Government Code Compliance. When applicable, the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; (ii) will not boycott Israel during the term of the contract; (iii) does not boycott energy companies; (iv) will not boycott energy companies during the term of the contract; (v) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade

association; and (vi) will not discriminate during the term of the contract against a firearm entity or firearm trade association (Texas Government Code, Chapter 2271.002; 2274.002).

Contractor hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as this term is defined in the Texas Government Code, Section 808.001, as amended. Contractor hereby verifies that it does not boycott energy companies, and agrees that, during the term of this agreement, will not boycott energy companies as this term is defined in Texas Government Code, Section 809.001, as amended. Contractor hereby verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and agrees that, during the term of this agreement, will not discriminate against a firearm entity or firearm trade association as those terms are defined in Texas Government Code, Section 2274.001, as amended.

Further, Contractor hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organizations.

Certificate of Interested Parties (TEC Form 1295). CONTRACTOR acknowledges that for contracts needing CITY Council approval, the CITY may not accept or enter into a contract until it has received from the CONTRACTOR a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. CONTRACTOR understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering into this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the CITY. The TEC Form 1295 may accompany the bid or may be submitted separately but must be provided to the CITY prior to the award of this Agreement. Neither the City nor its Design Consultant have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising CONTRACTOR with respect to the proper completion of the TEC Form 1295.

Assignment of Contract. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound in accordance with the General Conditions.

Successors and Assigns. CITY and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Severability. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.


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In consideration for the mutual obligations, representations, terms and conditions herein recited, CITY and CONTRACTOR have agreed to and signed this Agreement to be effective on \_\_\_\_\_ (Effective Date).

CITY OF PFUGERVILLE, TEXAS:

CONTRACTOR: G2 Construction Services, Inc.

By: \_\_\_\_\_  
Sereniah Breland, City Manager

By:   
Jimmy S. Gibson, V.P.

Attest Trista Evans, City Secretary

Address for giving notices:

Address for giving notices:

P.O. BOX 589

3303 SHELL RD. SUITE 3

Pflugerville, Texas 78660

GEORGETOWN, TX 78628

CITY'S Designated Representative:

CONTRACTOR'S Designated Representative:

Name: \_\_\_\_\_

Name: Jimmy (SHANE) GIBSON

Title: \_\_\_\_\_

Title: VICE PRESIDENT

Addrees: \_\_\_\_\_

Address: 3303 SHELL RD. SUITE 3  
GEORGETOWN, TX 78628

Phone/Fax: \_\_\_\_\_

Phone/Fax: (512) 688-5725

Email: \_\_\_\_\_

Email: (512) 688-5724  
shane@g2csinc.com



## Proposal

**TIPS 211001**

3/29/2024

TEL: (512)688-5725

Fax: (512)688-5724

Submitted to Romulus Atanasiu

Company: City of Pflugerville

Phone: 512-990-6332

Job Title: City of Pflugerville (**Police Dept. Parking Lot Expansion Proposal**)

Job Locations: 1519 Pfennig Ln., Pflugerville, TX 78660

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This proposal is derived from the plan set (2022-65-SP) dated 10-6-2023 and is based on today's pricing.

### **A. Demolition/Survey**

1. Establish control and check benchmark, and stake parking area.
2. Remove and dispose of curb gutter.
3. Remove and dispose of tree noted on plans.
4. Remove and dispose of canopy structure, railroad ties, and wall as noted on plans.

### **B. Concrete Paving Prep & Asphalt Paving**

1. Excavate and grade for 6" concrete paving.
2. Provide and place 10" select base below asphalt paving.
3. Provide and place 2" HMAC.
4. Compact and moisture condition subgrade.
5. Dispose of unused spoils.

### **C. Landscape Areas**

1. Excavate and grade to 4" below FG
2. Prepare subgrade for installation and dispose of unused spoils.
3. Install landscaping and temporary irrigation as per plans.

3303 Shell Road, Suite 3 Georgetown, TX 78628  
Email: sales@g2csinc.com Fax: 512.688.5724 Tel: 512.688.5725  
G2 Construction Services, Inc.



#### **D. Pond**

1. Excavate and grade to 4" below FG.
2. Provide and place 12" rock rip rap.
3. Dispose of unused spoils.

#### **E. Site Concrete**

1. Mobilization/Layout
2. Form, pour and finish concrete flume.
3. Form, pour and finish concrete curb-gutter.
4. Form, pour and finish 6" concrete paving.

#### **F. Site Utilities**

1. Mobilization/Layout.
2. Provide and place 110 LF of 18" HDPE & (2) 45-degree bends.
3. Provide and place cast in place concrete splitter box and mow strip.
4. Provide and place S.E.T. @ 18" outflow.

#### **G. Signage and Striping**

1. Mobilization/Layout
2. Sandblast exiting parking lot striping.
3. Provide and place concrete wheel stops.
4. Provide and place striping and markings per plans.

#### **H. Conduit**

1. Mobilization/Layout
2. Excavate for 815 LF of 3" conduit.
3. Provide and place 3" conduit and sweeps.
4. Back fill and compact.
5. Provide and place pull boxes and marker poles.



#### **I. Erosion Control**

1. Mobilization/Layout
2. Provide and place silt fence.
3. Provide and place tree protection, rock berm & mulch sock.
4. Provide and place construction entrance.

#### **J. Pre-Cast Concrete Fence**

1. Mobilization/Layout
2. Supply, delivery and installation of approximately 580 LF of 6' stone look concrete fence.

#### **Price Excludes:**

- Permit fees
- Light pole bases
- Transformer pads, or electrical surrounds.
- Sidewalks or landscape items not specifically noted.
- Rock excavation not shown on soils report.
- Salvage or relocation of items to remain.
- Water for construction and compaction. (Fire hydrant meter to be installed by city for contractor use.)
- Repairs to unmarked utilities
- Traffic control
- Electrical
- tax



We propose hereby to furnish material and labor necessary to complete the base bid project in accordance with the above specifications, for the sum of **940,000.00** Nine hundred forty thousand dollars and 00/100\*\*\*\*\*

- \* **All TIPS Compliance Fees are included in this bid.**
- \* **Bonding is included in the total.**

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Feel free to contact Shane Gibson with any questions, or comments regarding the scope of this proposal. All work is to be completed in a workmanlike manner according to standard practices. Any alteration, or deviation from the above specifications involving extra cost will be executed only upon written approval and will become an extra charge over and above this estimate.

Shane Gibson: \_\_\_\_\_

A handwritten signature in black ink, appearing to be "Shane Gibson", written over a horizontal line.