

(EXECUTED IN QUADRUPLET)

STATE OF TEXAS
COUNTY OF ATASCOSA

THIS AGREEMENT made the 23rd day of December in the year TWO THOUSAND AND TWENTY-FOUR, by and between Tegrity Contractors, Inc, hereinafter called the General Contractor, and ATASCOSA COUNTY, TEXAS acting herein by, and through, its Commissioners Court, hereinafter called the Owner.

WITNESSETH, that the General Contractor and the Owner for the considerations hereinafter named agree as follows:

ARTICLE 1 - SCOPE OF THE WORK

A. The General Contractor shall furnish all materials, tools, equipment, machinery, labor, superintendence, project management and whatever else is required to perform all the General Construction Work (including all Plumbing, Mechanical and Electrical Work), furnished and installed complete and as contracted for, in accordance with the Drawings and Specifications for the Atascosa County Sheriff's Office Addition and Renovations, dated November 2024, as prepared by DRG Architects, LLC and under the observation of said Architect; and shall do everything required by the ENUMERATION OF CONTRACT DOCUMENTS, the REQUEST FOR PROPOSALS, the INSTRUCTIONS TO OFFERORS, the GENERAL CONDITIONS OF THE CONTRACT, the SUPPLEMENTAL CONDITIONS, the SPECIAL CONDITIONS, the PROPOSAL, the LETTER OF ACCEPTANCE OF PROPOSAL, this AGREEMENT, the OWNER'S PROTECTIVE BONDS (Performance and Payment) the DRAWINGS and SPECIFICATIONS, and the ADDENDA.

ARTICLE 2 - TIME OF COMPLETION

A. The Work to be performed under this Agreement shall be commenced within ten (10) days after the date of execution of this FORM OF AGREEMENT, and substantially completed in the judgement of the Architect on or before the 1st day of July, 20 25.

ARTICLE 3 - THE CONTRACT PRICE

A. The Owner agrees to pay to the General Contractor for the full performance of this Contract, which includes the Base Bid, subject to additions and/or deductions provided for in the GENERAL CONDITIONS OF THE CONTRACT, in current funds the amount of:

One Million Sixty Seven Thousand Seven Hundred Seventy Seven Dollars
\$ 1,067,777.00

Cost Breakdown:

Table with 2 columns: Description and Amount. Rows include For Skills and Labor (\$640,667.00), For Materials (\$427,110.00), and Total Contract Price (\$1,067,777.00).

ARTICLE 4 - PAYMENTS

- A. During the progress of the work, the General Contractor may make application each month for payment of ninety-five percent (95%) of the value, based on the contract price of materials and labor incorporated into the work and of materials suitably stored up to the last day of the previous month less the aggregate of previous payments, to be reviewed and certified by the Architect or his Agent, and authorized by an Order of the Commissioners Court. Upon substantial completion of the entire work, application may be made for payment of up to ninety-five percent (95%) of the Contract Price, subject to additions and deductions, as authorized by Order of the Commissioners Court, all subject to all payment provisions of the Contract Documents.

ARTICLE 5 - ACCEPTANCE AND FINAL PAYMENT

- A. The Final Payment shall be due and payable within thirty (30) days after the Architect certifies to the final completion of the work, provided the work be then fully completed, and has been approved and accepted by the Owner and the Contractor's Surety, subject to all submission requirements and payment provisions of the Contract Documents.
- B. Upon receipt of written notice, addressed to the Architect, that the work is ready for final inspection and acceptance, the Architect, with a properly authorized representative of the Owner, shall, with reasonable promptness, make such requested inspection. When the work is found acceptable and all requirements of the Contract Documents have been fully performed, the Architect will promptly issue the final certificate of payment, over his signature, stating that to the best of his knowledge and belief the work required under this Contract has been completed and is acceptable under the terms and conditions thereof, and that the remaining balance has been found to be due and payable, and is recommended for proper action by the Commissioners' Court to accept the work and authorize the final payment of the Contract Price as herein agreed.
- C. As a prior condition to issuance of the Final Certificate of Payment, the General Contractor shall submit evidence, satisfactory to the Architect and Owner, together with an affidavit, to the effect that all payrolls, material bills and all other indebtedness connected with the work have been paid in full, and that the monies due to be issued in payment of the Contract Price are free from all claims.

ARTICLE 6 - THE CONTRACT DOCUMENTS

- A. The CONTRACT DOCUMENTS which include the ENUMERATION OF CONTRACT DOCUMENTS, the REQUEST FOR PROPOSALS, the INSTRUCTIONS TO OFFERORS, the GENERAL CONDITIONS OF THE CONTRACT, the SUPPLEMENTAL CONDITIONS, the SPECIAL CONDITIONS, the PROPOSAL, the LETTER OF ACCEPTANCE OF PROPOSAL, this AGREEMENT, the DRAWINGS and the SPECIFICATIONS and ADDENDA NO. 1,2,3 & 4, as issued during the Bid Period; the OWNER'S PROTECTIVE BONDS (Performance and Payment), and any subsequent CHANGE ORDERS that may be issued during construction, are all part of, and form the basis of, this AGREEMENT.

ARTICLE 7 - LOCATION OF PERFORMANCE

- A. This contract is to be performed in Atascosa County, Texas, and all work is to be done, all money paid, and all documents delivered there.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first above written.

**OWNER**

\_\_\_\_\_  
County Judge

**GENERAL PRIME CONTRACTOR**

Company Name: Tegrity Contractors Inc

BY: 

Roger Roulette, VP  
(Printed Name and Title)

\*\*\*END OF SECTION\*\*\*

