

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 Exhibit Concepts, Inc. (hereafter called "Contractor"), hereby agree as follows:

1. Contractor agrees to construct for Owner in accordance with the Contract Documents for the following: Experiential Learning Provider for Four (4) Elementary Schools: ("PROJECT"), according to the contract documents prepared or compiled by "ARCHITECT" Pfluger Architects.

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 (RFP#2324-05, issued on August 1, 2024.
- b. Proposal
- c. Conditions of the Contract (General and Supplemental)
- d. Drawings
- e. Specifications (including, but not limited to Gregory-Portland TEKS to Inform Design)
- f. Addenda and amendments to the foregoing as follows:
(1) 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. Contractor shall commence work upon receipt of a written Notice to Proceed from the Owner, and shall substantially complete work on East Cliff Elementary, Stephen F. Austin Elementary and WC Andrews Elementary on or before July 31, 2025, with the exception of exhibit work for T.M. Clark new construction to be completed within days of completion of construction of the new TM Clark Elementary School.

If any of the work on each of the four elementary schools is not timely completed in accordance with the terms of the Contract Documents, the Contractor shall be liable to the Owner for damages for each school 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 the Owner may have against the Contractor for failure to timely achieve completion of the work.

6. The total contract price is: NOT TO EXCEED Three Million Five Hundred Thousand Dollars (\$3,500,000)

- which includes alternate numbers: N/A

7. The parties hereto agree that they will take such steps and execute such instruments as may be necessary to enable the 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 _____.

ATTEST:

_____, Secretary

GREGORY-PORTLAND INDEPENDENT SCHOOL DISTRICT

Owner

By _____

Tim Flinn, President
Board of Trustees

By _____

Dr. Michelle Cavazos, Superintendent of Schools

ATTEST:

_____, Secretary

Contractor

By _____

* Name:
* Title: President

*Typed or clearly printed

Address: _____
