

STANDARD FORM OF AGREEMENT

STATE OF TEXAS §
COUNTY OF GUADALUPE §

This Agreement is made and entered into as of the _____ day of _____, 2026 by and between the:

“OWNER”

and

“CONTRACTOR”

The City of Seguin
205 North River
Seguin, TX 78155
Phone: (830) 379-3212
Fax: (830) 401-2499

Austin Filter Systems, Inc.
2812 N. Bagdad Road
Leander, TX 78641
Phone: (512)331-6673

For the following Project:

Nolan Street Outfall Emergency Repair Project

The ENGINEER for the Project is:

Pape-Dawson Engineers, LLC
2000 NW Loop 410
San Antonio, Texas 78213
Phone: (210) 375-9000

Contact: Jake Powell, P.E.

1.01 THE WORK OF THIS CONTRACT

- A. Unless otherwise provided in these Contract Documents, the CONTRACTOR shall be responsible for performing or causing to be performed all Work including labor and materials, necessary to build, construct, erect and equip in accordance with the Contract Documents and at its own proper cost and expenses to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto.

1.02 CONTRACT TIME AND COMPLETION

- A. **The date of commencement of the Work shall be stated in a Notice to Proceed issued by the OWNER.**

B. Contract Time

1. The Contract Time shall be measured from the date of commencement.
2. Time is of the essence in all phases of the Work. It is specifically understood and agreed to by and between OWNER and CONTRACTOR that time is of the essence in the substantial completion of the Work, and that failure to substantially complete the Work within the designated period, or as it may be extended, shall be construed as a breach of this Agreement.

C. Substantial Completion

1. The CONTRACTOR shall achieve Substantial Completion of the entire Work not later than **90 calendar days** from the date of commencement, subject to and adjustments of this Contract Time as provided in the Contract Documents and Changer Orders modifying and extending this Agreement.

D. Liquidated Damages

1. The CONTRACTOR acknowledges and recognizes that the OWNER is entitled to full and beneficial occupancy and use of the completed work following expiration of the Contract Time. The CONTRACTOR further acknowledges and agrees that, if the CONTRACTOR fails to substantially, or cause the Substantial Completion of any portion of the Work within the Contract time, the OWNER will sustain actual damages as a result of such failure. The exact amount of such damages will be difficult to ascertain. Therefore, the OWNER and CONTRACTOR agree that, if the CONTRACTOR shall neglect, fail, or refuse to achieve substantial completion of the Work by the Substantial Completion date, subject to proper extension granted by the OWNER, then the CONTRACTOR agrees to pay the OWNER the sum of:

Amount of Contract		Amount of Liquidated Damages per Day
Over	\$1,000,000	\$1,000.00

for each day in which such Work is not completed, not as penalty, but as liquidated damages, for the damages ("Liquidated Damages") that would be suffered by OWNER as a result of delay for each and every calendar day that the CONTRACTOR shall have failed to have completed the Work as required herein. The Liquidated Damages shall be in lieu of any and all other damages which may be incurred by OWNER as a result of the failure of CONTRACTOR

to complete within the Contract Time.

1.03 FINAL COMPLETION

- A. Timely final completion is an essential condition of this contract. CONTRACTOR agrees to achieve final completion of the Work within 30 days of the designated or extended substantial completion date. The date of Substantial Completion shall be fixed by this Agreement, unless modified by Change Order, and memorialized by a Certificate of Substantial Completion as provided in the General Conditions to this Agreement.
- B. Final Completion means actual completion of the Work, including any extras or Change Orders reasonably required or contemplated under the Contract Documents other than warranty work that may be required pursuant to the Contract Documents.

1.04 CONTRACT SUM

- A. The OWNER shall pay the CONTRACTOR the Contract Sum in current funds for the CONTRACTOR's performance of the Contract. The Contract Sum shall be one million six hundred sixty-four thousand nine hundred sixteen dollars (\$1,664,916.00) subject to additions and deductions as provided in the Contract Documents.
- B. The Contract Sum is based upon the following alternates (Deductive and/or Additive), if any, which are described in the Contract Documents and are hereby accepted by the OWNER:

[No Alternates]

- C. Unit prices, if any:
Shall be as shown in the Unit Prices Form.

1.05 PAYMENT

- A. **APPLICATIONS FOR PAYMENT:** Each Application for Payment shall be based on the most recent schedule of values submitted by the CONTRACTOR in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Amount among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the ENGINEER and OWNER may require. This schedule, unless objected to by the ENGINEER or OWNER, shall be used as a basis for reviewing the CONTRACTOR's Applications for Payment.
- B. Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- C. Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - 1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5.00%). Pending final determination of cost to the OWNER of changes in the Work, amounts not in dispute shall be included;
 - 2. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed

construction (or, if approved in advance by the OWNER, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5.00 %);

3. Subtract the aggregate of previous payments made by the OWNER; and
 4. Subtract amounts, if any, for which the ENGINEER has withheld or nullified a Certificate for Payment.
- D.** The progress payment amount determined in accordance with General Conditions 14.1 shall be further modified under the following circumstances:
1. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the ENGINEER shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
 2. Add, if final completion of the Work is thereafter materially delayed through no fault of the CONTRACTOR, any additional amounts payable.
- E:** Except with the OWNER's prior approval, the CONTRACTOR shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

1.06 FINAL PAYMENT

- A.** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the OWNER to the CONTRACTOR when
1. the CONTRACTOR has fully performed the Contract except for the CONTRACTOR's responsibility to correct Work as provided the General Conditions, and to satisfy other requirements, if any, which extend beyond final payment; and
 2. A letter of Final Acceptance has been issued by the ENGINEER and accepted by the OWNER.
- B.** The OWNER's final payment to the CONTRACTOR shall be made no later than 30 days after the Work has been completed and accepted by the OWNER, in writing, following the issuance of the ENGINEER's final Certificate for Payment:

1.07 WARRANTY

- A.** The CONTRACTOR shall provide a two (2) year warranty.

This Agreement is entered into as of the day and year written above ("The Date of Execution"):

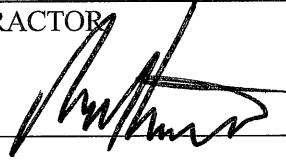
OWNER

By: _____

Title: _____

AUSTIN FILTER SYSTEMS, INC.

CONTRACTOR

By:  _____

Title: President

NOLAN ST. OUTFALL EMERGENCY REPAIR

7/8/2026

COMPONENT E2 UNIT PRICES FORM

PARTICULARS

- 1.01 The following is the list of Unit Prices referenced in the bid
- 1.02 (Bidder) AUSTIN FILTER SYSTEMS, INC
- 1.03 (Owner) CITY OF SEGUIN, TEXAS
- 1.04 Dated: JULY 28, 2026 and which is an integral part of the Bid
- 1.05 THE FOLLOWING ARE UNIT PRICES FOR SPECIFIC PORTIONS OF THE WORK AS LISTED, AND ARE APPLICABLE TO AUTHORIZED VARIATIONS FROM THE CONTRACT DOCUMENTS.

Bid Item	Description	Unit	Quantity	Unit Price	Cost
GENERAL – MOBILIZATION, TCP, & SW3P					
0500-7001	MOBILIZATION	LS	1	80,000.00	80,000.00
0100-1002	PREPARING ROW (INCLUDES TREE	LS	1	10,000.00	10,000.00
0502-7001	BARRICADES, SIGNS AND TRAFFIC	MO	3	2,500.00	7,500.00
0506-7002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	170	60.00	10,200.00
0506-7011	ROCK FILTER DAMS (REMOVE)	LF	170	35.00	5,950.00
0506-7039	TEMP SEDMT CONT FENCE (INSTALL)	LF	165	6.00	990.00
0506-7041	TEMP SEDMT CONT FENCE (REMOVE)	LF	165	5.00	825.00
0506-7043	EROSION CONTROL LOGS - 8"	LF	33	20.00	660.00
0169-7006	EROSION CONTROL MATTING (SOIL	SY	216	20.00	4,320.00
0506-7020	CONSTRUCTION EXITS (TYPE 1-3) INSTALL	SY	117	29.00	3,393.00
0506-7024	CONSTRUCTION EXITS (TYPE 1-3)	SY	117	11.00	1,287.00
0506-7060	WASHOUT PIT / INLET PROTECTION	LS	1	1,500.00	1,500.00
					126,625.00
DEMOLITION					
0110-7003	REMOVAL OF CONCRETE OUTFALL STRUCTURE	LS	1	7,000.00	7,000.00
0169-7106	REMOVAL OF EROSION CONTROL	SY	216	55.00	11,880.00
0110-9000	REMOVAL OF CMP (84")	LF	228	290.00	66,120.00
0104-7016	REMOV AND REPLACE CONC CURB	LF	75	90.00	6,750.00
0104-7017	REMOV CONC (SIDEWALK)	SY	27	225.00	6,075.00
0400-7007	SAWCUT & REPLACE TYPE B HMAC PAVEMENT	SF	148	100.00	14,800.00
					112,625.00
STORM DRAINAGE					
0402-7001	TRENCH EXCAVATION PROTECTION	LF	245	75.00	18,375.00
0462-7015	CONC BOX CULV (8 FT X 8 FT)	LF	192	1,870.00	359,040.00
0464-9030	30" PVC DRAINAGE PIPE (A-2000 OR	LF	53	280.00	14,840.00
0465-7005	JCTBOX (COMPL) (12 FT X 12 FT)	EA	3	125,000.00	375,000.00
0465-7024	INLET (COMPL)(CURB) w/ EXTs	EA	1	12,000.00	12,000.00
0466-7210	CONCRETE WINGWALL + EXT DEPTH	CY	27.0	2,100.00	56,700.00
0466-9001	CONCRETE THRUST BLOCK	CY	26.4	1,640.00	43,296.00
0459-7010	GABION BASKETS (3x3 STEPPED)	CY	286	980.00	280,280.00
0459-7002	GABION MATTRESS (18" THICK)	CY	80	450.00	36,000.00
0401-7001	FLOWABLE FILL (AT GABIONS, DOES	CY	30	475.00	14,250.00
0401-7002	FLOWABLE FILL (AT HAMPTON OUTFALL)	CY	85	475.00	40,375.00
0132-7050	COMPACTED FILL / EMBANKMENT	CY	880	77.00	67,760.00
0162-7008	SOD / FINAL RESTORATION	SY	1270	25.00	31,750.00
0403-7002	TEMPORARY COFFERDAM,	LS	1	76,000.00	76,000.00
Subtotal Storm Drainage					1,425,666.00
Total Cost					1,664,916.00

END OF SECTION

Submitted by: AUSTIN FILTER SYSTEMS, INC.

14054-00

COMPONENT E

PAPE-DAWSON