

# CITY OF SEGUIN

## IDIQ CONCRETE CONSTRUCTION SERVICES Owner–Contractor Agreement

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### Article 1. Parties and Authority

This Owner–Contractor Agreement (“Agreement”) is entered into as of the 21st day of October 2025, by and between the **City of Seguin, Texas** (“Owner”), and **The Pounds Group, LLC dba Sullivan Contracting Services**, a Texas corporation with principal offices at 2299 Rudeloff Road East, Seguin, Texas 78155 (“Contractor”).

This Agreement is made pursuant to **Texas Local Government Code Chapter 271, Subchapter F** and the **Texas Local Government Purchasing Cooperative (Choice Partners) Contract #25/033MR-53**, which authorizes the use of Job Order Contracting (IDIQ Construction).

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### Article 2. Contract Amount and Term

1. **Not-to-Exceed Amount.** The Owner agrees to utilize this Indefinite Delivery/Indefinite Quantity (IDIQ) contract for miscellaneous concrete construction services up to a maximum total of **Six Hundred Fifty Thousand and 00/100 Dollars (\$650,000.00)** for the term of this Agreement. If the City opts to renew this Agreement pursuant to Article 2, Section 2, below, then the renewal executed between the Parties shall reflect a new not-to-exceed amount for that renewed term.
  2. **Contract Term.** The Agreement shall remain in effect for one (1) year from the Effective Date unless terminated earlier under Article 10. The City may, at its sole option, renew the Agreement for up to two (2) additional one-year terms, subject to funding availability and mutual written agreement.
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### Article 3. Scope of Work

The Contractor shall furnish all supervision, labor, tools, materials, equipment, and incidentals required for the construction and repair of miscellaneous concrete improvements, which may include but are not limited to:

- Sidewalks, ramps, and ADA-compliant facilities
- Driveways and aprons
- Curbs, gutters, and valley gutters

- Medians, islands, and pavement pads
- Riprap, headwalls, safety-end treatments, and inlets

Each assignment under this IDIQ Agreement shall be authorized by a **Work Order** issued by the City. No work shall commence without a signed Work Order approved by the City Project Manager.

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#### **Article 4. Administration**

The City of Seguin designates **Adam Rossing, Public Works Director**, as the **Project Manager** for this Agreement. The Project Manager shall oversee scheduling, work order issuance, approval of invoices, and compliance with contract terms.

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#### **Article 5. Payment**

1. **Unit Pricing.** Compensation shall be based on unit prices and coefficients established in the submitted bid and applied to quantities identified in each Work Order.
  2. **Invoices.** Contractor shall submit invoices referencing the applicable Work Order. Payments shall be made in accordance with the Texas Prompt Payment Act.
  3. **Funding Limitation.** Under no circumstances shall payments exceed the not-to-exceed amount of \$650,000.00 without written amendment, or amendment of the funding limitation via renewal of the term.
  4. **Annual Price Adjustment.** Upon renewal of this Agreement, the Contractor may request an adjustment to unit pricing not to exceed **three percent (3%) annually**, subject to written approval by the City.
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#### **Article 6. Bonds and Insurance**

1. Contractor shall furnish performance and payment bonds for all Work Orders exceeding \$100,000, as required by Chapter 2253, Texas Government Code.
  2. Contractor shall maintain workers' compensation and commercial general liability insurance throughout the term of this Agreement, with coverage and limits as required by the City.
  3. Certificates of insurance shall be filed with the City prior to issuance of any Work Order.
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## Article 7. Contractor Responsibilities

1. **Supervision and Safety.** Contractor shall supervise and direct the work and ensure compliance with all safety laws and OSHA requirements.
  2. **Subcontractors.** Contractor shall not subcontract any portion of the work without the written approval of the City.
  3. **Permits.** Contractor shall obtain all required permits and licenses, except those issued directly to the City as Owner.
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## Article 8. Owner Responsibilities

1. Provide access to project sites.
  2. Issue Work Orders and timely review submittals.
  3. Make payments in accordance with this Agreement.
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## Article 9. Changes in Work

Changes in scope, unit quantities, or schedule shall be made only by written Change Order executed by the City and Contractor.

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## Article 10. Termination

1. **For Cause.** The City may terminate this Agreement if the Contractor fails to perform in accordance with the Contract Documents.
  2. **For Convenience.** The City may terminate this Agreement, in whole or in part, upon written notice. Contractor shall be paid for work performed and materials installed prior to termination.
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## Article 11. General Conditions

1. **Prevailing Wage Rates.** Contractor shall pay workers not less than the prevailing wage rates for Guadalupe County as established by the City.
2. **Nondiscrimination.** Contractor shall not discriminate in employment or subcontracting on the basis of race, color, religion, sex, national origin, age, disability, or economic status.
3. **Public Information Act.** All information related to this Agreement is subject to release under the Texas Public Information Act.

4. **Venue.** This Agreement shall be governed by Texas law with venue in Guadalupe County, Texas.
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## **Article 12. Entire Agreement**

This Agreement, together with all referenced Work Orders, exhibits, and the Choice Partners contract, constitutes the entire agreement between the parties and supersedes all prior negotiations.

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## **SIGNATURES**

### **CITY OF SEGUIN, TEXAS**

By: \_\_\_\_\_  
[Name], City Manager

Date: \_\_\_\_\_

Approved:  
Adam Rossing, Public Works Director

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### **THE POUNDS GROUP, LLC dba SULLIVAN CONTRACTING SERVICES**

By: Austin Worthy Austin Worthy - V.P. of Operations, STX District  
[Name], [Title]

Date: 10/13/2025