
List of Changes:

- 04-30-2004: Added List of Changes and changed name of City Engineer for Public Works.*
- 09-01-2009: Amended "City Engineer" line, changed name of City Engineer for General Services and Houston Airport System. Added "City Employee" line*
- 11-02-2009: Amended "City Employee" and "Fax Number" line.*
- 09-07-2010: Amended City Employee line on Page 1.*
- 11-01-2010: Amended City Engineer designations on Page 1. Removed "City Employee designated to represent City Engineer" line on Page 1.*
- 02-26-2013: Edited Section 7.1.7 to include new DBE documents.*
- 08-01-2013: Edit Section 7.1.3 to add "Division 01 –".*

[Short Project Name]

WBS No. [WBS No.]

AGREEMENT

Document 00520

AGREEMENT

Project: _____ [Legal Project Name] _____

Project Location: _____ [Project Location] (Key Map No. [Key Map No.]) _____

Project No: _____ WBS No. [WBS No.] _____

The City: THE CITY OF HOUSTON, 900 Bagby Street, Houston, Texas 77002 (the "City")

and

Contractor: _____ [Low Bidder Name] _____

(Address for Written Notice) _____ [Low Bidder's Street Address] _____

_____ [Low Bidder's City, State, and Zip Code] _____

Fax Number: _____

City Engineer, with respect to Sections 4.3 thru 4.5 of the General Conditions, is:

J. Timothy Lincoln, P.E. (or his successor)

P. O. Box 1562, Houston, Texas 77251-1562 (Address for Written Notice)

City Engineer, with respect to all other terms of the General Conditions, is:

(or City employee representing City Engineer)

Fax Number: (832) 395-2410 _____

THE CITY AND CONTRACTOR AGREE AS FOLLOWS:

**ARTICLE 1
THE WORK OF THE CONTRACT**

1.1 Contractor shall perform the Work in accordance with the Contract.

**ARTICLE 2
CONTRACT TIME**

2.1 Contractor shall achieve Date of Substantial Completion within [Contract Duration] days after Date of Commencement of the Work, subject to adjustments of Contract Time as provided in the Contract.

2.2 The Parties recognize that time is of the essence for this Agreement and that the City will suffer financial loss if the Work is not completed within the Contract Time. Parties also recognize delays, expense, and difficulties involved in proving in a legal or arbitration proceeding actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Parties agree that as

liquidated damages for delay (but not as a penalty), Contractor shall pay the City the amount stipulated in Document 00800 – Supplementary Conditions, for each day beyond Contract Time.

**ARTICLE 3
CONTRACT PRICE**

3.1 Subject to terms of the Contract, the City will pay Contractor in current funds for Contractor's performance of the Contract, Contract Price of \$«LoBidAmt1»which includes Alternates, if any, accepted below.

3.2 The City accepts Alternates as follows:

*Delete or add lines below to indicate all Alternates that were included in Request for competitive sealed proposals. Remove brackets and instructions when done.
Change color of remaining text to black.*

- Alternate No. 1 [Accepted or Not Accepted] _____
- Alternate No. 2 [Accepted or Not Accepted] _____
- Alternate No. 3 [Accepted or Not Accepted] _____
- Alternate No. 4 [Accepted or Not Accepted] _____

**ARTICLE 4
PAYMENTS**

4.1 The City will make progress payments to Contractor as provided below and in Conditions of the Contract.

4.2 The Period covered by each progress payment is one calendar month ending on the [] 10th, [] 20th, or [] last day of the month.

4.3 The City will issue Certificates for Payment and will make progress payments on the basis of such Certificates as provided in Conditions of the Contract.

4.4 Final payment, constituting entire unpaid balance of Contract Price, will be made by the City to Contractor as provided in Conditions of the Contract.

**ARTICLE 5
CONTRACTOR REPRESENTATIONS**

5.1 Contractor represents:

5.1.1 Contractor has examined and carefully studied Contract documents and other related data identified in Request For Competitive Sealed Proposals.

5.1.2 Contractor has visited the site and become familiar with and is satisfied as to general, local, and site conditions that may affect cost, progress, and performance of the Work.

5.1.3 Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

5.1.4 Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in Contract documents and (2) reports and drawings of a hazardous environmental condition, if any, at the site which has been identified in Contract documents.

5.1.5 Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract to be employed by Contractor, and safety precautions and programs incident thereto

5.1.6 Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for performance of the Work at Contract Price, within Contract Time, and in accordance with the Contract.

5.1.7 Contractor is aware of general nature of work to be performed by the City and others at the site that relates to the Work as indicated in Contract documents.

5.1.8 Contractor has correlated information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract.

5.1.9 Contractor has given City Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract, and written resolution thereof by City Engineer is acceptable to Contractor.

5.1.10 Contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**ARTICLE 6
MISCELLANEOUS PROVISIONS**

6.1 The Contract may be terminated by either Party as provided in Conditions of the Contract.

6.2 The Work may be suspended by the City as provided in Conditions of the Contract.

**ARTICLE 7
ENUMERATION OF CONTRACT DOCUMENTS**

7.1 The following documents are incorporated into this Agreement:

7.1.1 Document 00700 - General Conditions.

7.1.2 Document 00800 - Supplementary Conditions.

7.1.3 Division 01 - General Requirements.

7.1.4 Divisions 02 through 16 of Specifications.

7.1.5 Drawings listed in Document 00015 - List of Drawings. Drawing No. [Drawing No.] and bound separately.

7.1.6 Addenda [and Riders] which apply to the Contract, are as follows:

Addendum No. 1, dated _____ [Addendum 1 Date] _____
Addendum No. 2, dated _____ [Addendum 2 Date] _____
Addendum No. 3, dated _____ [Addendum 3 Date] _____
Rider No. [], dated _____ [Rider Date] _____

7.1.7 Other documents:

<u>Document No.</u>	<u>Title</u>
[X] 00410B	Proposal Form – Part B
[X] 00470	Standard Pre-Bid Participation Plan Document
[] 00471	Pre-Bid Good Faith Efforts Report
[] 00472	Goal Deviation Request
[X] 00500	Form of Business
[X] 00501	Resolution of Contractor (if a corporation)
[] 00570	Amended S/MWBE Participation Plan
[] 00571	Contractor's Good Faith Efforts Report
[] 00572	Plan Deviation Request
[] 00608	Contractor's Certification Regarding Non-Segregated Facilities for Project Funded by AIP Grant
[X] 00610	Performance Bond
[X] 00611	Statutory Payment Bond
[X] 00612	One-year Maintenance Bond
[] 00613	One-year Surface Correction Bond
[X] 00620	Affidavit of Insurance (with the Certificate of Insurance attached)
[] 00623	Contractor's Act of Assurance (SRF Form ED-103)
[X] 00624	Affidavit of Compliance with Affirmative Action Program
[] 00628	Affidavit of Compliance with Disadvantaged Business Enterprise (DBE) Program for Project Funded By AIP Grant
[X] 00630	Agreement to Comply with Pay or Play (POP) Program
[X] 00631	Pay or Play (POP) Program List of Subcontractors
[] 00800	Supplementary Conditions for Project CIP or AIP Funded
[] 00801	Supplementary Conditions for Project AIP Funded
[] 00802	SRF Supplementary Conditions
[X] 00805	Affirmative Action Compliance Program (DELETE If AIP Funded)
[] 00806	EPA DBE and Wage Rate Requirements (SRF only)
[] 00807	Bidder/Contractor Requirements for DBE Program
[X] 00808	Minority and Women-owned Business Enterprise (MWBE) & Persons with Disabilities Business Enterprise (PDBE) Program
[] 00810	Federal Wage Rate - Highway
[] 00811	Federal Wage Rate - Building
[] 00812	Federal Wage Rate - Heavy
[X] 00820	Wage Rate for Engineering Construction
[] 00821	Wage Rate for Building Construction
[] 00830	Trench Safety Geotechnical Information
[X] 00840	Pay or Play Program
[] 00912	Rider

**ARTICLE 8
SIGNATURES**

8.1 This Agreement is executed in two original copies and is effective as of the date of countersignature by City Controller.

CONTRACTOR: «LoBid1Name»

(If Joint Venture)

By: _____
Name: _____
Title: _____
Date: _____
Tax Identification Number: _____

By: _____
Name: _____
Title: _____
Date: _____
Tax Identification Number: _____

CITY OF HOUSTON, TEXAS

APPROVED:

SIGNED:

By: _____
Director,
«Department»

By: _____
Mayor

COUNTERSIGNED:

By: _____
City Controller

Date Countersigned:

ATTEST/SEAL:

By: _____
City Secretary

8.2 This Contract and Ordinance have been reviewed as to form by the undersigned legal assistant and have been found to meet established Legal Department criteria. Legal Department has not reviewed the content of these documents.

Legal Assistant

Date

END OF DOCUMENT