

**STANDARD FORM OF AGREEMENT BETWEEN
OWNER AND CONTRACTOR**

THIS AGREEMENT is effective as of the _____ day of _____ in the year 2018 by and between City of League City (hereinafter called "**OWNER**") and _____ (hereinafter called "**CONTRACTOR**").

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The Work is generally described as the **Clear Creek Village Lift Station Replacement Project**, and all necessary work of every kind or nature, including all extra work in connection therewith necessary to complete said improvements, under the terms as stated in the Contract Documents.

ARTICLE 2. CONTRACT DOCUMENTS

The Contract Documents, which are herein incorporated by reference, include this Agreement, any Addenda, General Conditions, Supplementary Conditions, all specifications and plans, the Bid Proposal submitted by CONTRACTOR and any written modifications, CONTRACTOR'S Performance and Payment Bonds, and all Bid Documents (including Technical Specifications and Diagrams) for the **Clear Creek Lift Station Replacement Project** that are located in the Project Manual for **Bid No. 18-005A**.

ARTICLE 3. ENGINEER.

The Project has been designed by: HDR, Inc., who is hereinafter called "**ENGINEER**" and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. CONTRACT TIMES.

The Contract Time begins to run on the date indicated in the Notice to Proceed. Contractor shall mobilize and begin Work in earnest no later than ten (10) calendar days after the date indicated on the Notice to Proceed. The Work will be substantially complete within **90 calendar days** after the date the Contract Time commences. The Work will be finally completed in accordance with Contract Documents within **120 calendar days** after the date when the Contract Time commences.

The OWNER is providing an incentive to complete this project ahead of the scheduled contract deadline. Contractor shall be entitled to earn an early completion bonus of **\$1,000.00** for each calendar day that Substantial Completion has occurred before the date established for Substantial Completion hereunder up to a maximum potential bonus of **\$30,000.00**.

To qualify for this incentive, the following conditions shall be met by the Contractor:

1. New Clear Creek Lift Station shall be fully tested and operational, including new electrical service, emergency generator and odor control unit.

2. All lift station electrical and instrumentation work shall be complete, including site lighting pole.
3. Connections to existing gravity sewer and existing force main shall be complete.
4. Existing Clear Creek Lift Station demolition work shall be complete.
5. Cut, plug, grout fill and abandonment in place of existing gravity sanitary sewers, manholes, and force mains shall be complete.
6. Water meter, water service line, backflow preventer and non-freeze hose bib shall be complete.
7. Manufacturer's certifications, laboratory tests and materials testing have been received by the Engineer and have successfully passed.
8. At a minimum, the Contractor shall maintain a temporary perimeter fence at the lift station site until the new concrete pavement, driveway and perimeter fence are completed.
9. A Certificate of Substantial Completion demonstrating adherence to these conditions has been issued by the ENGINEER.

The official date of the Substantial Completion shall correspond to the actual day/date upon which the ENGINEER/OWNER inspected the areas of work and evidence provided that items 1 through 8 have been fulfilled, whichever occurs last.

The final determination for award of the bonus shall be solely determined by the ENGINEER.

OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in the above paragraph, plus any extensions thereof allowed in accordance with Article 5 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER **\$800.00** for each day that expires after the time specified in the above paragraph for completion and readiness for final payment. OWNER shall have the option of deducting the amount of any liquidated damages from any monies that may be owed to CONTRACTOR or to recover such from the CONTRACTOR or its sureties, at CONTRACTOR'S expense.

ARTICLE 5. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds as follows: _____
 (\$ _____)

ARTICLE 6. PAYMENT PROCEDURES.

CONTRACTOR shall submit, and ENGINEER shall process, Applications for Payment in accordance with the General, Supplementary, and Special Conditions.

- 6.1 **Progress Payments.** OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER. The CONTRACTOR must submit its pay estimate as prescribed in the Supplementary and Special Conditions of these Contract Documents. An amount not exceeding ten percent of the total of each progress payment shall be retained by OWNER as allowed by law.

- 6.2 **Final Payment.** Completion and acceptance of the Work by ENGINEER and OWNER is a condition precedent to final payment. Contingent upon completion and acceptance of the Work by ENGINEER and OWNER, the OWNER shall make final payment including payment of retainage as allowed by law.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

To induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has examined, carefully studied and understands the Contract Documents (including Addenda) and the other related data identified in the Bidding Documents.
- 7.2 CONTRACTOR visited the site and became familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.
- 7.4 CONTRACTOR has carefully studied all reports, explorations and tests of subsurface conditions and physical conditions at or contiguous to the site. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of such and information and data.
- 7.5 CONTRACTOR is aware of the general nature of work performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8. SIGNATORY AUTHORITY.

The undersigned persons executing this Contract and all other documents executed simultaneously herewith, do certify and attest that they are executing the same in their capacity as herein stated as the act and deed of the corporation and that they have authority to do so under the terms of the Charter, By-laws and resolutions of said corporation and that, unless more specifically set out in the Charter or By-laws of said corporation, the following is an excerpt of the official minutes of said corporation as found and contained in the official minute book of said corporation:

RESOLVED that _____, an officer of this corporation holding the office of _____, is authorized to execute, for and on behalf of this corporation, a Contract with the OWNER, a copy of which is attached hereto and marked Exhibit "A", upon the same being duly attested to by the Secretary of this corporation as the act and deed of this corporation.

This Agreement will be effective on _____, 2018.

OWNER:

City of League City

By: _____
John Baumgartner, City Manager

CONTRACTOR:

By: _____
Authorized Agent

Attest:

By: _____
Diana Stapp, City Secretary

Approved as to Form:

By: _____
Nghiem V. Doan, City Attorney

Address for giving notices:

300 West Walker Street
League City, Texas 77573

Address for giving notices:
