

STANDARD FORM OF AGREEMENT

STATE OF TEXAS §

§

COUNTY OF _____ §

This Agreement is made and entered into as of the ____ day of _____, 201__ by and between the:

“OWNER”

The City of Seguin, Texas
205 N. River Street
Seguin, Texas 78155

[insert phone and fax numbers]

and

“CONTRACTOR”

[name of Contractor]
[address]
[phone and fax numbers]

for the following Project:

Construction of the new Animal Services Facility for the City of Seguin, Texas

The Architect for the Project is

Quorum Architects, Inc.
707 West Vickery Blvd, Suite 101
Fort Worth, TX 76104

1.0 THE WORK OF THIS CONTRACT

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.

2.0 CONTRACT TIME AND COMPLETION

§ 2.1 The date of commencement of the Work shall be stated in a Notice to Proceed issued by the OWNER

§ 2.2 Contract Time

§2.2.1 The Contract Time shall be measured from the date of commencement.

§2.2.2 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.

§ 2.3 Substantial Completion

The CONTRACTOR shall achieve Substantial Completion of the entire Work not later than [insert days to complete] 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.

§ 2.4 Liquidated Damages

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

Five Hundred dollars per day (\$500.00 per day)

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.

§ 2.5 FINAL COMPLETION

§ 2.5.1 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.

§ 2.5.2 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.

ARTICLE 3 CONTRACT SUM

§ 3.1 The OWNER shall pay the CONTRACTOR the Contract Sum in current funds for the CONTRACTOR’s performance of the Contract. The Contract Sum shall [insert written total] ([insert numerical total]) subject to additions and deductions as provided in the Contract Documents.

§ 3.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the OWNER:

[alternate __, if any]

[alternate __, if any]

§ 3.3 Unit prices, if any:

[insert any unit price items and descriptions]

Item	Units and Limitations	Price Per Unit (\$0.00)
[unit price item]	[unit]	[price]

ARTICLE 4 PAYMENT

§ 4.1 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 ARCHITECT and OWNER may require. This schedule, unless objected to by the ARCHITECT or OWNER, shall be used as a basis for reviewing the CONTRACTOR's Applications for Payment.

§ 4.1.1 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.

§ 4.1.2 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 ARCHITECT has withheld or nullified a Certificate for Payment.

§ 4.1.3 The progress payment amount determined in accordance with Section 5.1.6 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 ARCHITECT 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.

§ 4.1.4 Reduction or limitation of retainage, if any, shall be as follows:

§ 4.1.5 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.

§ 4.2 FINAL PAYMENT

§ 4.2.1 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 ARCHITECT and accepted by the OWNER.

§ 4.2.2 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 ARCHITECT's final Certificate for Payment:

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

OWNER

CONTRACTOR

By: _____
Title: _____

By: _____
Title: _____