

Document 00520

**AGREEMENT**

**Project:** *Playground Fall Surface Replacements*  
**Project Location:** *Various*  
**Project No:** *WBS No. F-000708-0009-4*

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

**Contractor:** \_\_\_\_\_  
(Address for Written Notice) \_\_\_\_\_  
Houston, Texas 77\_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**City Engineer is:** Humberto Bautista, P.E.  
(Address for Written Notice) P. O. Box 61189, Houston, Texas 77208-1189  
City Employee designated to represent the City Engineer is: Lisa Johnson  
**Fax Number:** 832-395-9542

**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 **120 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 \$ \_\_\_\_\_, which includes Alternates, if any, accepted below.

3.2 The City accepts Alternates as follows:

Alternate No. 1: Hill (E.P.) Park, 4800 Gloryland 77033, Playground 1 (4,500 SF) and remove Stand-alone Swing Set

Alternate No. 2: Spotts Park, 401 S. Heights Blvd. 77007, Playground 1 (1,500 SF), Playground 2 (1,000 SF) and Playground 3 (1,800 SF)

**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 [X] 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 Bid Documents.

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 General Requirements.

7.1.4 Divisions 02 through 49 of Specifications attached hereto or incorporated by reference in Document 00010 - Table of Contents.

7.1.5 Drawings listed in Document 00015 - List of Drawings, and bound separately.

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

Addendum No. 1, dated

7.1.7 Other documents:

<u>Document No.</u>	<u>Title</u>
[ X ] 00410B	Bid Form – Part B
[ ] 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 Corporation (if a corporation)
[ 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)
[ 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	Certification of Agreement to Comply with Pay or Play Program (POP-2)
[ X ] 00631	Pay or Play Program List of Participating Subcontractors (POP-3)
[ ] 00804	ARRA REQUIREMENTS
[ X ] 00805	Equal Employment Opportunity Program Requirements
[ ] 00808	Minority and Women-Owned Business Enterprise (MWBE), Persons with Disabilities Business Enterprise (PDBE) Program and Small Business Enterprise (SBE) Program

- 00809 CDBG Requirements for Federally Funded Projects
- 00811 Federal Wage Rate Decision
- 00813 CDBG Section 3 – Contractors Orientation Guide
- 00820 Wage Scale and Payroll Requirements for Engineering Construction
- 00821 Wage Scale and Payroll Requirements for Building Construction
- 00830 Trench Safety Geotechnical Information
- 00840 Pay or Play Program Requirements (POP-1)
  
- 00912 Rider (Contractor Initials: \_\_\_\_\_)

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**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:**

(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, General Services Department

By: \_\_\_\_\_  
Mayor

**COUNTERSIGNED:**

By: \_\_\_\_\_  
City Controller

**ATTEST/SEAL:**

Date Countersigned:

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**