

Document 00510

AGREEMENT BETWEEN THE CITY OF HOUSTON  
AND CONTRACTOR

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

and

**The Contractor:** \_\_\_\_\_

(Address for Written Notice) \_\_\_\_\_

**GFS No:** \_\_\_\_\_ [x-xxxx-xx-x] (File No. [xxxx-x])

**The Project Title:** \_\_\_\_\_ [Legal Project Name]

**The Project Location:** \_\_\_\_\_ [Project Location] (Key Map No. [xxx-x])

**The City Engineer is:** \_\_\_\_\_ Herbert Lum, P.E.

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

**The Architect/Engineer is:** \_\_\_\_\_ [A/E Firm Name]

(Street Address) \_\_\_\_\_ [A/E Street]

\_\_\_\_\_ [A/E City, State, Zip]

**THE OWNER AND THE CONTRACTOR AGREE AS SET FORTH BELOW:**

**ARTICLE 1  
WORK OF THIS CONTRACT**

1.1 The Contractor shall execute the Work in accordance with the provisions of the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as otherwise provided herein.

**ARTICLE 2  
DATE OF COMMENCEMENT OF WORK AND DATE OF SUBSTANTIAL COMPLETION**

2.1 The Date of Commencement of the Work, as defined in General Conditions, is the date from which the Contract Time is measured, which date is the date established by Notice to Proceed from the City Engineer to the Contractor.

2.2 The Contractor shall achieve substantial completion of the Work not later than [Contract Duration] days after the Date of Commencement of the Work, subject to adjustments of the Contract Time as provided in Contract Documents.

2.3 Should Contractor fail to achieve substantial completion of the Work within that Contract Time, the Contractor agrees to pay liquidated damages as stipulated in Supplementary Conditions.

**ARTICLE 3  
THE CONTRACT PRICE**

3.1 Subject to all the terms and conditions of the Contract Documents, the City shall pay the Contractor in current funds for the Contractor's performance of the Contract, the Contract Price of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

3.2 The Contract Price, for those unit price items of Work which are listed in Document 00405 - Schedule of Unit Price Work, when attached, is subject to adjustment at completion of the Work due to variation in quantities of units of work actually incorporated in the completed Work and other adjustments as provided in Contract Documents.

3.3 The Contract Price is based upon including the Alternate Bids, if any, described in the Contract Documents and hereby accepted by the City:

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**ARTICLE 4  
PAYMENTS**

4.1 The Owner shall make progress payments to the Contractor on account of the Contract Price as provided below and elsewhere in the Contract Documents.

4.2 The period covered by each progress payment shall be one calendar month ending on the \_ day of the month.

4.3 The City Engineer will issue a Certificate for Payment and the City will make a progress payment on the basis of such Certificate as provided in the General Conditions.

4.4 Final payment, constituting the entire unpaid balance of the Contract Price, shall be made by the City to the Contractor as provided in the General Conditions or as follows:

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**ARTICLE 5  
MISCELLANEOUS PROVISIONS**

5.1 Where reference is made in this Agreement to a provision of the General Conditions or other Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

5.2 The Contract may be terminated by the City or by the Contractor as provided in the General Conditions.

5.3 The Work may be suspended by the City as provided in the General Conditions.

ARTICLE 6  
ENUMERATION OF CONTRACT DOCUMENTS

6.1 The basis for this Agreement is this executed Document 00510 - Agreement Between the City of Houston and Contractor. Other Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated under this Article and, unless otherwise noted, are contained in the Project Manual dated [Date on Project Manual].

6.2 The General Conditions are Document 00700, current edition, **INCLUDING THE INDEMNITY PROVISIONS STATED IN PARAGRAPH 3.24.**

6.3 The Supplementary Conditions of the Contract are those stated in Document 00800.

6.4 The Specifications.

6.5 The Drawings are identified by Drawing No. \_\_\_\_\_ and bound separately.

6.6 The Addenda, issued separately, which apply to Contract Documents, are as follows:

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

6.7 Attachments to this Agreement are as follows:

<u>Document No.</u>	<u>Title</u>
<input checked="" type="checkbox"/> 00405	Schedule of Unit Price Work
<input type="checkbox"/> 00406	Schedule of Cash Allowances
<input type="checkbox"/> 00407	Schedule of Alternates
<input checked="" type="checkbox"/> 00511	Resolution of Corporation (if a corporation)
<input checked="" type="checkbox"/> 00610	Performance Bond
<input checked="" type="checkbox"/> 00611	Payment Bond
<input checked="" type="checkbox"/> 00612	One-year Maintenance Bond
<input type="checkbox"/> 00613	One-year Surface Correction Bond
<input checked="" type="checkbox"/> 00615	Affidavit of Insurance (with the Certificate of Insurance attached)
<input type="checkbox"/> 00628	Contractor's Act of Assurance (SRF Form ED-103)
<input checked="" type="checkbox"/> 00631	Affidavit of Compliance with Affirmative Action Program
<input checked="" type="checkbox"/> 00645	Form of Business

CITY OF HOUSTON  
STANDARD SPECIFICATION

AGREEMENT BETWEEN THE  
CITY OF HOUSTON AND CONTRACTOR

This Agreement is effective as of the date of countersignature by the City Controller and is executed in four original copies, one of which is to be retained by the City Controller and two are to be delivered to the Contractor.

**CONTRACTOR:**

(If Joint Venture)

By: \_\_\_\_\_  
Name:  
Title:  
Date:  
Tax Identification No: \_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:  
Date:  
Tax Identification No: \_\_\_\_\_

**CITY OF HOUSTON, TEXAS**

**APPROVED:**

**SIGNED:**

By: \_\_\_\_\_  
[Director, Department of Public Works and Engineering]

By: \_\_\_\_\_  
[Mayor]

**ATTEST/SEAL:**

**COUNTERSIGNED:**

By: \_\_\_\_\_  
[City Secretary]

By: \_\_\_\_\_  
[City Controller]

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

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

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Legal Assistant]

END OF DOCUMENT