

STANDARD FORM OF AGREEMENT  
TxCDBG CONTRACT NO. 7219012  
BETWEEN OWNER AND CONTRACTOR  
ON THE BASIS OF A STIPULATED PRICE

---

THIS AGREEMENT is dated as of the day of in the year by and between City of Kingsville (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 follows:

"2019 Downtown Improvements — Kleberg Avenue"

Article 2. ENGINEER:

The Project has been designed by:

City of Kingsville  
Engineering Department  
400 W King Ave  
Kingsville, Texas 78363

Who is hereinafter called ENGINEER and who is to act as OWNERS 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 3. CONTRACT TIME:

3.1 The Work will be completed and ready for final payment in accordance with the General Conditions within 180 calendar days from the date when the Contract Time commences to run.

3.2 Liquidated Damages. 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 time specified in paragraph 3. I above, plus any extensions thereof allowed in accordance with the General Conditions.

They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding 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 two hundred & 00 100 dollars (\$200.00) for each calendar day that expires after the time specified in Article 3.1 of this Agreement for Substantial Completion until the Work is substantially complete.

After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER two hundred dollars (\$200.00) for each calendar day that expires after the time specified in Article 3. I of this Agreement for completion and readiness for final payment.

#### 4. CONTRACT PRICE:

4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows: Per Contractors Proposal \_\_\_\_\_ dated in the Total Base Bid plus Additive Alternative Bid No. 1, Deductive Alternative Bid No. 2, Deductive Alternative Bid No. 3 and Deductive Alternative Bid No. 4 in the amount of \_\_\_\_\_, as attached and a part of this contract document.

#### Article 5. PAYMENT PROCEDURES:

CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

#### Article 6. INTEREST:

All moneys not paid when due as provided in the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

#### Article 7. CONTRACTORS REPRESENTATIONS:

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 7.2. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance of furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 7.3. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the General and Special Conditions.

7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR

8. CONTRACT DOCUMENTS:

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consists of the following:

CONTRACT DOCUMENTS

TECHNICAL SPECIFICATIONS  
FOR

---

2019 DOWNTOWN IMPROVEMENTS - KLEBERG AVENUE

FOR

CITY OF KINGSVILLE, TEXAS

BID 20-08

TxCDBG CONTRACT NO. 7219012

Financed through provisions of a  
Texas Community Development Block Grant Program  
From the Texas Department of Agriculture

---

Mayor

Sam Fugate

Mayor Pro-Tem

Edna Lopez

Council Members

Hector Hinojosa

Dianne Leubert

Arturo Pecos

City Manager

Mark McLaughlin

City Secretary

Mary Valenzuela

NOVEMBER 2019

Prepared by:



400 W King Ave.  
Kingsville, Texas 78363  
(361) 595-8007

Together with all of the items or sections listed in the Table of Contents thereof.

8.2 A Notice of Award consisting of one page.

8.3 A Notice to Proceed with Construction consisting of one page which shall be executed at a later date.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

9. MISCELLANEOUS:

9.1. Terms used in this Agreement which are defined in the General Conditions will have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 10. OTHER PROVISIONS:

None.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in five counterparts. Two counterparts each have been delivered to OWNER and CONTRACTOR and one counterpart to ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on \_\_\_\_\_, 20\_\_\_\_.

OWNER:  
City of Kingsville, Texas

By: \_\_\_\_\_  
Sam Fugate, Mayor

Attest: \_\_\_\_\_

Address for giving notices:

City of Kingsville, Texas

400 W. King Avenue

Kingsville, Texas 78363

CONTRACTOR: