

AGREEMENT SECTION

Section 00500

THIS SECTION MUST BE EDITED BY THE CAPITAL CONTRACTING OFFICE TO MEET SPECIFIC PROJECT NEEDS PRIOR TO CONTRACT EXECUTION.

Delete this and all other instruction boxes prior to final printing for Solicitation.

Do not remove the "Sample" watermark when preparing for Solicitation.

**STATE OF TEXAS
COUNTY OF TRAVIS**

THIS AGREEMENT is made and entered into this ____ day of ____, 20____, by and between the City of Austin, Texas, a municipal corporation, organized and existing under laws of State of Texas, acting through its City Manager or other duly authorized designee, hereinafter referred to as the "OWNER," and _____, of the City of _____, County of _____, and State of _____, hereinafter referred to as the "CONTRACTOR."

In consideration of the promises, performances, payments and agreements set forth herein CONTRACTOR hereby agrees to commence and complete the following Project:

_____ and all Work in accordance with the Project Manual, Drawings and Addenda, which are incorporated herein by reference and made a part hereof and which have been prepared by _____ and approved by OWNER, and OWNER agrees to pay the CONTRACTOR the total amount of:

\$	
(Figures)	(Words)

Check Sections 00300 and 00020 to ensure consistency with completion schedule. Be sure to use the same day measurement, i.e. "calendar" or "working", for both substantial completion and final completion.

The CONTRACTOR hereby agrees to commence work on the date specified in the written "Notice to Proceed" to be issued by the OWNER and to <substantially> <finally> complete construction of the improvements, as required by the Project Manual, Drawings and Addenda for the Work within _____ (____) <Working> <Calendar> Days. <If a Substantial Completion date has been specified, the CONTRACTOR further agrees to reach Final Completion within <____> (<____>) <Working> <Calendar> Days after Substantial Completion as required by the Project Manual, Drawings and Addenda for the work.> Waiver of any breach of this Contract shall not constitute waiver of any subsequent breach.

In consideration of the award and execution of this Contract, and in consideration of the waiver of its right to attorney's fees by the OWNER, the CONTRACTOR knowingly and intentionally waives its right to attorney's fees under Section 271.153 of the Texas Local Government Code in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to this Contract.

Bidding Requirements, Contract Forms and Conditions of the Contract

OWNER agrees to pay CONTRACTOR from available funds for performance of the Contract in accordance with the Bid and the provisions of the Contract Documents, subject to additions and deductions, as provided therein.

The OWNER's payment obligations are payable only and solely from funds available for the purposes of this Agreement.

Although drafted by OWNER, this Agreement, in event of any disputes over its meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for nor against either party.

OWNER

By: _____
(Signature)

Date

Title of Signatory

APPROVED AS TO FORM:

By: _____

Date

§ CONTRACTOR

§

§ By: _____
(Signature)

§

§

§ _____
Date

§

§ _____
Printed Name of Signatory

§

§

§ _____
Title of Signatory, Authorized Rep

§

§

§ ATTEST (as applicable)

§

§

§ _____
***Corporate Secretary of Corporate
Bidder or Corporate General Partner**

*Copy of Corporate Resolution and minutes with certificate of officer of CONTRACTOR as to authority of signatory to bind CONTRACTOR is to be signed, dated no earlier than one week before the date of award of Contract, and attached to this document.

END