STANDARD FORM OF AGREEMENT

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BETWEEN OWNER AND CONTRACTOR

STATE OF TEXAS §

COUNTY OF MATAGORDA §

THIS AGREEMENT is dated as of the _____day of _____, in the year 2025, by and between the **COUNTY OF MATAGORDA**, (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:

"Sargent Community Center"

Article 2 - ENGINEER:

The Project has been designed by **LYNN ENGINEERING** who is hereinafter called **ENGINEER** and who is to act as **OWNER's** 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 **CONTRACTOR** shall commence the work within ten (10) calendar days after the date written notice shall be given to him, and shall progress therewith so that the work shall be substantially completed in accordance with the terms of the Contract Documents.

3.2 **Liquidated Damages.** The successful bidder agrees that time is of the essence of this Contract, and that for each day of delay beyond the number of days specified for the substantial completion of his work, after due allowances for such extension of time as may be provided, the **OWNER** may withhold permanently from the **CONTRACTOR's** total compensation, the sum of $500.00 per day as stipulated liquidated damages for such delay.

Article 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 the bid prices submitted in the Bid Proposal dated _____, and awarded on _____, for a total contract price of: _____ **Dollars and _____ Cents.**

$_____

Article 5 - PAYMENT PROCEDURES:

CONTRACTOR shall submit Applications for Payment in accordance with Item 6 of the General Conditions. Applications for Payment will be processed by **ENGINEER** as provided in the General Conditions.

5.1 **Progress Payments. OWNER** shall make progress payments on account of the Contract Price on the basis of **CONTRACTOR's** Applications for Payment as recommended by **ENGINEER**, on or about **the last day** of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values prepared by the Contractor and accepted by the Engineer. In the event there is no schedule of values, payment shall be made based on the actual units of work done, as otherwise provided in the General Requirements.

5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the amount indicated below, but in each case, less the aggregate of payments previously made and less such amounts as **ENGINEER** shall determine, or **OWNER** may withhold, in accordance with Article 14 of the General Conditions and Section 012900 of the Technical Specifications.

5.1.2 The value of the work completed, less the retainage amount stipulated in Paragraph 13 of the Supplementary Conditions.

5.1.3 The Value of the materials and equipment not incorporated in the Work (but delivered, suitably stored, and accompanied by documentation satisfactory to **OWNER** as provided in Paragraph 14.02 of the General Conditions) less the retainage amount stipulated in Paragraph 13 of the Supplementary Conditions.

5.2 Upon Substantial Completion, in an amount of ninety-five percent (95%) of the contract price, less such amounts as the **ENGINEER** shall determine, or **OWNER** may withhold, in accordance with Article 14 of the General Conditions and Section 012900 of the Technical Specifications.

5.3 **Final Payment.** Upon final completion and acceptance of the Work in accordance with Article 14 of the General Conditions, **OWNER** shall pay the remainder of the Contract Price as recommended by **ENGINEER** as provided in said Article 14 of the General Conditions and Section 012900 of the Technical Specifications.

Article 6 - INTEREST:

Except for retainage, all moneys not paid when due as provided for in Article 14 of the General Conditions, assuming prompt submittals by the **CONTRACTOR**, shall bear interest at the passbook savings rate as determined at the location of the Project.

Article 7 - CONTRACTOR'S REPRESENTATIVES:

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 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 under-ground 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.

7.3 **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.

7.4 **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**.

Article 8 - CONTRACT DOCUMENTS:

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

8.1	Notice to Bidders	1
8.2	Instructions to Bidders	3
8.3	Statement of Bidder's Qualifications	2
8.4	Bid Proposal	5
8.5	Bid Bond	2
8.6	Standard Form of Agreement	4
8.7	Performance Bond	2
8.8	Payment Bond	2
8.9	Certificate of Insurance	1
8.10	Certificate of Interested Parties – Form 1295	2
8.11	General Contract Conditions	15
8.12	Supplementary Conditions	7

8.13 Technical Specifications

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 Articles 3 & 10 of the General Conditions.

Article 9 - MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2 No assignment by a party hereto of any rights under 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 **OWNER 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.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in three (3) counterparts. Two counterparts each have been delivered to OWNER and CONTRACTOR, and one has been delivered to the ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

This Agreement will be effective _____ , 2025.

OWNER: MATAGORDA COUNTY	**CONTRACTOR:**
Signature	Signature
Printed Name	Printed Name
Attest Signature	Attest Signature
Printed Name	Printed Name
	License Number
	Agent for Service of Process
Address For Giving Notices: 1700 7th Street, Room 301	Address for Giving Notices:
Bay City, TX 77414	
(CORPORATE SEAL)	(CORPORATE SEAL)

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)