

**Bidding Requirements, Contract Forms and Conditions of the Contract
AGREEMENT
Section 00500-IDIQ**

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 agree to commence and complete the following Project:

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(Figures)

(Words)

The Contract will be for an initial Insert Initial Term - month term, with Insert Number of Options possible Insert Length of Terms -month extension(s) option(s). Extension of the Contract will be at the mutual agreement of both the OWNER and the CONTRACTOR. If the CONTRACTOR chooses not to renew, a hold over extension of the Contract term for up to 120 calendar days may be implemented by the OWNER to allow time for re-bidding. The OWNER reserves the right not to offer an extension. Work Assignments may be issued at any time during the term of the Contract. Work Assignments not completed by the expiration date of the Contract are subject to the terms and conditions of the Contract which will continue in full force and effect.

Subject to the further approval of the Austin City Council, the initial Contract Amount will not exceed Insert Initial Contract Amount for the initial Contract Term and Insert Amount for each Option for each extension option for a total potential Contract Amount not to exceed Insert total of initial term and options, which may be increased subject to the availability of funding and further approval of the Austin City Council.

The CONTRACTOR will base its bid amount on the CONTRACTOR's unit prices and the estimated quantities of Work set forth in the Bid Form, which will only be used for the purpose of the comparison and evaluation of Bids. The OWNER will subsequently issue Work Assignments based on the OWNER's needs and not in accordance with the estimated quantities contained in the Bid documents up to the aggregated Contract Amount of <\$ _____>, subject to further appropriations.

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

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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.

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: _____
City of Austin (Signature)

Date

Title of Signatory

§ CONTRACTOR

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§ By: _____
(Signature)

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Date

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Printed Name of Signatory

Title of Signatory, Authorized Representative

ATTEST (as applicable)

**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