

ATTACHMENT K BRAZORIA COUNTY BUILDING CONTRACT

THIS AGREEMENT, made and entered into this day _____, 20____ by and between _____ hereinafter called the Contractor and the County of Brazoria hereinafter called the County, for construction of a new building located in _____.

In consideration of the mutual premises and agreements herein, the undersigned Contractor and County agree as follows:

I. The Contractor shall:

- (1) Furnish all labor, supervision and services necessary to do the work specified in accordance with the Contractor's proposal/bid attached and meant to be a part of this contract, for the total sum of \$_____.
- (2) Start the work to be performed on or before _____, 20____ diligently continue work until completed which shall be on or before the expiration of ninety (90) working days after commencement of the work.
- (3) That the work done or any part thereof shall not be deemed as finished until accepted by the County's representative and any other authorized inspectors of the County where the property is located.
- (4) Carry Workers' Compensation (Attachment P) and Employer's Liability Insurance in accordance with the laws of the State of Texas for all persons engaged in work at the site; and carry Public Liability, Property Damage Insurance and Comprehensive Automobile Liability Insurance in accordance with Attachment D and the laws of the State of Texas. Additionally, the Contractor shall carry in full force during the term of this agreement and any extensions thereof, builder's risk insurance not less than the value of this contract.
- (5) Furnish, before beginning the work, certificates of insurance showing that he has complied with the provisions of paragraph (4) above.
- (6) Agree that Brazoria County shall not be liable for payments under this contract until work is complete.
- (7) Keep the premises clean and orderly during the course of the work.
- (8) Guarantee the work performed and materials used for at least a period of one (1) year from the date of the final acceptance of all work required by the contract.
- (9) Provide a competent supervisor to be on the job site at all times during the progress of this work.
- (10) Agree that all work shall be done in a good workmanlike fashion in accordance with good trade practices in the community.

- (11) Agree that he or she will supply as part of the construction price all materials, tools, machinery, and other items necessary for the completion of the contract.
- (12) Agrees to not use any paints containing lead or materials containing asbestos.
- (13) Provide the Owner with all general warranties on all appliances and heating and air conditioning systems, as may be applicable.
- (14) Obtain all building permits and licenses necessary to undertake such construction at Contractor's expense which may be required by the City and/or County.

II. Method of Compensation

Periodic progress payments are to be made directly from the County to the Contractor based on the approved payment schedule. A ten-percent (10%) retainage will be withheld from each draw until final completion and inspection of the home.

Final payment shall be paid to the Contractor after the work is completed and after the Contractor has furnished the County with a "Certificate of Construction Completion" and "Lien Waivers" signed by all subcontractors and major suppliers.

Contractor agrees to not hold the County liable for any payment until such funds are received by the County from the U. S. Department of Housing and Urban Development. The County will promptly pay the Contractor upon receipt of these funds (usually within two (2) weeks of submission of the invoice).

III. General Conditions

- (1) The County is obligated to allow the Contractor to begin work within ten (10) days from the date of this contract.
- (2) The United States Government, the County and any of their designees and representatives, shall be allowed to examine and inspect the construction work.
- (3) This contract embodies all of the representatives, rights, duties, and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or inure to the benefit of any of the parties.
- (4) The parties further state that to the best of their knowledge, no member of the governing body of the County of Brazoria has any personal interest, direct or indirect, in this contract.
- (5) The parties hereto further agree that no additional improvements shall be made during the improvements herein contracted for, unless agreed to in writing by the County and the Contractor.
- (6) If performance by the Contractor is prevented or delayed as a direct result of riot, insurrection, fire, or act of God, or operation of law, an extension of one working day in the time limited for completion of the work to be done hereunder will be allowed the Contractor for each working day lost from such cause, provided the Contractor within three (3) days after the beginning of such delay gives written notice to the County of such delay and the reason for it.

- (7) Without prejudice to other rights and remedies to the County by law or this contract, the County shall have the following specific rights:
- (a) Will enforce a penalty of fifty dollars (\$50.00) per day against the Contractor for each day after expiration date of this contract, if such delay is caused by any reason other than those specified in paragraph (6) above.
 - (b) If for any reason, other than specified in paragraph (6) above, the Contractor at any time fails for a period of seven (7) consecutive calendar days to supply enough skilled workers or satisfactory materials, or otherwise neglects to prosecute the work properly, the County at his/her/their election, may give written notice to the Contractor terminating this contract.
- (8) The parties hereby agree that funds for payment of services under this contract are being made available to the County as reconstruction and relocation assistance under the County's Community Development Block Grant Program and shall be held in escrow by the County until satisfactory completion of the work provided for in this contract.

THIS CONTRACT, FLOOR PLANS AND MINIMUM CONSTRUCTION SPECIFICATIONS ARE APPROVED AND ACCEPTED AS OF THE DATE ABOVE WRITTEN AND MADE A PART HEREOF:

BY CONTRACTOR:

BY COUNTY:

Company

John Willy, County Judge

Authorized Official

County Clerk