

CONTRACT AGREEMENT

THE STATE OF TEXAS)
)
COUNTIES OF DALLAS/TARRANT)

THIS CONTRACT dated the 1st of April, 2021 and effective when signed by all parties, is entered into by the DALLAS-FORT WORTH INTERNATIONAL AIRPORT BOARD, a public body, established under the laws of the State of Texas and hereunto duly authorized by contract between the CITY OF DALLAS, a municipal corporation of Dallas County, Texas, and the CITY OF FORT WORTH, a municipal corporation of Tarrant County, Texas, herein called "Board", and **NAME OF CONTRACTOR a STATE OF INCORPORATION OR REGISTRATION KIND OF BUSINESS**, with offices at **ADDRESS OF CONTRACTOR** herein called "Contractor".

WITNESSETH

1. CONTRACT AMOUNT

That for and in consideration of the payments and agreement hereinafter mentioned to be made and performed by the Board, the Contractor hereby agrees with the Board to commence and complete the construction of certain improvements herein referred to as the "Work" as further defined herein as follows: **"Energy Plaza Condenser Water System Rehab"** Project, for the amount of **CONTRACT AMOUNT SPELLED IN WORDS (\$CONTRACT AMOUNT NUMERICAL)**. The actual amount due the Contractor for the Work shall be determined in accordance with the Contract Documents.

2. COMMENCEMENT OF WORK

The Contractor hereby agrees and binds himself to commence the construction of the Work within ten (10) calendar days of the date set forth in the written Notice to Proceed, diligently proceed with the Work, and complete the Work within the specified five hundred seventy seven (577) consecutive calendar days of the date set forth in the Notice To Proceed for Substantial Completion with an additional ninety (90) consecutive calendar days for Final Completion, for a total of six hundred sixty seven (667) consecutive calendar days.

3. SURETY BOND

The Contractor agrees, that within ten (10) days after Notice of Award, and before beginning the Work, to make, execute, and deliver to the BOARD, a good and sufficient Surety Bond for the faithful performance of the terms and stipulations of the Contract, and agrees to make, execute, and deliver to the BOARD a good and sufficient Surety Bond as a guarantee that he will pay in full all bills and accounts for materials and labor used in the construction of the Work as provided by law in accordance with the BOARD's requirements set forth in "Contract". The Surety Company shall be a Surety company duly and legally authorized to do business in the State of Texas and acceptable to the BOARD.

4. VENUE

It is mutually agreed and understood that this agreement is made and entered into by the parties hereto in accordance with the existing laws of the State of Texas with reference to and governing all matters affecting this Contract, and the Contractor agrees to fully comply with all the provisions of the same. Venue of any action brought under this Contract shall lie in Dallas or Tarrant County exclusively.

5. ENTIRE AGREEMENT/ORDER OF PRECEDENCE/CONFLICT

This Contract, the documents issued hereunder, and the accompanying Special Provisions, General Provisions, Technical Specifications, Plans, Addenda, Bid Documents, any required Performance Bond and Payment Bond and any required Insurance Certificates as identified on Attachment A hereto and other instruments specifically referred to herein constitute the entire agreement between the parties, and no prior or

contemporaneous written or oral agreement exists now which can be deemed to alter the provisions hereof. If there is a conflict between any of the documents constituting the Contract, the Airport Improvement Program Required Provisions will take precedence.

6. EXECUTION OF AGREEMENT

EXECUTED on behalf of the DALLAS-FORT WORTH INTERNATIONAL AIRPORT BOARD as duly authorized by Resolution No. 2021-04-xxx of said BOARD, approved on the 1st of April, 2021 specifying the payment of the consideration herein provided from the account of the Joint Airport Fund designated in said Resolution, and on behalf of **CONTRACTOR FIRM NAME** by the duly authorized officer whose name is subscribed below.

Contractor: **CONTRACTOR FIRM NAME**

Typed Name

Title

Approved As To Form:

LEGAL COUNSEL TO THE DALLAS/FORT
WORTH INTERNATIONAL AIRPORT BOARD

Dallas/Fort Worth International Airport Board:

AUTHORIZED REPRESENTATIVE
PROCUREMENT AND MATERIALS MANAGEMENT