SE-680

CONSTRUCTION SERVICES INDEFINITE DELIVERY CONTRACT

AGENCY:

PROJECT NAME:

PROJECT NUMBER:

AGENCY PROCUREMENT OFFICER:

THIS AGREEMENT is made this the       day of       in the year Two Thousand       by and between

NAME:

ADDRESS:

hereinafter called the “Agency”, and

NAME:

ADDRESS:

hereinafter called the “Contractor.”

WHEREAS, the Agency solicited bids for construction services, for the work description below, for projects to be determined, on an as-needed basis:

WORK DESCRIPTION:

WHEREAS, Contractor submitted a successful bid to provide the services described above on an as-needed basis.

NOWTHEREFORE, in consideration of the mutual covenants and obligations set forth herein, the Agency and Contractor (hereinafter jointly referred to as the “parties”) agree as follows:

A. Contract Term:

1. The effective date of this agreement shall commence as of the date at the top of this page and the term shall extend until      , 20      (not to exceed two (2) years). The parties may not renew this agreement for an additional term nor may they extend the duration of this agreement by amendment or waiver.
2. Contractor proposals accepted by the Agency within the time limits of the contract may be completed by the Contractor even though the completion date may extend beyond the term of the contract.

B. Contract Documents:

1. Documents forming a part of the contract are:
   1. This Agreement for Indefinite Delivery of Construction Services;
   2. Invitation for Construction Services Indefinite Delivery Contract dated      ;
   3. General Conditions to Construction Services Indefinite Delivery Contract (SE-685);
   4. Contractors completed IDC Bid Form SE-6     ;
   5. Agency requests for proposals for construction services made pursuant to this contract;
   6. Proposals issued by the contractor in response to the Agency’s request for proposals;
   7. Delivery Orders (SE-690) and Modifications (SE-695) issued by the Agency pursuant to this contract;
   8. Project Manual issued with the Invitation for Construction Services Indefinite Delivery Contract, if any;
   9. Addenda to the Invitation for Construction Services Indefinite Delivery Contract issued prior to the date of bid opening;
2. The following other documents:

1. The contract is the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, whether written or oral.

C. The Work:

1. The Agency will request proposals for construction services on an as-needed basis. The scope of services will be within the general description of work set forth above and within the expenditure limits set forth in the Invitation for Construction Services Indefinite Delivery Contract. The Agency will award work by issuing the contractor a Delivery Order using the Construction Services IDC Delivery Order (SE-690). The method for requesting proposals and awarding Delivery Orders shall be in accordance with the procedures set forth in Part 4 of the General Conditions.
2. The Contractor shall not incur any expense chargeable to the Agency on or about the work of any Delivery Order assigned to this contract until the Delivery Order has been awarded and fully executed by both the Agency and the Contractor.

D. Payment:

Contractor shall make application for payment for work performed under Delivery Orders and the Agency shall make payment in the form and manner set forth in Part 4.3 of the General Conditions.

E. Suspension or Termination:

The parties may terminate the contract only in the manner provided in Part 9 of the General Conditions.

F. Dispute Resolution:

The parties shall resolve all disputes in the manner provided in Part 5 of the General Conditions.

G. Representatives:

1. Agency’s Representative:

Agency designates the individual listed below as its Representative, which individual has the authority and responsibility set forth in Part 2.2 of the General Conditions:

NAME:

TITLE:

ADDRESS:

TELEPHONE:       EMAIL:

1. Contractor’s representative:

Contractor designates the individual listed below as its Contractor’s Representative, which individual has the authority and responsibility set forth in Part 3.2 of the General Conditions:

NAME:

TITLE:

ADDRESS:

TELEPHONE:       EMAIL:

1. Neither the Agency nor the Contractor shall change their representatives without ten days written notice to the other party.

H. Insurance and Performance & Payment Bonds:

The Contractor shall purchase and maintain insurance and provide Performance and Payment Bonds as set forth in Parts 3.18 and 3.19 of the General Conditions.

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| --- | --- |
| AGENCY: | CONTRACTOR: |
| BY:  *(Signature of Representative)* | BY:  *(Signature of Representative)* |
| PRINT NAME: | PRINT NAME: |
| PRINT TITLE: | PRINT TITLE: |
| DATE: | DATE: |