SE-680

TASK ORDER CONTRACT

AGENCY:

TOC CONTRACT NAME:

TOC CONTRACT NUMBER:

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 for qualifications to provide construction services, for the work description below, for projects to be determined, on an as-needed basis:

WORK DESCRIPTION:

WHEREAS, Contractor submitted acceptable qualifications 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 Terms and Extensions:

1. The effective date of this agreement shall commence as of the date at the top of this page for a three (3) year term and shall extend until      , 20      . Task Order Contracts must be for a term of three (3) years with two (2) automatic 1-year extensions. The Agency may choose not to extend after the 3rd or 4th year by giving 30 days written notice to the Contractor.
2. Contractor proposals for Task Orders 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.
3. The maximum total potential dollar amount to be awarded under this Task Order Contract during its term is $4,000,000. There is no minimum amount.

B. Contract Documents:

1. Documents forming a part of the contract are:
   1. This Agreement to provide Task Orders of Construction Services on an as-needed basis (SE-680);
   2. General Conditions to Task Order Contract (SE-685);
   3. Invitation for Task Order Contract (SE-655) dated      ;
   4. Addenda to the Invitation for Task Order Contract issued prior to the submittal deadline;
   5. Contractor’s Statement of Qualifications & Questionnaire issued by the contractor in response to the Agency’s Invitation;
   6. Task Orders (SE-690) and Task Order Modifications (SE-695) issued by the Agency pursuant to this contract;
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 quotes 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 Task Order Contract. The Agency will award work by issuing the Contractor a Task Order using the Construction Services Task Order (SE-690). The method for requesting quotes and awarding Task Orders shall be in accordance with the procedures set forth in Part 5 of the General Conditions.
2. The Contractor shall not incur any expense chargeable to the Agency on or about the work of any Task Order assigned to this contract until the Task 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 Task Orders and the Agency shall make payment in the form and manner set forth in Part 5.3 of the General Conditions.

E. Suspension or Termination:

Other than the right to not renew the automatic contract extensions, the parties may terminate the contract only in the manner provided in Part 10 of the General Conditions.

F. Dispute Resolution:

The parties shall resolve all disputes in the manner provided in Part 6 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 Part 4 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: |