



## **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

The **Owner**: Williamson County  
710 Main Street, Ste. 101  
Georgetown, Texas 78626

and **Contractor** Bartlett Cocke General Contractors LLC  
2550 South IH-35, Suite 100  
Austin, Texas 787004

for the **Project**: Williamson County Tax Office Renovation  
904 South Main Street  
Georgetown, Texas 78626

**Project Architect**: KAH Architecture and Interior Design  
1517 East Palm Valley Blvd  
Round Rock, Texas 78664

**AGREEMENT**, this Agreement between Owner and Contractor (hereinafter called "Agreement") is entered into effective as of the date indicated herein below and all attachments (the "Effective Date"), by and between Williamson County, a political subdivision of the State of Texas (hereinafter called the "Owner") and Bartlett Cocke General Contractors LLC (hereinafter called "Contractor").

**WHEREAS**, the Owner desires to retain a Contractor for the construction and renovation of the Williamson County Tax Office located at 904, 905 and 909 South Main Street, Georgetown, Texas (hereinafter called the "Project"),

**WHEREAS**, the Owner desires a Contractor who will render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project, and

**NOW, THEREFORE**, in consideration of the mutual undertakings herein contained, the parties hereto agree as follows:

## **ARTICLE 1     SCOPE OF WORK**

The Contractor has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with the Specifications and Drawings for the Project and the Owner's requirements. The Specifications and Drawings were prepared for Williamson County by the Project Architect. The Contractor shall do everything required by the Contract Documents.

## **ARTICLE 2             CONTRACT DOCUMENTS**

**2.1**     The Contract Documents consist of the following, which are incorporated by reference for all purposes:

- a. This Agreement and all exhibits and attachments listed, contained or referenced in this Agreement;
- b. The Uniform General Conditions for Williamson County ("General Conditions");
- c. The Special Conditions (if any);
- d. All Addenda as well as "Question and Answer" documents issued during the Invitation for Bids process prior to the Effective Date of this Agreement (Modifications made in the Addenda and "Question and Answer" documents shall prevail over the Agreement, Contract Documents and Uniform General Conditions);
- e. The "Bid Documents" as defined by the "Invitation for Bidders" in the original bid documents;
- f. All Change Orders issued after the Effective Date of this Agreement;
- g. The Drawings, Specifications, details and other documents developed by Project Architect to describe the Project and accepted by Owner, which are attached hereto as **EXHIBIT 1**; and
- h. The Drawings and Specifications developed or prepared by Owners other consultants, if any, and accepted by the Owner.

**2.2**     The Contract Documents form the entire and integrated Contract and Agreement between Owner and Contractor and supersede all prior negotiations, representations or agreements, written or oral. Contractor acknowledges receipt of all Contract Documents as of the date of its execution hereof.

**2.3**     The term "Contractor" shall be interchangeable with the terms "Proposer," "Bidder" and "General Contractor" or other similar terms as appropriate in the Contract Documents.

### **ARTICLE 3            TIME OF COMPLETION**

The Owner shall provide a Notice to Proceed in which a date for commencement of the work shall be stated; such commencement date shall be 10 or more days after the date of the notice. The Contractor shall achieve substantial completion of the work within two hundred and seventy (270) calendar days after such commencement date; as such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, Contractor shall achieve Final Completion within thirty (30) calendar days of Substantial Completion. The time set forth for completion of the work is an essential element of this Agreement.

### **ARTICLE 5            THE CONTRACT SUM**

**5.1    Contract Sum. The Contract Sum for the Project is:**        One Million, Four Hundred and Thirty-Four Thousand Dollars (\$1,434,000.00)

**5.2    Contract Payments.** Method and terms of payment of the Contract Sum shall be in accordance with the Contract Documents.

**5.3    Liquidated Damages.** For each consecutive calendar day after the date of Substantial Completion that the Work is not substantially completed, the Owner may deduct the amount of:

Two Hundred Fifty Dollars per calendar day (\$250/ calendar day)

from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Project would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

**5.4    Owner's Construction Contingency Allowance.** The Owner's Construction Contingency allowance is a lump sum amount from which changes are to be paid in accordance with the Uniform General Conditions for Williamson County. The Owner's Construction Contingency allowance for this Project shall be Fifty Thousand and No/100 Dollars (\$50,000.00). The Owner's Construction Contingency allowance shall be controlled solely by the Owner. Expenditures from the Construction Contingency Allowance do not alter the total Contract Sum. Any unused amount shall be retained by the Owner and Contractor shall have no claim to such remaining amount of the Owner's Construction Contingency allowance.

**9.1 TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

## ARTICLE 7                      NOTICES

If to Contractor: John R. Dunn  
Bartlett Cocke General Contractors LLC  
2550 South IH-35  
Austin, TX 78704

The parties may make reasonable changes in the person or place designated for receipt of notices upon advance written notice to the other party.

## **ARTICLE 8            PARTY REPRESENTATIVES**

The Owner's Designated Representative (sometimes referred to as the "ODR") authorized to act in the Owner's behalf with respect to the Project is:

Dale Butler  
Williamson County Facilities  
[dbutler@wilco.org](mailto:dbutler@wilco.org)  
3101 SE Inner Loop  
Georgetown, Texas 78626  
Phone (512) 943-1609

The Contractor's designated representative authorized to act on the Contractor's behalf and bind the Contractor with respect to the Project is:

Steven A. McCleskey  
Vice President Operations  
Central & North Texas Branch  
Bartlett Cocke General Contractors LLC  
2550 South IH-35  
Austin, TX 78704  
Phone (512) 326-4223  
Fax (512)326-3990

The parties may make reasonable changes in their designated representatives upon advance written notice to the other party.

## **ARTICLE 9            ENTIRE AGREEMENT**

This Agreement supersedes all prior agreements, written or oral, between Contractor and Owner and shall constitute the entire agreement and understanding between the parties with respect to the Project. This Agreement and the terms of the Contact Documents shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Contractor and Owner.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of November 5, 2012 (the "Effective Date").

WILLIAMSON COUNTY  
Williamson County, Texas,

By: \_\_\_\_\_

Printed Name: Dan A. Gattis

Title: County Judge

BARTLETT COCKE GENERAL  
CONTRACTORS LLC  
a Texas Limited Liability Company

By: \_\_\_\_\_

Printed Name: Randall J. Pawelek

Title: President & CEO Board of Managers

## **EXHIBIT 1 –SPECIFICATIONS AND DRAWINGS**