



## **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

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

and **Contractor** STR Constructors, LTD  
15500 Highway 29 West  
Liberty Hill, Texas

for the **Project:** Williamson County Jail Emergency Sewer Line Repairs  
508 S. Rock Street  
Georgetown, Texas 78628

**Engineer/Architect:** Talex, Inc.  
6300 La Calma  
Suite 100  
Austin TX 78752

**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 STR Constructors, LTD, acting by and through its General Partner, R K Company, LLC, (hereinafter called "Contractor").

**WHEREAS**, the Owner desires to retain a Contractor for making emergency repairs to sewer lines within the Williamson County, being a project separate and unrelated to the Williamson County Jail Kitchen and Plumbing Remodel Project (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 following scope of work (the "Work"):

Existing sewer lines are corroded and continuously leaking into the office space at the Williamson County Jail and Sheriff's Office due to the cast iron pipe cracking from rust and corrosion after years of clogging and stagnant water. Contractor shall replace the sewer lines installed above the ceiling of occupied office space. The installation of the new insulated PVC pipe shall include improving the slope and drainage of the existing condition to allow for enough drainage to prevent future clogs.

## **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 Supplementary or Special Conditions, if any;
- d. All Addenda issued prior to the Effective Date of this Agreement;
- e. All Change Orders issued after the Effective Date of this Agreement; and
- f. Minimum Insurance Coverages and Minimum Coverage Amounts, which is attached here to as **Exhibit 1**.

**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," "Respondent" and "General Contractor" or other similar terms as appropriate in the Contract Documents.

### **ARTICLE 3            CONTRACT TIME**

The Contractor shall achieve Final Completion of the Work within thirty (30) calendar days from the Effective Date of this Agreement, as such completion date may be extended by approved Change Orders. The time set forth for completion of the Work is an essential element of the Contract.

### **ARTICLE 4            CONTRACTOR REPRESENTATIONS**

**4.1**            In order to induce Owner to enter into this Agreement, Contractor has made representations throughout this Agreement and hereby further makes the following representations:

- A.      Contractor has examined and carefully studied the Contract Documents and the other related data.
- B.      Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work. Furthermore, Contractor acknowledges this Project includes very unique circumstances and factors due to the fact the Work being performed is on a jail facility that contains the Williamson County Jail inmate population, that must remain operable, and that security measures must be taken and followed during all Work on the Project.
- C.      Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
- D.      Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- E.      Based on the information and observations referred to in Paragraph 4.1.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the

Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 5 THE CONTRACT PRICE; OWNER'S CONSTRUCTION CONTINGENCY; AND MARKUP ON CHANGES IN THE WORK**

**5.1 Contract Price.** Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amount of \$76,775.42.

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

## **ARTICLE 6 TIME**

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

**6.2** Unless otherwise approved in writing, the Owner and the Contractor shall perform their respective obligations under the Contract Documents as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.

## **ARTICLE 7 NOTICES**

Notices of claims, disputes or other legal notices shall be in writing and shall be deemed to have been given when delivered in person to the representative of the Contractor or Owner for whom it is intended, as set out below or sent by U. S. Mail to the representative of the Contractor or Owner for whom it is intended, as set out below. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner.

If to Owner:

Williamson County Judge

710 Main Street, Ste. 101  
Georgetown, Texas 78626

with copy to: Hal C. Hawes  
General Counsel to the  
Williamson County Commissioners Court  
710 Main Street, Suite 102  
Georgetown, Texas 78626

If to Contractor: STR Constructors, LTD  
Attn: T R Kennedy, President  
15500 Hwy 29 West  
Liberty Hill, TX 78642

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  
Assistant Director, Projects  
Williamson County Facilities  
3101 SE Inner Loop  
Georgetown, TX 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:

TR Kennedy, President  
STR Constructors, Ltd.  
15500 Hwy 29 West  
Liberty Hill, TX 78642  
Phone: (512) 515-0254, Ext. 223

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 the date of the last party's execution below (the "Effective Date").

Williamson County, Texas:

STR Constructors, LTD, acting by and through its General Partner, R K Company, LLC:

By: 

By: 

Printed Name: DON A GATTO

Printed Name: T R KENNEDY

Title: County Judge

Title: PRESIDENT

Date: 12-17-2018, 20

Date: DEC 3, 2018

**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 Contract 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 the date of the last party's execution below (the "Effective Date").

Williamson County, Texas:

STR Constructors, LTD, acting by and through its General Partner, R K Company, LLC:

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

By: TR Kennedy

Printed Name: \_\_\_\_\_

Printed Name: TR Kennedy

Title: \_\_\_\_\_

Title: PRESIDENT

Date: \_\_\_\_\_, 20\_\_\_\_

Date: DEC, 3, 2018

## EXHIBIT 1

### Minimum Insurance Coverages

#### Minimum Coverage Amounts

- A. All policies of insurance provided by the Contractor must comply with the requirements of this Exhibit, the Contract Documents and the laws of the State of Texas.
- B. The Contractor shall provide and maintain, until the Work covered in the Agreement Between Owner and Contractor is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Owner.

Type of Coverage		Limits of Liability
1.	Worker's Compensation	Statutory
2.	Employer's Liability	
	Bodily Injury by Accident	\$500,000 Ea. Accident
	Bodily Injury by Disease	\$500,000 Ea. Employee
	Bodily Injury by Disease	\$500,000 Policy Limit
3.	Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	
	COVERAGE	PER OCCURRENCE
	Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000
	Aggregate policy limits:	\$2,000,000
4.	Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):	
	COVERAGE	PER PERSON PER OCCURRENCE
	Bodily injury (including death)	\$1,000,000 \$1,000,000



Property damage	\$1,000,000	\$1,000,000
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Aggregate policy limits	No aggregate limit
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5. Builder's Risk Insurance (all risks)

An all risk policy, in the amount equal at all times to 100% of the Contract Price or Contract Sum. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

b. This insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this section shall include a waiver of subrogation in accordance with the requirements of Section 11.3.4 of the General Conditions.

C. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the

Special Conditions in the Contract Documents. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.
7. Umbrella coverage in the amount of not less than \$5,000,000.

C. Workers' Compensation Insurance Coverage:

a. Definitions:

(1) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.

(2) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- b. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
- c. The Contractor must provide a certificate of coverage prior to execution of the Agreement Between Owner and Contractor, and in no event later than ten (10) days from Notice of Award.

- d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
- e. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:
  - (1) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
  - (2) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- f. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
- g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
- h. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- i. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:
  - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
  - (2) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
  - (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
  - (4) obtain from each other person with whom it contracts, and provide to the Contractor:



- a. a certificate of coverage, prior to the other person beginning work on the Project; and
    - b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
  - (5) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;
  - (6) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and
  - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.
  - j. By signing the Agreement Between Owner and Contractor or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
  - k. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Agreement Between Owner and Contractor void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.
- D. If insurance policies are not written for the amounts specified in this Exhibit, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.
- E. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Agreement Between Owner and Contractor, and in no event later than ten (10) days from Notice of Award.
- F. Owner shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements as they apply to the limits set out in this Exhibit.

G. Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Exhibit. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **\$75,000** in the Contractor's insurance must be declared and approved in writing by Owner in advance.

## STR CONSTRUCTORS, LTD

## ESTIMATE FOR PARTIAL PAYMENT

Page 1 of 2

PROJECT TITLE: WILLIAMSON COUNTY JAIL EMERGENCY SEWER LINE REPAIRS

PROJECT NO.

CONTRACTOR: STR CONSTRUCTORS, LTD.  
(Firm Name)

15500 HWY 29 West, Liberty Hill, Texas 78642  
(Mailing Address)

Original Contract Price	\$76,775.42
Change Order Add. Costs	\$0.00
Total	\$76,775.42
Change Order Credits	\$0.00
Total Contract to Date	\$76,775.42

Date December 3, 2018

P.O. No. \_\_\_\_\_ Est. No. 01

Contract No. STR No. 1702

Estimate Period: 9/14/2018 to 10/30/2018 Account Code: \_\_\_\_\_

### SCHEDULE OF VALUES

A	B	C	D	E	F	G	H	I	J
ITEM NO.	ITEM DESCRIPTION	CONTRACT PRICE	PERCENT		AMOUNT PREVIOUS ESTIMATE	AMOUNT THIS ESTIMATE	MAT'S PRESENTLY STORED	TOTAL AMOUNT TO DATE	BALANCE TO FINISH
			THIS EST.	TO DATE					
0	Owners' Contingency (For Owner Tracking ONLY - contingency is OUTSIDE Project Contract Amount)								
	TOTAL								

Prepared by: Whit Pilcher/Project Manager  
CONTRACTOR'S REPRESENTATIVE/TITLE

The undersigned Contractor certifies to the best of its knowledge, the work covered by this Estimate for Partial Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certifications for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Signature W. J. [Signature] 12/3/18  
DATE

Approved: TALEX, INC - Engineers  
CONSULTING FIRM

By Tom Alexander, PE or Oscar Villarreal, PE DATE \_\_\_\_\_

Approved: OWNERS' REP - Dale Bulter (Wilco Facilities) DATE           

Approved: Williamson County Judge - Honorable Dan Gattis 12-13-2018  
DATE

Total amount of contract performed to date..... \$76,775.42

Less Retainage.....	\$0.00
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Amount due to date ..... \$76,775.42

Amount paid on previous estimates ..... \$0.00

Amount due on this estimate ..... \$76,775.42





STR CONSTRUCTORS, LTD

A	B	C	D	E	F	G	H	I	J
ITEM NO.	ITEM DESCRIPTION	CONTRACT PRICE	PERCENT		AMOUNT PREVIOUS ESTIMATES	AMOUNT THIS ESTIMATE	MAT'S PRESENTLY STORED	TOTAL AMOUNT TO DATE	BALANCE TO FINISH
			THIS EST.	TO DATE					
1	EMERGENCY PLUMBING	\$76,775.42	100%	0%	\$0.00	\$76,775.42		\$76,775.42	\$0.00
2									
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26									
27									
	GRAND TOTAL	\$76,775.42	100%	\$0.00	\$0.00	\$76,775.42	\$0.00	\$76,775.42	\$0.00