

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR**

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

and **Contractor** Fazzone Construction Company, Inc.  
2008 Windy Terrace  
Cedar Park, TX 78613

for the **Project:** Williamson County Sheriff's Office Gun Range Fencing

**Architect:** MWM Design Group  
305 East Huntland Drive, Suite 200  
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 Fazzone Construction Company, Inc. (hereinafter called "Contractor").

**WHEREAS**, the Owner desires to retain a Contractor for the Williamson County Sheriff's Office Gun Range Fencing (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 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 Supplementary or Special Conditions, if any;
- d. All Addenda issued prior to the Effective Date of this Agreement;
- e. The Bid/Proposal Documents as defined by the Invitation for Bidders/Request for Proposals;
- f. All Change Orders issued after the Effective Date of this Agreement;
- g. Minimum Insurance Coverages and Minimum Coverage Amounts, which is attached here to as **Exhibit 1**; and
- h. The Drawings, Specifications, details and other documents developed by Architect to describe the Project and accepted by Owner, which are attached hereto **Exhibit 2**.

**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," and the term "Contract Price" shall be interchangeable with the term "Contract Sum" or other similar terms as appropriate in the Contract Documents.

## **ARTICLE 3            CONTRACT TIME**

The Owner shall provide a Notice to Proceed in which a date for commencement of the work shall be started. The Contractor shall achieve Substantial Completion of the Work within Seventy-Five (75) 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 Fifteen (15) calendar days of Substantial Completion. 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 makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bid/Proposal Documents.
- 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.
- 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 Sum, 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 Architect written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Architect 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 SUM; OWNER'S CONSTRUCTION CONTINGENCY**

**5.1 Contract Sum.** Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amount of **\$387,018.72**

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

**5.3 Owner's Construction Contingency.** The following lump sum amount shall serve as the Owner's Construction Contingency from which changes in the Work are to be paid in accordance with the General Conditions:

\$15,000.00

The Owner's Construction Contingency is controlled solely by the Owner and such amount is not included in the Contract Sum set out in 5.1 above. Expenditures from the Owner's Construction Contingency must be made by Change Order issued by the Architect and approved by the Owner in accordance with the General Conditions. Contractor shall not be entitled to any compensation from the any unused amounts of the Owner's Construction Contingency.

**5.4 Allowable Overhead and Profit Markup on Changes in the Work.** In case of an increase in the Contract Sum due to a change in the Work and in accordance with § 7.3.7 of the General Conditions, the amounts Contractor may add to the pricing of a change for overhead and profit are as follows:

- a. For Work performed directly by Contractor with its Own Employees: Contractor may add up to 15% for Work performed directly by Contractor for any specific change.
- b. For Managing Subcontracted Work: Contractor may add up to 10% for managing subcontracted Work for any specific change.

Only one percentage, referenced above, shall be used for the purpose of calculating the markup for a specific change amount. On changes involving both additions and deletions, the allowed markup will be allowed only on the net addition. The allowed markup shall cover all overhead expenses and profit of any kind relating to the specific change.

## **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.

**6.3 Liquidated Damages.** Contractor and Owner recognize that time is of the essence and that Owner will suffer financial loss if the Work is not completed within the times specified in Article 3 above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, 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 (\$250.00/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 amounts of daily liquidated damages set forth are reasonable. Contractor expressly agrees that the amounts of daily liquidated damages are a reasonable forecast of the actual damages Owner will incur due to any such delay.

**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: Fazzone Construction - Austin  
2008 Windy Terrace  
Cedar Park TX 78613

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:

Bob Lubecker, Facilities Project Manager  
3151 SE Inner Loop  
Georgetown, TX 78626  
Phone (512) 943-1625

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

Paul Whetstone  
2008 Windy Terrace  
Cedar Park, TX 78613  
Phone (512) 289-6399

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 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  
Williamson County, Texas,

By: Judge Bill Gravell Jr.  
Judge Bill Gravell Jr. (Aug 19, 2020 10:28 CDT)

Printed Name: Judge Bill Gravell Jr.

Title: County Judge

Date: Aug 19, 2020

Fazzone Construction Company, Inc.

By: [Signature]

Printed Name: Joe Fazzone

Title: President

Date: 8/12/2020



Final Schedule of Values 8-6-20

Schedule of Values Wilco Gun Range				
Fazzone Construction				
Electric Service with trenching of 775 LF		1		22,183.68
Demo Existing Chain Link		1		3,218.16
Demo existing block wall with footer		1		25,376.40
Relocate sliding Gate and Motor		1		7,504.80
Erosion Control		1		3,180.00
New calichi driveway and spot repairs		1		30,528.00
New Concrete Fence		1		152,718.02
New Chain Link Fence		3600		89,294.40
Re-Veg		1		7,632.00
Temp Irrigation		1		8,904.00
Mobilization		1		28,402.07
Clear and grub all areas		1		8,077.20
Total for Fence Project				\$ 387,018.72











# Agenda Item #81 8-18-2020 (WCSO Gun Range Fencing Agreement)

Final Audit Report

2020-08-19

Created:	2020-08-18
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## "Agenda Item #81 8-18-2020 (WCSO Gun Range Fencing Agreement)" History

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