



CONTRACT FOR CONSTRUCTION
(Cooperative Purchasing – TIPS – Contract Number 211001)

PROJECT: **Historic Jail – Partial Demolition** ("Project")

GENERAL CONTRACTOR: **G2 Construction Services, Inc.** ("GC")
Jimmy S. Gibson, Vice President
3300 Shell Road, Suite 3
Georgetown, TX 78628

**ARCHITECT
& ENGINEER:** **Williamson County Architect** ("A/E")
Trenton H. Jacobs, AIA
3101 SE Inner Loop
Georgetown, TX 78626

**COUNTY'S DESIGNATED
REPRESENTATIVE:** **Williamson County Facilities Management**
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS CONTRACT FOR CONSTRUCTION ("Contract") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and GC.

ARTICLE 1
SCOPE OF WORK

County desires to retain a GC for the **Historic Jail – Partial Demolition** (hereinafter called the "Project"). GC 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 Project, or any phase of the Project, in accordance with County's requirements and the terms of this Contract (hereinafter collectively referred to as the "Work").

ARTICLE 2 GENERAL PROVISIONS

2.1 Contract Documents.

2.1.1

The Contract Documents consist of this Contract and all exhibits and attachments listed, contained, or referenced therein, the Williamson County Uniform General Conditions ("UGC's"), Supplementary or other Conditions, if any, the Drawings, Specifications, Addenda issued prior to the Effective Date of this Contract, The Bid/ Proposal Documents as defined by the Invitation for Bidders/ Request for Proposals, and all Change Orders and any other Modifications issued after the Effective Date of this Contract, all of which form this Contract and are as fully a part of this Contract as if attached to this Contract.

2.1.2

This Contract represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Contract, this Contract shall govern. To the extent of any direct conflict or inconsistency between any of the Contract Documents, GC shall immediately notify County and seek clarification from A/E and County.

2.1.3

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

2.2 Relationship of the Parties.

2.2.1

GC accepts the relationship of trust and confidence established by this Contract and shall cooperate with A/E and County and exercise GC's skill and judgment in furthering the interests of County; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with County's interests.

2.2.2

It is understood and agreed that GC shall not in any sense be considered a partner or joint venturer with County, nor shall GC hold himself out as an agent or official representative of County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. GC shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of County other than what may be expressly allowed under this Contract.

2.3 General Conditions.

2.3.1

The term "Contractor" as used herein or in the UGCs shall mean GC.

2.3.2

The term "Owner" as used herein or in the UGCs shall mean County.

2.3.3

The term "Architect" as used herein or in the UGCs shall mean A/E.

ARTICLE 3 CONTRACT TIME

3.1

County shall provide a Notice to Proceed in which a date for commencement of the work shall be stated. GC shall achieve Substantial Completion of the Work within **one hundred twenty (120) calendar days** after such Commencement Date. As such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, GC 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 the Contract.

3.2 Liquidated Damages.

GC acknowledges and recognizes that County is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that County has entered into, or will enter into, binding agreements upon GC's achieving Substantial Completion of the Work within the Contract Time. GC further acknowledges and agrees that if GC fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, County will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, GC shall be responsible for the exact amount of damages sustained by County. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, County and GC agree as set forth below:

3.2.1

Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Sum shall be reduced by **One Thousand Dollars (\$1,000) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which GC has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.

3.2.2

County may deduct liquidated damages described herein from any unpaid amounts then or thereafter due GC under this Contract. Any liquidated damages not so deducted from any unpaid amounts due GC shall be payable by GC to County at the demand of County, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.

3.2.3

Notwithstanding anything to the contrary in this Contract, if County is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, County shall be entitled to recover from GC all of County's actual damages in connection with the failure by GC to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 4 THE CONTRACT SUM

4.1 Contract Sum.

County shall pay GC for completion of the Work in accordance with the Contract Documents the amount of **Four Hundred Seventy-Five Thousand Dollars (\$475,000)**.

4.2 Contract Payments.

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

4.3 Owner's Contingency.

County and GC acknowledge the Work has become necessary due to **narrow focus of repairs** that have not allowed for all plans and specifications to be fully developed. Therefore, County and GC anticipate the need for future Change Orders to be issued after the Work commences. To provide funding for such Change Orders, a not to exceed amount of **Forty-Seven Thousand Five Hundred Dollars (\$ 47,500)** shall serve as the Owner's Contingency from which such changes in the Work are to be paid in accordance with the General Conditions.

4.3.1

Owner's Contingency is controlled solely by County.

4.3.2

Expenditures from the Owner's Contingency must be made by Change Order issued by County in accordance with the General Conditions.

4.3.3

Unless otherwise provided in the Contract Documents, County will not pay a mark-up for profit and overhead on any change paid out of the Owner's Contingency. GC shall not be entitled to any compensation from any unused amounts of the Owner's Contingency.

4.3.4

For purposes of **Local Government Code Section 262.031** (calculation for maximum change order cap), the Contract Sum set out in **Section 6.1** above, plus the Owner's Contingency (set out in **Section 4.3** above), shall serve as the original Contract price.

4.4 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 **UGC 7**, the amounts GC may add to the pricing of a change for overhead and profit are as follows:

4.4.1

For Work performed directly by GC with its Own Employees: GC may add up to **fifteen percent (15%)** for Work performed directly by GC for any specific change.

4.4.2

For Managing Subcontracted Work: GC may add up to **ten percent (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. For 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 5 GC REPRESENTATIONS

5.1

In order to induce County to enter into this Contract, GC makes the following representations:

5.1.1

GC has examined and carefully studied the Contract Documents and the other related data identified in the Bid/ Proposal Documents.

5.1.2

GC 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.

5.1.3

GC is familiar, agrees and will comply with any and all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

5.1.4

GC has considered the information known to GC; 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 GC, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) GC's safety precautions and programs.

5.1.5

Based on the information and observations referred to in **Paragraph 5.1.4** above, GC 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.

5.1.6

GC is aware of the general nature of work to be performed by County and others at the Site that relates to the Work as indicated in the Contract Documents.

5.1.7

GC has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that GC has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to GC.

5.1.8

The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5.2 Insurance and Bonds.

For all phases of the Project, GC and County shall purchase and maintain insurance, and bonds as set forth below, in the Contract Documents, or as required by law.

5.3

Upon execution of this Contract, GC shall provide performance and payment bonds on forms acceptable to County. The penal sum of the payment and performance bonds shall be equal to the Contract Sum.

5.4

Prior to final payment, GC shall provide County with a Warranty Bond in the sum of **ten percent (10%)** of the Contract Sum for **twelve (12) months** from Substantial Completion of the Work. The form of bond shall be approved by County.

5.5

GC shall not commence Work under this Contract until it has obtained all required insurance and until evidence of the required insurance has been reviewed and approved by County. County's review of the insurance shall not relieve nor decrease the liability of GC. Prior to commencing any Work under this Contract, GC shall provide evidence of the following insurance coverages:

5.5.1

Prior to commencing any construction work, GC shall provide evidence of Builder's Risk coverage as set forth in the Request for Qualifications/ Request for Proposal, attached as an Exhibit, in the UGCs, or as otherwise specified or required by the County, which coverage shall remain in full force and effect throughout the term of the Project and shall

be increased as necessary for each separate bid package, phase, change order, or Stage of construction prior to the commencement of construction for that package, phase, or Stage; and

5.5.2

GC shall include required insurance information in trade packages and indicate on bid/proposal forms the insurance that bidders/proposers are to include in their base bids/proposals.

5.6

GC shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of this Contract or as required in this Contract. If GC fails to obtain, maintain, or renew any insurance required by this Contract, County may obtain insurance coverage directly and recover the cost of that insurance from GC.

5.7

County reserves the right to review the insurance requirements set forth in **this Article** during the effective period of this Contract and to make reasonable adjustments to the insurance coverages and their limits when deemed necessary and prudent by County based upon changes in statutory law, court decisions, or the claims history of the industry as well as GC.

5.8

County shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by GC failing to purchase and maintain the insurance required by this Contract shall be paid by GC.

5.9

The cost of premiums for any additional insurance coverage desired by GC in excess of that required by this Contract or the Contract Documents shall be borne solely by GC out of its fees and not included as a Direct Construction Cost.

ARTICLE 6 COUNTY'S RESPONSIBILITIES

6.1 Information and Services Required of County.

6.1.1

County will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys, or other special consultants to develop such additional information as may be necessary for the Project. County shall arrange and pay for materials, structural, mechanical, chemical, and other laboratory tests as required by the Contract Documents.

6.1.2

During the Construction Phase, County shall furnish information or services required of County by the Contract Documents with reasonable promptness. County shall also furnish any other information or services under County's control and relevant to GC's performance of the Work with reasonable promptness after receiving GC's written request for such information or services.

6.2 Legal Requirements.

County shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet County's needs and interests.

6.3 County's Designated Representative.

County shall identify a representative authorized to act on behalf of County with respect to the Project. County's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of GC. The term "Owner" means County or County's Designated Representative.

6.4 Architect/ Engineer.

County may retain an A/E to provide services, duties and responsibilities as described in the Professional Services Agreement between A/E and County.

ARTICLE 7 PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

**Williamson County Facilities Management
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626**

County shall have the right, from time to time, to change the County's Designated Representative by giving GC written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify GC in writing of an individual responsible for, and capable of, taking such action, decision, or determination, and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however*, County's Designated Representative shall not have any right to modify, amend, or terminate this Contract or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment unless otherwise granted such authority by the Williamson County Commissioners Court.

GC's Designated Representative for purposes of this Contract is as follows:

**G2 Construction Services, Inc.
Jimmy S. Gibson, Vice President
3300 Shell Road, Suite 3
Georgetown, TX 78628**

GC shall have the right, from time to time, to change GC's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by GC under this Contract, GC's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by GC's Designated Representative on behalf of GC shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by GC's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by GC's Designated Representative shall be binding on GC. GC's Designated Representative shall have the right to modify, amend, and execute Contract Amendments on behalf of GC.

GC's designated project execution team is as follows:

Project Manager:	Jimmy S. Gibson
Project Superintendent:	Charles Cole/Patrick Martinka

The Project Manager and Superintendent shall be assigned full-time to delivery of the Project upon commencement of the Construction phase. County shall have the right to terminate the Amended Contract, with no penalty to County, if the individuals named above are removed from their assignments or are assigned to simultaneous non-related projects without prior written acceptance by County.

ARTICLE 8 NOTICE

Any notice required to be given under the provisions of this Contract shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or GC at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Contract, all notices shall be delivered to the following addresses:

County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: Williamson County Facilities Management
Attn: Director of Facilities

3101 SE Inner Loop
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626

GC: G2 Construction Services, Inc.
3300 Shell Road, Suite 3
Georgetown, TX 78628

Attention: Jimmy S. Gibson
Vice President

Either party may designate a different address by giving the other party **ten (10) days** written notice.

ARTICLE 9 DISPUTE RESOLUTION, SUSPENSION OR TERMINATION

9.1 Dispute Resolution.

Any Claim or Dispute between County and GC shall be resolved in accordance with the provisions set forth in **UGC 15**.

9.2 Suspension.

The Work may be suspended by County as provided in **UGC 14.3**. In such case, the Contract Time shall be increased as provided in **UGC 14.3.2**.

9.3 Termination.

Subject to the provisions of **this Section**, this Contract may be terminated as provided in the UGCs.

9.3.1

If County terminates this Contract, the amount payable to GC pursuant to **UGCs 14.2 and 14.4**.

9.3.2

If GC terminates this Contract, the amount payable to GC under **UGC 14.1.3**.

ARTICLE 10 MISCELLANEOUS PROVISIONS

10.1 Meaning of Terms.

Terms in this Contract shall have the same meaning as those in the UGCs.

10.2 No Waiver of Immunity.

Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

10.3 Governing Law.

This Contract and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County shall be the sole place of venue for any legal action arising from or related to this Contract or the Project in which County is a party.

10.4 Assignment.

County and GC, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Contract. GC shall not assign this Contract without the written consent of County. If GC attempts to make an assignment without County's consent, GC shall nevertheless remain legally responsible for all obligations under this Contract.

10.5 Other Provisions.

10.5.1

GC represents and warrants the following to County (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to County to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the Work:

- .1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;
- .2 that it is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;
- .3 that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the project;
- .4 that its execution of this Contract and its performance thereof is within its duly authorized powers;
- .5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and

- .6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill, and diligence of such a contractor.

ARTICLE 11

SCOPE OF CONTRACT AND CONTRACT DOCUMENTS

11.1

This Contract represents the entire and integrated agreement between County and GC and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both County and GC.

11.2

The following documents comprise the Contract Documents:

1. This Contract between County and GC;
2. Drawings, Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Contract;
4. Cooperative Contract # **211001**; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Contract.

11.3

In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. This Contract between County and GC;
2. Drawings, Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Contract;
4. Cooperative Contract # **211001**; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Contract.

ARTICLE 12

SIGNATORY WARRANTY

The undersigned signatory for GC hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the Company. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, or presiding officer of the Williamson County Commissioners Court in the absence of the County Judge, thereby binding the parties hereto, their successors, assigns, and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY

AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE, OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

GC:
G2 Construction Services, Inc.


By: 
Signature

Jimmy S Gibson
Printed Name

Vice President
Title

Date Signed: 7/15/24

COUNTY:
Williamson County, Texas

By: 
Signature

Bill Gravell
Printed Name

County Judge
Title

Date Signed: Jul 31, 2024

EXHIBIT A
DRAWINGS, PLANS AND SPECIFICATIONS

Historic Jail – Partial Demolition – G2 Construction Services, Inc.

Attach documents below:

Scope of Work:

1. Asbestos abatement will be done according to the SSCI survey
2. Assist County in meter removal and power shut down
3. Shut off water & cap (2) existing sewer lines 4' from building prior to demolition
4. Demolition of the 1 story Health Dept. Building and associated slab as per plans
5. Demolition of small white building and walkway attached to jail as per plans
6. Demolition of section of jail, separation from Historic Jail by hand as per plans
7. All labor and material included to complete the scope of work



Williamson County Health Dept. and Portion of Old Jail Demolition Proposal

TIPS 211001

7/12/2024

TEL: (512)688-5725

Fax: (512)688-5724

Submitted to Daryl Mutz (Project Manager)

Company: Williamson County

Phone: 254-415-5873

Job Title: Wilco Health Dept. and Portion of Old Jail Demolition Project

Job Locations: 312 S. Main Street Georgetown, TX 78626

Description/Breakdown is as follows:

1. Installation of temporary construction fence, with two double gates, complete with all the necessary caution signs.
2. Installation of a partition wall/dust barriers at the part that remains.
3. Asbestos abatement at 100 W 3rd Street & 312 S. Main Street, Georgetown, TX. Abatement will be done according to the SSCI survey attached dated June 9, 2023.
4. Assist the County in meter removal and power shut down.
5. Shut off water & cap (2) existing sewer lines 4' from building prior to demolition.
6. Demolition of the 1 story Health Dept. Building and associated slab as per plans.
7. Demolition of small white building and walkway attached to jail as per plans.
8. Demolition of section of jail, separation from Historic Jail by hand as per plans.

Bid is to include all material and labor necessary to complete the scope as per these details, which was discussed with Williamson County.

We propose hereby to furnish material and labor necessary to complete this change order in accordance with the above specifications, for the sum of **\$ 475,000.00 Four hundred seventy-five thousand dollars and 00/100*******

*** TIPS Compliance Fee's, and Bonding are included in the total.**

Feel free to contact Shane Gibson with any questions, or comments regarding the scope of this proposal. All work is to be completed in a workmanlike manner according to standard practices.

Shane Gibson: 

3303 Shell Road, Suite 3 Georgetown, TX 78628

Email: sales@g2csinc.com Fax: 512.688.5724 Tel: 512.688.5725

G2 Construction Services, Inc.