

## OWNER – CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into on this the 10<sup>th</sup> day of October, 2018 between the OWNER, and the CONTRACTOR, for the following PROJECT:

WILLIAMSON COUNTY ESD #3  
HUTTO FIRE RESCUE STATION #2 (VIC STERN STATION)  
150 Swindoll Lane  
Hutto, Texas 78634

### I. THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement and any Exhibits attached hereto, the General Conditions dated August 31, 2018, and any Bidding Documents, Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this agreement or repeated herein. Unless otherwise specified, definitions set forth in the General Conditions apply to all other Contract Documents.

### II. THE WORK

The Contractor shall perform all the Work required by the Contract Documents, for a new Hutto Fire Rescue Station No. 2 to be located at Swindoll Lane, Hutto, Texas.

### III. COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced upon issuance of notice to proceed, and, subject to authorized adjustments, Substantial Completion for all bid items shall be achieved not later than the date as agreed upon by the OWNER and the CONTRACTOR.

### IV. CONTRACT SUM

The OWNER shall pay the CONTRACTOR for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of: \$4,234,225.00 (AMOUNT OF CONTRACT).

Base Bid: \$ 3,962,225.00

Alternate Number One: \$ 272,000.00

### V. ADDENDUM

Addendum No. 1 of July 3, 2018.

Addendum No. 2 of July 10, 2018.

Addendum No. 3 of July 19, 2018.

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## VI. TIME OF COMPLETION

The undersigned agrees to commence work within ten (10) days after the date of written "Notice to Proceed." The undersigned further agrees to complete the work in full within two hundred forty-two (242) calendar days after the date of the written "Notice to Proceed," subject to any extensions of time allowed by the contract documents, and in phases as indicated on the drawings. The undersigned and the Owner agree that for each and every calendar day on which the work, or any portion thereof, remains incomplete after the stated calendar-day period, the Proposer shall pay the amount of One Thousand Dollars (\$1,000.00) per calendar day as liquidated damages, not as a penalty but for delay damages to the Owner. Such amount shall be deducted by the Owner from any payment due to the Proposer.

## VII. PAYMENTS

Based upon approved applications of payment submitted to the Consultant by the CONTRACTOR and Certificates for Payment issued by the Consultant, the OWNER shall make progress payments on account of the Contract Sum to the Contract as provided in the Conditions of the Contract as follows:

Within 45 days of submittal to the owner, ninety-five percent (95%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the Work, and ninety-five percent (95%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing by the parties up to ten (10) days prior to the date on which the application for payment is submitted, less the aggregate of previous payments in each case; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety-five (95%) percent of the Contract Sum, less such retainage as the Consultant shall determine for all incomplete Work and unsettled claims.

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the OWNER to the CONTRACTOR forty-five (45) days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has been completed, the Contract fully performed, and a final Certificate of Payment has been issued by the Consultant. The Owner shall not be liable for interest on any progress or final payment to be made under the Contract Documents, except as may be provided by the applicable provisions of the Prompt Payment Act, Chapter 2251, Texas Government Code, as amended.

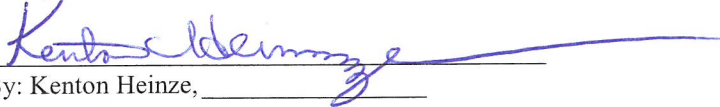
**CONTRACTOR:**

**BRAUN & BUTLER CONSTRUCTION**

715 Discovery Blvd., Suite 109

Austin, Texas 78613

(512) 837-2882



By: Kenton Heinze, \_\_\_\_\_

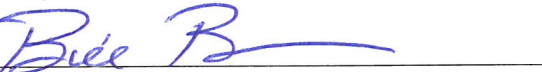
**OWNER:**

**WILLIAMSON COUNTY ESD #3**

501 Exchange Blvd.

Hutto, Texas 78634

(512) 759-2616



By: Bill Brown, President

