

**SECTION 00 52 00  
OWNER-CONTRACTOR AGREEMENT FORM**

**PART 1 - GENERAL**

1.1 REFERENCE

- A. The Form of Agreement between the Owner and the Contractor shall be as per the attached sample contract.
- B. The Agreement shall be executed in not less than quintuplet.
- C. The effective date of the contract shall be the date executed by the Owner and will be so noted by the Owner as part of its extension.

END OF SECTION

THIS AGREEMENT is entered into on this the 7th day of June, 2023, between the OWNER, and the CONTRACTOR, for the following PROJECT:

FIRE STATION NUMBER 4  
WILLIAMSON COUNTY ESD NO. 3  
161 Klattenhoff Lane  
Hutto, TX

**I. THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement and any Exhibits attached hereto, Conditions of the Contract (General, Supplementary, and other Conditions), 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 the New Fire Rescue Station No. 4 to be located on 161 Klattenhoff 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 **\$ 6,607,587.00** (AMOUNT OF CONTRACT).

Base Bid: .....	\$ 6,950,000.00
Alternate Number One:.....	\$ 0.00
Post Bid Amendment Number One .....	\$ -342,413.00
<b>AMOUNT OF CONTRACT .....</b>	<b>\$ 6,607,587.00</b>

**V. ADDENDUM**

Addendum No. 1 of 29 March, 2023  
Addendum No. 2 of 13 April, 2023

## **VI. TIME OF COMPLETION**

The undersigned agrees to commence work within 10 days after the date of written "Notice to Proceed." The undersigned further agrees to complete the work in full within **365** 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 CONTRACTOR shall pay the amount of **\$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 CONTRACTOR.

## **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 and OWNER'S approval of same, OWNER shall pay 95% of the application for payment containing the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the Work, and 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 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 95% 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 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.

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FIRE STATION NUMBER 4  
WILLIAMSON COUNTY ESD NO. 3  
161 Klattenhoff Lane  
Hutto, TX

**I. THE CONTRACT DOCUMENTS**

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Alternate Number One:.....	\$ 0.00
Post Bid Amendment Number One .....	\$ -342,413.00
<b>AMOUNT OF CONTRACT .....</b>	<b>\$ 6,607,587.00</b>

**V. ADDENDUM**

Addendum No. 1 of 29 March, 2023  
Addendum No. 2 of 13 April, 2023

**POST BID AMENDMENT NUMBER 1**

7 June, 2023

The project title is as follows:

**A NEW FIRE STATION #4  
161 Klattenhoff Lane  
Williamson County ESD #3  
Hutto, Texas**



As Prepared by KAHickman Architecture & Interior Design, Round Rock, Texas.

**Architect's Project Number: KAH-2117**

*Post Bid Amendment Date: 7 June, 2023*

**NOTICE TO PROPOSERS**

- A. This Post Bid Amendment shall be considered part of the Contract Documents for the above-mentioned project as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original Contract Documents, this Post Bid Amendment shall govern and take precedence.
  
- B. Contractor is hereby notified that they shall make any necessary adjustments in their estimate on account of this Post Bid Amendment. It will be construed that General Contractor has full knowledge of all modifications and supplemental data specified therein. Please staple in the back of your specifications.

**Receipt of this Post Bid Amendment shall be acknowledged on the Owner Contractor Agreement.**

**Insert this Post Bid Amendment in the project manual and drawings.**

**ALLOWANCES**

- 1. DEDUCT the following Allowances from the Contract (Includes Profit & Overhead Credit):**
  - a. Delete Radio Tower Allowance: -\$ 77,839.00
  - b. Delete Plymovent Allowance: -\$ 114,164.00
  - c. Delete IT Allowance: -\$ 103,785.00
  - d. Delete Security Allowance: -\$ 51,893.00
  - e. Delete Purvus Allowance: -\$ 77,789.00

f. Reduce Interior Signage Allowance to \$ 2,000.00:	-\$ 8,303.00
g. <b>TOTAL DEDUCTIONS</b>	<b>-\$ 433,823.00</b>

**ARCHITECTURE**

1. Modify the Exterior Masonry as follows: Provide and install Split Face CMU (Two Colors – White and Brown as selected by Architect) in lieu of Stone Veneer as shown on drawings – Revision 3.	-\$ 21,352.00
2. Provide SCBA (Cascade System)	\$ 105,639.00
<b>3. TOTAL DEDUCTIONS/ADDITIONS</b>	<b>\$ 84,287.00</b>

**STRUCTURAL**

1. Provide Wood Truss Package in lieu of Light Gauge Metal Framing	-\$ 29,500.00
<b>2. TOTAL DEDUCTION</b>	<b>-\$ 29,500.00</b>

**MEP**

1. Provide Cummings Generator in lieu of Generac	\$ 21,886.00
2. Delete EV Charging System in it's entirety	-\$ 11,951.00
<b>3. TOTAL DEDUCTIONS/ADDITIONS</b>	<b>\$ 9,935.00</b>

**WAGE RATE ADDITIONS (Based on Adopted Wage Rates)**

1. Prevailing Wage Rate – Rough Carpentry	\$ 4,944.00
2. Prevailing Wage Rate – Electrician	\$ 16,454.00
3. Prevailing Wage Rate – Fire Sprinkler Pipe Fitter	\$ 5,290.00
<b>4. TOTAL ADDITIONS</b>	<b>\$ 26,688.00</b>

**TOTAL CONTRACT AMOUNT MODIFICATIONS** **-\$ 342,413.00**

**Reference Attached Revised Contract Documents – Revision 3 for modifications outlined above.**

**SPECIFICATIONS/DRAWINGS ATTACHMENTS**

1. Replace Specification Section 04 20 00 and replace with attached Revised Specifications 04 20 00 – Masonry Post Bid Amendment Number 1.
2. Delete Specification 04 41 00 – Limestone Veneer.
3. Add revised Structural Drawings dated 6/6/2023 for Wood Truss Package – Sheets S002, S101, S102, S555, S556, S557 & S558.
4. Add Revision 3 dated 6/7/2023 of Contract Drawings for Stone to Split-Face CMU modification.

END OF POST BID AMENDMENT ONE

**CONTRACTOR:**

Pfloger Builders LLC  
Contractor:

1015 Cecella St  
Address:

Taylor, TX 76574  
City, State & Zip:

512-771-2332  
Phone Number:

  
By:

Adam Pfloger  
Printed Name:

Owner  
Title:

**OWNER:**

Williamson County ESD #3  
Owner:

Po Box 175  
Address:

Hutto, TX 78634  
City, State & Zip:

512-759-2616  
Phone Number:

  
By:

Bill Brown  
Printed Name:

Board President  
Title: