

Owner-Contractor Agreement

STATE OF TEXAS

COUNTY OF HAYS

Owner: The City of San Marcos, Texas

Owner's Representative: Aaron Harris, Community Initiatives Program Administrator

Contractor: DSW Homes, LLC

Contractor's Representative: Jim Schumer, CEO

Project: CDBG-DR Housing Rehabilitation/Reconstruction Services (IFB 218-147)

Date of Contract Award: February 6, 2018

Contract Amount: up to \$2,930,682.19

The Owner and the Contractor agree as follows:

Section 1. The Contractor agrees to commence, carry out, and complete all work for the construction of the Project at the Contract Price and within the Contract Time, in accordance with the Contract Documents.

Section 2. The Owner agrees to pay the Contractor for the satisfactory performance of the Contract in current funds in accordance with the prices stated in the Bid Form and the Notice of Award and at the times and under the payment procedures stated in the Contract Documents. If any conflict exists between the Bid Form and the Notice of Award, the total reflected in the Notice of Award will govern; however, any unit prices contained in the Bid Form will apply to this Contract in case of subsequent quantity adjustments for work items.

Section 3. The Contract Documents consist of the following:

- This Owner-Contractor Agreement;
- All Plans and Drawings Depicting the Project;
- All Addenda;
- All Modifications;
- The Instructions to Bidders;
- The Invitation for Bid;
- The Performance and Payment Bonds, if required;
- The Notice of Award;
- The Bid Form, Bid Guaranty, Statement of Bidder's Qualifications, and any financial statements provided by the Contractor;
- All Attachments, if any;
- The Supplementary Conditions;
- The Technical Specifications;
- The General Conditions;

- Provisions of Technical Society Specifications and Manuals Referenced in the Technical Specifications;
- Special Provisions, if any;
- The Prevailing Wage Rate Schedule;
- Insurance Certificates;
- The Affidavit of Payment of Subcontractors, Material Suppliers, and Claims;
- The Notice to Contractor of Tax Exempt Status of Owner;
- The Notice to Proceed; and
- Appendices, if any.

The documents described above and those that may be described in Article 2 of the General Conditions constitute the Contract between the Owner and the Contractor.

Section 4. The Contractor agrees to commence work by the Project Start Date set in the Notice to Proceed, to achieve final completion of the Project within ninety (90) calendar days after the Project Start Date, subject to extensions of time as provided in the Contract Documents. Time is of the essence of this Agreement, and the Contractor acknowledges that the Owner will be damaged if the Contractor fails to complete the Project on time and in accordance with the Contract Documents. The Contractor agrees to ensure that workers' compensation insurance coverage will be provided for all persons employed on the Project.

Section 5. In order to induce Owner to enter into this Agreement, the Contractor makes the following representations:

- a) The Contractor has examined, read, and understands the Contract Documents;
- b) The Contractor is familiar with the Project area and site, and all local, state, and federal laws and regulations that in any manner may affect cost, progress, or performance of the work;
- c) The Contractor has made and studied the results of examinations, investigations, and tests of subsurface and latent physical conditions which may affect the cost, progress, or performance of the work that the Contractor considers necessary to assure construction of the Project at the contract price within the contract time and in accordance with the Contract Documents, and no additional examinations, investigations, tests, reports, or other similar information will be required by the bidder for these purposes;
- d) The Contractor has reviewed all information in the Contract Documents with respect to existing underground facilities at or near the Project site, and the Contractor assumes responsibility for the exact nature and location of these underground facilities; and no additional examinations, investigations, tests, reports, or similar information will be required by the Contractor in order to construct the Project at the contract price within the contract time and in accordance with the Contract Documents, including Section 3.04 of the General Conditions;
- e) The Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and studies with the terms and conditions of the Contract Documents; and
- f) The Contractor has given the Engineer written notice of all conflicts, omissions, errors, or discrepancies discovered in the contract documents and the written response or resolution of the issue by Engineer is acceptable to the Contractor.

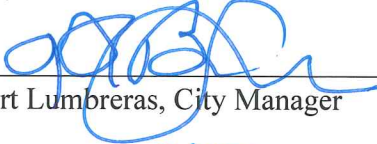
Section 6. This Agreement binds the Owner, the Contractor, and their successors, assigns,

and legal representatives. The Owner and the Contractor may not assign, sublet, or transfer any interest, rights, or duties under this Agreement without the written consent of the other.

Owner:

City of San Marcos

By: _____

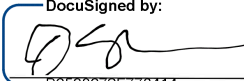

Bert Lumbreras, City Manager

Date: _____

02/09/18

Contractor:

By: _____

DocuSigned by:


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Signature of Authorized Representative

Jim Schumer, CEO - DSW Homes, LLC

Printed Name of Authorized Representative

CEO

Title of Authorized Representative

DSW Homes, LLC

Name of Business

Date: _____

2/18/2018