

**BID #2014-404  
CONTRACT BETWEEN  
PETER'S CONTRACTING SERVICES AND  
JOHNSON COUNTY, TEXAS**

This Contract is executed by and between Peter's Contracting Services (hereinafter referred to as CONTRACTOR) and Johnson County, Texas, a political subdivision of the State of Texas (hereinafter referred to as COUNTY), and singularly referred to as a "PARTY" and collectively referred to as the "PARTIES",

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the PARTIES agree as follows:

**PERFORMANCE OF WORK**

It is AGREED and UNDERSTOOD that this Contract is for a painting project at the **Johnson County Courthouse, 2 N. Main St. Cleburne, Johnson County, Texas 76033.**

The Contractor shall have Courthouse Paint Project responsibilities, per BID #2014-404: Courthouse Paint Project herein referred to as Attachment A which is attached hereto and incorporated herein for all purposes.

**The Contractor's responsibilities shall include the following:**

- Contractor shall repair and paint in designated areas at the County Courthouse location.
- All required permits shall be obtained and submitted to the Purchasing Agent by Contractor prior to commencement of any work.
- All work shall be done in compliance with all applicable local, State and Federal laws, rules regulations, zoning ordinances and building codes in effect at the time of the project.
- Contractor shall supply all labor, supplies, equipment required for completion of this project.
- Contractor shall provide all barricades and other safety equipment as necessary.
- Contractor shall coordinate scheduling and work with facilities manager, (Randy Wheeler)
- Exterior project shall include the following specifications:
  - a. Clean and prepare wood frames;
  - b. Ensure water tight seals frames;
  - c. Paint all exterior window frames;
  - d. Paint all exterior entryway walls and ceilings;
  - e. Recoat all exterior doorways with polyurethane; and,

- f. Seal all cast stone ledges.
- g. Replace rotten wood as needed
- All windows will remain functional.
- Courthouse lawn shall be protected from damage by scaffolding and/or lift or from any other equipment.
- Interior project shall include the following specifications:
  - h. Seal and paint ceiling in Commissioners' Courtroom, Room 201;
  - i. Paint shall match existing color; and,
  - j. County shall provide color match for paint.
- All flooring and furnishings in designated work areas shall be covered and/or protected during project.
- Contractor shall perform cleanup of work areas on a daily basis.
- Contractor shall store project materials, supplies, and equipment in a neat and orderly manner so as not to unduly interfere with the progress of the project work, the work of other contractors or the operation and work of County business.
- Contractor shall be responsible for cleanup and removal of all equipment, surplus material, trash and debris related to this project upon completion of this project from the premises.
- Contractor may be required to purchase a performance bond.
- Job project will not be paid until Johnson County is satisfied with completion.

### **INSURANCE**

- A. The Contractor shall carry Texas Worker's Compensation as required by statute.
- B. The Contractor shall carry general liability insurance with a minimum combined single coverage limit of \$1,000,000.00 per occurrence for bodily injury and property damage with County named as an additional insured.
- C. The Contractor shall carry automobile general liability insurance with a minimum combined single coverage limit of \$600,000.00 per occurrence bodily injury and property damage.
- D. The Contractor shall supply a copy of insurance coverage to County upon request and/or upon any change in coverage.

### **TERM AND TERMINATION PROVISIONS**

This contract is effective beginning June 23, 2014 until job completion, except that in a case of default by the Contractor for failure to meet conditions set forth in this contract, the County shall have the right to cancel this contract by giving a thirty (30) days written notice to the Contractor. The

County agrees to give the Contractor written notice within five (5) days of any noncompliance and allow reasonable time for correction of the discrepancies prior to notifying the Contractor of its intention to cancel the Contract. In the event of cancellation or termination then Johnson County shall not be required nor obligated to pay for services beyond the effective date of the cancellation of the Contract. Johnson County shall pay all costs due up to the effective date of the cancellation or termination of the Contract. Notwithstanding any other provision, this Contract may be cancelled by either Party upon thirty (30) days written notice to other Party. In the event that County cancels before contract matures, a pro-rated statement will be sent showing cost of services to date less the amount paid to date.

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment by a governmental entity under a contract is overdue on the 31<sup>st</sup> day after the later of:

- a. the date the governmental entity receives the goods under the contract;
- b. the date the performance of the service under the contract is completed; or
- c. the date the governmental entity receives an invoice for the goods or service.

Pursuant to Texas Government Code Section 2251.021 and this Contract, a payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest on an overdue payment stops accruing on the date the governmental entity or Contractor mailed or electronically transmits the payment.

### **CONTRACT AMENDMENTS**

This contract may be amended by mutual agreement of both the Contractor and the County. All amendments shall be in writing and approved by the Johnson County Commissioners Court and the Contractor's authorized representative.

### **PAYMENT**

The County shall pay to the Contractor pursuant to this Contract its fee for providing the services as submitted in BID 2014-404: Courthouse Paint Project, the total sum of **\$49,500.00**. The County will pay the entire balance due for services rendered upon County's satisfaction with completion of job. The County will make payment to Contractor within thirty (30) days of the receipt of the invoice.

### **INDEMNITY**

**Contractor shall protect, defend, indemnify and hold harmless COUNTY and its representatives, officers, directors, agents, employees, county commissioners, and county judges, from and against any and all claims, demands and causes of action asserted by any party (including but not limited to; employees of Contractor) that arise out of Contractor's negligent acts or omissions or willful misconduct and result in personal injury (including bodily injury), illness, death or property loss or damage or any civil fines or penalties imposed by any governmental agency, officer, or court of law.**

## **WAIVER OF SUBROGATION**

Contractor hereby waives any and all rights to recover against COUNTY (including COUNTY'S representatives, County Commissioners, officers, partners, employees, agents, customers, and invitees) for any loss or damage arising from any cause covered by any insurance required to be carried by Contractor pursuant to this Contract or any other insurance actually carried by Contractor. Contractor shall cause its insurer to issue appropriate waiver of Subrogation endorsements to all policies of insurance carried in connection with this Contract.

## **VENUE**

This Contract is to be construed under the laws of the State of Texas and all obligations of the parties created by this Contract are performable in Johnson County, Texas. Venue for any action or claim arising out of the Contract will be in the state district courts in Johnson County, Texas or in the federal district courts in Dallas County, Texas.

## **PRIOR AGREEMENTS SUPERSEDED**

This written Contract, including Attachment A attached hereto, contains the entire terms and conditions, understanding, and agreement between Contractor and County. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent it is in conflict with this Contract or Attachment A.

## **GENERAL PROVISIONS**

No waiver by either party of any one or more defaults by the other party in the performance of this Contract or any Contract hereunder shall operate or be construed as a waiver of any future default or defaults by the same party, whether of a like or different character.

It is intended that if any provision of this Contract is unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties. In any event, all other provisions of this Contract shall be deemed valid, binding and still enforceable.

In the event that either party commits any material breach of this Contract including, without limitation, any breach of any indemnification obligation, in addition to any other remedy that the aggrieved party may have, at law or in equity, it shall be entitled to recover all costs, including court cost and attorney's fees, incurred in any proceeding wherein the aggrieved party seeks redress for such breach.

This Contract is executed on behalf of Johnson County by the presiding officer of its governing body who is authorized to execute this instrument by order heretofore passed and recorded in its minutes.

This Contract is executed on behalf of Contractor by its authorized official, agent, or officer and has the authority necessary to execute this Contract and further certifies that any resolution necessary

to create such authority has been duly passed and is now in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed as of the date written below:

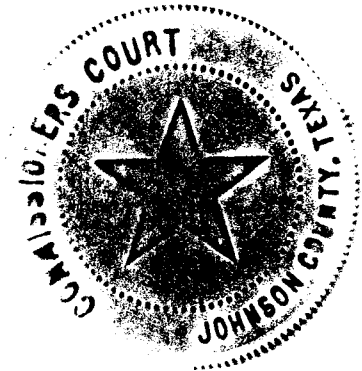
JOHNSON COUNTY

By Roger Harmon  
Roger Harmon, County Judge

Date: 6/23/14

ATTEST:

Becky Williams  
Becky Williams, County Clerk



CONTRACTOR  
PETER'S CONTRACTING SERVICES

By Piotr Brodalk

Date: 06/17/14

PIOTR BRODALK  
Printed Name

Owner  
Title

STATE OF TEXAS §  
COUNTY OF Johnson §

This instrument was acknowledged before me on the 17 day of June, 2014  
by Donna White, on behalf of Johnson County.  
(Name of Person Signing Document) (Company/Independent Contractor)

