THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

SERVICES CONTRACT
(Waterborne Pumps LLC)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Waterborne Pumps LLC**, (hereinafter "Service Provider"), with principal offices at 1208 Eastwick Dr., Arlington, TX 76002. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational goods and services pursuant to the following terms, conditions, and restrictions:

I.

No Agency Relationship & Indemnification: It is understood and agreed that service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

II.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

III.

No Assignment: Service Provider may not assign this contract.

IV.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Consideration and Compensation: Service Provider will be compensated based on the attached **Proposal (for Pump Retro-fit Installation at the Williamson County Sports Complex), dated April 23, 2018**, which is attached and incorporated herein as if copied in full. The not-to-exceed amount of this contract is **$9,985.00**. Additional costs may only be added with a changed order approved by the Williamson County Commissioners Court.

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate 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.

VI.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he or she is not an employee of The County.

VII.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

	Type of Coverage	**Limits of Liability**
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 500,000	$ 500,000
Aggregate policy limits:	$1,000,000	

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors

worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

VIII.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

1) This contract;

2) Proposal dated April 23, 2018; and

3) Any required insurance certificates for this project.

IX.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this agreement.

X.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XI.

Termination: This agreement may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

XII.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

XIII.

Venue and Applicable Law: Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIV.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph XI above.

XI.

Severability: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XVI.

Right to Audit: Service Provider agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XVII.

<u>County Judge or Presiding Officer Authorized to Sign Contract</u>: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of The County.

WITNESS the signatures of all parties in duplicate originals this the _____ day of _____, 2018.

WILLIAMSON COUNTY:

_____
Authorized Signature

SERVICE PROVIDER:

_____
Authorized Signature

Exhibit "A" (Proposal dated April 23, 2018)

1208 Eastwick Dr.
Arlington, Texas 76002
Phone & fax: (817) 419-6628
Cell: (817) 946-2315

Waterborne Pumps LLC

Pump Retro-fit Panel Installation Proposal

Williamson County
Argy219 Perry Mayfield
Leander, Texas 78641

April 23rd, 2018

Attn: Terry Roberts

Waterborne Pumps proposes to replace the existing Flowtronex pump controls for the main pump station for the Williamson County Sports Complex to include the following:

Labor and Materials to replace the existing Flowtronex control panel and wiring with the new Waterborne VSP retro-fit control panel.

Programming and calibration of all systems to ensure proper functional irrigation pump system including the existing VFD Drive.

Waterborne Pumps will provide the above services for the sum of: **$ 9,985.00**

Price does not include: Tax, freight, electrical service replacement, pump or motor repair.

Proposal valid for 90 days. Pump station panel warranted for a period of 2 years.

Project Scope: Steel NEMA 4 control enclosure, (24"H x 24"W x 8"D), for wall mounting, suitable for running 3 main pumps and one pressure sustaining pump, intended to retrofit or upgrade existing VFD pumping station. Panel is proposed to be set adjacent to the pump station as furnished by the owner. Controls will be an Industrial grade PLC with a color touch screen operator interface device control switches and software programming written specifically for this project—with information given at time of design or order.

This control package is capable of interfacing with ancillary equipment such as a VFD, Filter or Wye Strainer Flush, Auto Inlet Strainer Flush, Wet Well Level Transducer, HC Pump Temp Sensor(s), High/Low PSI Alarm, VFD Speed Selection, VFD Faults.

STANDARD STATION CONTROLS & EQUIPMENT INCLUDE:

- U.L listed control panel
- Microprocessor controls with software to maintain constant pressure at variable flow

Rec'd #15909

- Color Touchscreen operator interface device with active matrix LCD display featuring:
  - Digital flow (GPM) and pressure (PSI) display
  - Both cumulative and resettable gallons pumped indicators
  - Pump ready/running status with elapsed run time display per pump
  - Flow-based pressure regulation to match discharge pressure with irrigation demand
  - Individual motor overload reporting
  - Minute by minute data logging saved to a removable flash RAM card
  - 32MB card to store approximately 12 months of data
  - Historic & real time X-Y plotting of pump station operation
  - Filter controls
  - Alarm log file
  - Ability to change system parameters such as setpoint pressure, time delays
- Alarm conditions with safety shutdown, time stamp & automatic diagnostic system:
  - Automatic repressurization after fault condition
  - Low discharge pressure shutdown
  - High discharge pressure shutdown
  - Individual motor overload/phase loss
  - VFD fault shutdown
  - High pump temperature shutdown
- Overload, single phase, phase imbalance/low voltage protection
- Surge protection for main station and solid-state controls
- Variable Frequency Drive pressure regulation
- Pressure drop start
- Hand/off/auto selector switch
- Baked and cured two-part polyurethane ultraviolet insensitive paint
- One operator and maintenance manual
- Two-year limited warranty on mechanical and electrical components
- Access to Waterborne customer service technical phone support, technicians on call.