

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
(Jail Safety Padding Repairs)**

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 **Marathon Engineering Corporation**, (hereinafter “Service Provider”), with principal offices at 5615 2nd St. West, LeHigh Acres, FL 33971. 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(s) dated April 13, 2018 and June 4, 2018**, which are attached and incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is \$12,576.00, unless amended by a change order and 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.

Should The County choose to add services in addition to those described in attached proposal(s), such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

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 <i>(including premises, completed operations and contractual)</i>	\$ 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) Proposals dated April 13, 2018 and June 4, 2018; and
- 3) Any required insurance certificates for this project.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

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.

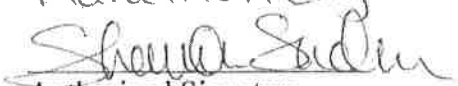
County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of The County.

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

WILLIAMSON COUNTY:

Authorized Signature

SERVICE PROVIDER:

Marathon Engineering Corp.

Authorized Signature

Exhibits (Proposals dated April 13, 2018 and June 4, 2018)



MARATHON ENGINEERING CORPORATION
5615 2nd STREET WEST
LEHIGH ACRES, FL 33971
PH: (239) 303-7378 FX: (239) 303-7364

VC-3

June 4, 2018

QUOTE #2018-3093

PROJECT QUOTE: WILLIAMSON COUNTY JAIL — JUNE 2018 REPAIR

SECTION: Safety Padding Repair

PROJECT LOCATION: GEORGETOWN, TX

CONTACT: JAMES ROSE
EMAIL: jrose@wilco.org

SCOPE OF WORK: Provide materials, labor and one mobilization in order to replace a 3' x 2' area of padding on the wall, and a 3' x 3' area of padding on the floor as well a threshold piece of padding in VC-3. The entire room will be ground and have a new layer of top coat applied. Please note, top coat sealer may not be an exact match to existing top coat currently in the facility. Pricing is valid for 60 days from date on quote. Any applicable permits/license fees and applications are not included and will be completed by others.

PRICE: ***Four thousand nine hundred seventy dollars (\$4,970) ***

PAYMENT DISCOUNT: Marathon Engineering Corporation offers a 9.25% (\$460) discount for payment in full at the time of contract issuance.

PAYMENT TERMS & CONDITIONS:

1. Pricing is derived from the dimensions and the Scope of Work that is expressively listed on this quote, unless otherwise indicated. Any variance in dimensions greater than 2% or any additional surfaces to be padded (i.e. ceiling when not listed) will need to be considered in the form of a written change order.
2. **A CHECK OR CREDIT CARD FOR 50% IS DUE UPON SCHEDULING AND THE BALANCE AT COMPLETION OF WORK. PLEASE NOTE, WE ARE CURRENTLY 45-60 DAYS OUT FOR SCHEDULING FROM DATE OF CONTRACT & DEPOSIT.**
3. Late payments (for change order work) shall accrue interest at a rate of 1.5% per month.
4. Marathon Engineering Corporation, manufacturer and installer for Gold Medal Safety Padding™, will supply warranty for all material furnished and work performed in conjunction with the above referenced project, in accordance with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective materials or workmanship for a period of one (1) year from the Date of Substantial completion, which is the last day that Marathon Engineering Corporation is physically working on the project jobsite excluding aesthetic, remedial, and punch list work.
5. Pricing excludes any payment or performance bonding.
6. Pricing DOES NOT INCLUDE prevailing wages.

EXPIRATION: This Contract Proposal expires sixty (60) calendar days from the date issued unless earlier withdrawn or extended in writing. Please do not hesitate to contact me with any questions or if I can be of any assistance. I can be reached at our offices at (239) 303-7378 or via email at ghrunka@earthlink.net.

Thank you once again for your consideration.

Sincerely,

George Hrunka, President & CEO



MARATHON ENGINEERING CORPORATION
5615 2nd STREET WEST
LEHIGH ACRES, FL 33971
PH: (239) 303-7378 FX: (239) 303-7364

Int. cell

April 13, 2018

QUOTE #2018-3058

PROJECT QUOTE: WILLIAMSON COUNTY JAIL — FLOOR REPLACEMENT

SECTION: Safety Padding Repair

PROJECT LOCATION: GEORGETOWN, TX

CONTACT: JAMES ROSE
EMAIL: jrose@wilco.org

SCOPE OF WORK: Provide materials, labor and one mobilization in order to tear out damaged floor padding and replace it with new Gold Medal Safety Padding. Cell is approximately 13' X 6'3" (bench and bench padding will not be replaced). Damaged padding will be placed in dumpster provided by owner. Please note, top coat sealer may not be an exact match to existing top coat currently in the facility. Pricing is valid for 60 days from date on quote. Any applicable permits/license fees and applications are not included and will be completed by others.

PRICE: ***Seven thousand six hundred six dollars (\$7,606) ***

PAYMENT DISCOUNT: Marathon Engineering Corporation offers a 9.25% (\$704) discount for payment in full at the time of contract issuance.

PAYMENT TERMS & CONDITIONS:

1. Pricing is derived from the dimensions and the Scope of Work that is expressly listed on this quote, unless otherwise indicated. Any variance in dimensions greater than 2% or any additional surfaces to be padded (i.e. ceiling when not listed) will need to be considered in the form of a written change order.
2. **A CHECK OR CREDIT CARD FOR 50% IS DUE UPON SCHEDULING AND THE BALANCE AT COMPLETION OF WORK. PLEASE NOTE, WE ARE CURRENTLY 45-60 DAYS OUT FOR SCHEDULING FROM DATE OF CONTRACT & DEPOSIT.**
3. Late payments (for change order work) shall accrue interest at a rate of 1.5% per month.
4. Marathon Engineering Corporation, manufacturer and installer for Gold Medal Safety Padding™, will supply warranty for all material furnished and work performed in conjunction with the above referenced project, in accordance with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective materials or workmanship for a period of one (1) year from the Date of Substantial completion, which is the last day that Marathon Engineering Corporation is physically working on the project jobsite excluding aesthetic, remedial, and punch list work.
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Thank you once again for your consideration.

Sincerely,

George Hrunka, President & CEO