

Customer: Williamson County

Contact: Thomas Crockett

Phone: (254) 415-5873

Email: Thomas.crockett@wilco.org

Site Location: Williamson County Jail

504 Rock St

Georgetown TX 78626

Date: 07/17/19

Proposal Number:

Presented by:

Wade Anderson

Company: Mtech-Icon

Phone: 512.929.7090

Email: Wade.Anderson@csusa.us**Project Name: Cast iron replacement for second floor staff restroom**

Scope of Work: Replace cast iron pipe and fittings above grade serving the lavatories, urinal, and mop sink in the second floor staff restroom in the southwest corner of the building.

Inclusions:

- Remove sheetrock and finished surfaces as necessary to access piping above ceiling on first floor and in walls on second floor
- Remove insulation from existing piping, demo and haul off all piping to be replaced
- Install new piping from 6" above floor in elevator equipment room to fixture tees in wall where accessible
- Seal wall and floor penetrations
- Tie in fixture drains to new piping
- Insert test ball, fill new piping with water, check for leaks
- Clean up work area

Exclusions:

- Repairs to sheetrock and other finished surfaces
- Repairs to drain lines outside of scope
- Overtime
- Sales Tax

BUYBOARD #558-18**Quote Price: \$8,650.00** (excluding tax, if applicable)_____
Signature_____
Printed Name_____
Date

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Terms and Conditions:

Customer requests Mtech ("Contractor") to perform certain work and services set forth in this signed Agreement at the project/property located at the Site Location, the ("Property"). Customer and Contractor are collectively referred to as the "Parties".

The following Terms and Conditions (the "**Terms and Conditions**") apply to all services and/or repairs described in the agreement and all other work Contractor provides to Customer at the Property (collectively, the "**Services**"). The agreement and Terms and Conditions collectively represent the "**Agreement**" between the Parties with respect to the Services.

1. **Customer Responsibilities.** Customer shall make available to Contractor all safety information and other information necessary to perform the Services, shall permit Contractor access to areas and equipment to be serviced, and shall allow Contractor to start and stop equipment as necessary to perform the Services.

2. **Contractor Warranty.** Contractor warrants that the Services will be performed in a good and workmanlike manner and in accordance with industry standards for similar services performed in the same location as the Property. Customer agrees to notify Contractor in writing of any failure to perform within **ONE YEAR** after the completion of the Services. If Customer fails to notify Contractor within such **ONE YEAR** period, then to the fullest extent permitted by law, Contractor shall be deemed to have accepted the Services and to have waived all claims relating to the Services.

3. **Existing Systems.** Notwithstanding the Contractor warranty in Section 2, Contractor does not warrant and takes no responsibility whatsoever for the quality, performance, or condition of the existing mechanical and plumbing systems at the Property, including all related equipment, components, and piping (the "**Existing Systems**"). Further, Contractor does not warrant against condensate water leaks, piping blockages and/or drain blockages associated with piping installed by Contractor and is not responsible for any damage caused by such leaks or blockages.

4. **Limitations of Warranty.** THE EXPRESS WARRANTY IN SECTION 2 IS IN LIEU OF ALL OTHER WARRANTIES AND CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT THIS LIMITATION OF WARRANTY IS COMMERCIALY REASONABLE AND IS AN ESSENTIAL TERM OF THIS AGREEMENT. The warranty set forth in Section 2 is contingent upon normal use of the material or equipment and completion of all preventative maintenance. Contractor does not warrant equipment or materials provided by others; including the Existing Systems.

5. **Limitations of Liability; No Consequential Damages.** Customer acknowledges and agrees that Customer's sole and exclusive remedy for Contractor's breach or failure to perform under this Agreement (including for any breach of the warranty in Section 2) shall be for Contractor to, at Contractor's option, (i) use reasonable efforts to correct the failure, and/or (ii) refund that portion of any payments received from Customer that correspond to such failure. Notwithstanding the foregoing, to the fullest extent permitted by law, in no event shall the total cumulative liability of Contractor in connection with the Services, whether by reason of breach of contract, tort (including without limitation negligence), warranty, or otherwise exceed the amounts paid by Customer to Contractor for the Services. Further, in no event shall Contractor have any liability for loss of profits, loss of business, indirect, incidental, consequential, special, punitive, indirect or exemplary damages, even if Contractor has been advised of the possibility of such damages.

6. **Payment.** Contractor will invoice Customer upon completion of Services, unless other specific invoicing arrangements are detailed within the body of the Purchase Order. Customer shall promptly pay invoices within ten (30) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the Customer will be invoiced for all Services performed including costs for equipment and/or materials in production at the time of work stoppage.

7. **Delays.** Contractor shall not be liable for any delay, loss, damage or detention caused by acts performed by Customer, Customer's agents and representatives, or any other third party, or caused by circumstances beyond Contractor's control.

8. **Choice of Law and Attorneys' Fees.** This Agreement shall be governed in all respects by the laws of the state where the services were performed (excluding all choice of law and conflicts of law rules). **In the event, Contractor must commence legal, quasi-legal, equitable, or alternative dispute resolution action in order to recover any damages related to this Agreement, Contractor shall be entitled to recover its court costs, attorneys' fees, and related expenses.**

9. **Miscellaneous.** This Agreement constitutes the entire, complete, and exclusive agreement of the Parties and supersedes any and all prior negotiations, agreements and understandings relating to Services. All terms and conditions contained in any prior oral or written communication, which are different from or in addition to the Terms and Conditions are hereby rejected and shall not be binding on Contractor. All prior Service agreements, negotiations and representations, if any, are merged herein. These Terms and Conditions may only be modified or changed through a written agreement signed by Contractor.

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10. **Electronic Monitoring.** Any electronic monitoring Mtech performs is undertaken solely to enable Mtech to collect the data and perform any analysis included in Mtech Energy Systems' Services. Customer agrees that Mtech is not liable for inability to perform and/or losses that may occur in cases of malfunction or nonfunctioning of communications equipment, HVAC and other equipment, the energy management system, failure to identify equipment or system performance issues, failure to recommend corrective action, or otherwise related to the monitoring of Customer's equipment and building systems.

11. **Data Collected.** Customer hereby grants to Mtech the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, reproduce, display, distribute internally or externally and prepare derivative works based upon any such data Mtech collects from Customer. Mtech shall not use or publish such data in any way that identifies Customer as the source of that data without Customer's prior written consent. The data Mtech will collect from Customer will not include any personal or individual information. Upon Customer's written request, Mtech will endeavor to provide an electronic copy of data collected from Customer, subject to availability. For Energy and Building Performance Services (except Energy Assessments and digital assessments), Mtech will use commercially reasonable efforts to store Customer's data for up to 18 months. Mtech cannot guarantee the availability of the data.

12. **Data Privacy and Security.** Mtech has implemented various security measures for the purpose of protecting Customer's data against accidental or unlawful access, unauthorized disclosure, loss, destruction, and alteration. Customer is responsible for maintaining the confidentiality of Customer's user name(s) and password(s). Customer is responsible for all uses of Customer's password(s), whether or not authorized by Customer.

Customer must inform Mtech immediately of any unauthorized use of Customer's user name(s) or password(s). Transmission of data over the Internet by its nature entails the use of systems under the control of third parties, and as a result Mtech cannot ensure total control of the security of such systems. Mtech will take commercially reasonable efforts to ensure that data and other configuration parameters are not visible or accessed by other customers. Customer acknowledges that the very nature of communication via the Internet restricts Mtech from offering any guarantee of the privacy or confidentiality of information relating to Customer passing over the Internet. In gaining access via the Internet, Customer also acknowledges and accepts that electronic communication may not be free from interference by unauthorized persons and may not remain confidential. Customer therefore accepts that access and storage of data is at Customer's own risk. Mtech will notify Customer of any breach in security of which Mtech become aware. Any breach in privacy of which Customer become aware should be reported by Customer to Mtech immediately. Mtech does not disclose Customer's information to third parties for their marketing purposes, but Mtech does use third party software and services to assist Mtech with collecting and analyzing information. Mtech may also disclose Customer's information if required to do so by law, in which case, Mtech would inform Customer of such disclosure.

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