

MASTER SERVICES AGREEMENT No. _____

This Master Services Agreement (this "**Agreement**") is made and entered into as of the date signed by the last party to sign below (December 9, 2019) and is by and between **Mechanical Technical Services, Inc. ("MTECH")**, with its principal place of business at 1720 Royston Lane Round Rock, TX 78664 and **Williamson County, a political subdivision of the State of Texas acting through its governing body ("WILCO" or the "COUNTY")** with its principal office at 3101 SE Inner Loop Georgetown, TX 78626 (hereinafter individually referred to as the "**Party**" or together referred to as the "**Parties**").

WHEREAS, MTECH is engaged in the business of maintaining, servicing, and providing plumbing, electrical, and heating, ventilation, and air conditioning building systems and wishes to provide WILCO with such services; and

WHEREAS, WILCO wishes to retain MTECH from time to time to perform discrete projects on an individual work order basis under this Agreement; and

NOW THEREFORE, in consideration of the foregoing the Parties hereby agree as follows:

1 WORK ORDER; SERVICES:

- 1.1 Each project for which WILCO desires to engage MTECH shall be set forth in detail in a separate work order ("**Work Order**"), which shall be labeled by project number, and which together shall not exceed a total amount of \$350,000 unless otherwise agreed in writing by the Parties. The Work Order shall be submitted on the form attached hereto as **Exhibit A** and shall detail the scope of work, schedules, compensation for each project, and shall refer and automatically incorporate the terms and conditions of this Agreement. In the event of any conflict or inconsistency between any term or condition in a Work Order, and any term or condition of this Agreement, the terms and conditions of this Agreement will govern and control.
- 1.2 Either MTECH or WILCO may issue a Work Order. However, MTECH shall not be obligated to perform any work until the Work Order is mutually agreed upon and executed by both Parties. To the extent the Parties draft a Work Order electronically either an electronic signature or confirming email shall operate as proper execution of such Work Order. Once executed, a Work Order shall be binding and deemed part of, and shall be subject to, this Agreement.
- 1.3 MTECH is qualified, experienced, and capable of performing the services described in the agreed upon Work Orders and this Agreement ("**Services**"), and has agreed to perform the Services in accordance with the terms and conditions of this Agreement and the Work Order(s).
- 1.4 WILCO shall be responsible for and shall pay for the costs and expenses in connection with the Services and goods provided under this Agreement and as specified in a Work Order.
- 1.5 Subject to prompt payment by WILCO, MTECH shall provide all materials, labor, and equipment necessary for the performance of the Services as specified in the Work Order.

- 1.6 In the event that WILCO requests a change in the scope of the Services to be provided by MTECH and if the change requested changes the price or schedule of the Services provided by MTECH, MTECH shall provide a revised cost or schedule estimate to WILCO, within five (5) business days of the requested change. If WILCO accepts the revised cost or schedule estimate, WILCO shall issue an executed Change Order submitted on the form attached hereto as **Exhibit B ("Change Order")**. Such Change Order shall be executed by an authorized representative of MTECH. Upon execution of the Change Order by an authorized representative of MTECH, the Change Order shall become a binding agreement between the Parties under the terms and conditions of the Work Order which it modifies and this Agreement. MTECH shall not be obligated to perform any changed work until the Change Order is mutually agreed upon and executed by both Parties.
- 1.7 If MTECH encounters conditions at any site(s) that are (.1) subsurface or otherwise concealed physical conditions that differ materially from those reasonably anticipated; or (.2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Work Order or other contract document, MTECH shall promptly provide notice to WILCO before conditions are disturbed, and MTECH shall be entitled to an equitable adjustment to the Contract Price and Contract Time (as those terms are defined herein) to the extent such conditions increase MTECH's cost of, or time required for, performance of any part of the Services.

2 COMPENSATION; CONTRACT PRICE:

- 2.1 The compensation (the "**Contract Price**") and payment schedule for performance of the Services shall be set forth in detail in each Work Order.
- 2.2 WILCO payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. Invoices shall be deemed overdue the thirty-first (31st) day after the later of the following: (.1) the date WILCO receives the good under specified in the Work Order; (.2) the date the performance of the service is completed; or (.3) the date Williamson County Facilities and Williamson County Auditor receives an invoice for the good and services, which shall be defined as the date an invoice is deemed delivered to the address provided in Section 2.3 below.
- 2.3 To ensure prompt payment, MTECH's invoices shall include: (.1) the project or Work Order number; (.2) the invoice number; (.3) a reasonably detailed description of the Services rendered including, but not limited to: quantity or quantities, applicable unit prices, total prices and total amount; (.4) WILCO Purchase Order number; and (.5) MTECH business and mailing address, telephone number, and business name. Invoices shall be submitted by regular or electronic mail directly to:

Williamson County Facilities Department
Attn: Assistant Director of Maintenance for Facilities
3101 SE Inner Loop Georgetown, TX 78626
Tel: 512-943-1599
Fax: 512-943-3888
Email: facilities@wilco.org

- 2.4 If WILCO disputes any MTECH invoice, WILCO will: (.1) pay all charges not disputed, and (.2) notify MTECH of the dispute in writing, providing the invoice number and an explanation of the issue in dispute. If the dispute is not resolved within (15) days, either Party may submit their claim to dispute resolution as provided in Section 13.9. The Parties will cooperate in good faith to resolve any such disputes after WILCO notifies MTECH of the dispute. If both Parties agree that a disputed amount is a legitimate charge, WILCO will pay such amount within thirty (30) days of such determination.
- 2.5 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 WILCO 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 licensee 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 licensee'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. MTECH expressly acknowledges that invoices and supporting documentation must be submitted timely and in accordance with all laws governing Texas county finances, including but not limited to the Texas Constitution, the Tex. Gov't Code and the policies of the Williamson County Commissioners Court and Auditor's Office. If payments become overdue for more than sixty (60) days, then in addition to any other available rights and remedies available to MTECH under this Agreement or under applicable laws or in equity, MTECH shall have the right to terminate this Agreement for default, or suspend the Services until payment is received and recover all related costs arising from or related to the suspension, including demobilization and remobilization costs.

3 CONTRACT TIME:

- 3.1 MTECH shall complete the services in accordance with the agreed upon project schedules and milestones (the "**Project Schedule**") set forth in the applicable Work Order(s) (the "**Contract Time**"). MTECH shall be entitled to adjustments to the Contract Time and Contract Price in the event WILCO modifies, compresses, or accelerates any of the activities in the Project Schedule.
- 3.2 If MTECH is delayed at any time in the commencement or progress of the Services by WILCO, or separate contractors or design professionals employed by the WILCO, or by any other third party or event: (.1) WILCO's failure to timely perform its obligations under this Agreement or any Work Order; (.2) any government or regulatory agency's failure to timely review and approve any applicable permits, submittals, or design document; (.3) changes ordered in the Services by WILCO; or (.4) any Force Majeure Event as defined below; then the Contract Time shall be extended by a Change Order for a period of time reasonably necessary to overcome the effect of the delay, and the Contract Price shall be increased for the additional costs (if any) arising from such delay including any increased costs of materials and increased cost of labor, including overtime.

- 3.2.1 To the fullest extent permitted by applicable laws, MTECH shall not be responsible or liable, and shall be entitled to equitable adjustments to the Contract Price and Contract Time, for any delays and/or any failure in performing the Services or its obligations hereunder due to causes beyond its reasonable control, including, and without limitation: acts of God, war (including civil war), riots, embargoes, acts of civil or military authorities, acts of any government (whether sovereign or contractual), fires, floods, explosions, the elements, epidemics, quarantine restrictions, strikes, lockouts, plant shutdowns, accidents, shortages of energy, material shortages, component parts, unavailability of labor, procurement delays, or any other acts or events beyond the parties control (collectively, "**Force Majeure Event**").

4 WILCO RESPONSIBILITIES:

- 4.1 WILCO shall permit MTECH free and timely access to the project sites, and shall provide project documents or information necessary or required to allow MTECH to complete the Services without interruption or disruption.
- 4.2 WILCO shall cooperate with MTECH in securing any required building and other permits, licenses and inspections.
- 4.3 WILCO shall review and approve or take other appropriate action on permits, submittals, Change Order requests, RFI's, and any MTECH notification and deliverables that require WILCO's review and/or approval, within such time periods that will not delay MTECH's performance of the Services. However, the review period shall not exceed ten (10) business days.
- 4.4 WILCO shall also schedule and conduct all reviews, inspections, and tests required to obtain any equivalent certifications from any third-party and/or governmental entities with jurisdiction, promptly and so as not to delay the performance of the Services.
- 4.5 WILCO shall schedule and coordinate the work of its other contractors in a manner that does not interfere or impact MTECH's performance of the Services.
- 4.6 WILCO reserves the right to inspect all equipment and tools to be used to perform work under this Service. Any equipment reasonably determined to be in poor condition must be replaced immediately, at MTECH expense. Failure to provide suitable equipment for carrying out all requirements of this contract may be grounds for termination.
- 4.7 WILCO shall perform periodic inspections of MTECH work under this Service to ensure compliance with the Work Order specifications.
- 4.8 If WILCO is unable or does not perform its obligations in accordance with this Section 4, MTECH shall be entitled to an extension of the project schedule or Contract Time for such delays, occasioned by WILCO's actions and may also be entitled to an increase in the Contract Price to the extent such delays result in increased costs to perform the Services.

5 MTECH RESPONSIBILITIES

- 5.1 MTECH shall be responsible for furnishing all tools, equipment, staffing and supervision necessary for performance of the Services. Any equipment reasonably determined to be in poor condition by WILCO shall be replaced immediately, at MTECH expense.
- 5.2 MTECH shall employ labor that is sufficiently skilled and qualified to perform the Services. If any portions of the Services require any professional licenses, MTECH warrants that all such services will be performed by individuals with such required licenses.
- 5.3 MTECH will be responsible for the acts, omissions, and Services provided by its employees, agents, and representatives.
- 5.4 MTECH agrees to abide by all applicable laws related to the hiring, employment and supervision of its labor force at all times during the term.
- 5.5 MTECH shall cooperate with WILCO and WILCO's other contractors, design professionals, and consultants.
- 5.6 MTECH may provide operator coaching and on-site training of select WILCO personnel, if requested.
- 5.7 MTECH shall provide SDS sheets to WILCO representative, upon request, for all products used as part of this Service.
- 5.8 MTECH shall be responsible for all damages to WILCO facility or contents to the extent caused by MTECH, their staff or subcontractors during the performance of their duties.
- 5.9 MTECH agrees to abide by all applicable federal, state and local safety requirements related to the Services, including but not limited to OSHA requirements, and MTECH shall at all times maintain such training, certifications and documentation required by such laws.

6 INDEPENDENT CONTRACTOR

- 6.1 MTECH shall at all times act as an independent contractor and, as such, no law, agreement or other arrangement that has the effect of conferring benefits upon officers or employees of WILCO shall be applicable to MTECH in connection with the Services. MTECH shall be solely responsible for the payment of wages, salaries and other amounts due its employees in connection with this Agreement.

7 SUBCONTRACTING

- 7.1 No portion of the work covered under this Service may be subcontracted or assigned without prior approval of WILCO Representative, which shall not be unreasonably withheld, conditioned, or delayed. Request to subcontract all or any portion of services required by MTECH will be submitted to WILCO representative, at minimum of three (3) business days in advance of the proposed effective date of the subcontract.
- 7.2 MTECH shall be responsible for services provided by any subcontract as if MTECH were providing the services.

8 EMERGENCY CALL OUT SERVICE

8.1 MTECH shall provide twenty-four (24) hour emergency service, as needed, for WILCO facilities included in this agreement. Hours shall be Monday through Friday, 5:00 pm to 7:00 am and twenty-four (24) hours each day on weekends and Holidays. MTECH shall have appropriate working personnel at designed site, ready to work, within two (2) hours of the call-out. MTECH shall respond to WILCO Facilities representative by telephone within ½ hour if the problem is capable of being corrected through the use of a computer/modem to alleviate the source of complaint.

7 INSURANCE

9.1 MTECH shall maintain throughout the duration of this Agreement adequate insurance to cover such damages, demands, claims, losses, or liabilities resulting from MTECH's performance of the Services which shall include:

(.1) Commercial General Liability coverage in the amount of \$1,000,000 (per occurrence) combined single limit of liability for bodily injury and property damage subject to \$2,000,000 general aggregate including the following coverage/terms: premises and operations, products/completed operations, personal injury, XCU, independent contractors protective, defense costs are outside the limits of liability, and occurrence based policy;

(.2) Commercial Automobile Liability coverage in the amount of \$1,000,000 combined single limit of liability for bodily injury, death, and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles;

(.3) Worker's Compensation Insurance covering MTECH's employees. Worker's Compensation Coverage complying with the laws of the State of Texas and Employer's Liability Insurance with limits of: \$1,000,000 bodily injury by accident/each accident; \$1,000,000 bodily injury by disease/each employee; \$1,000,000 bodily injury by disease/policy limit; and

(.4) Umbrella Liability coverage in the amount of \$5,000,000 per occurrence and in the aggregate with follow-form coverage applicable to underlying Commercial General and Commercial Auto liability policies maintained by MTECH.

10 TERM AND TERMINATION

10.1 This Agreement commences on the Effective Date and will remain in effect for one (1) year from the Effective Date ("**Contract Duration**"), unless sooner terminated as provided in this Article 8. If WILCO chooses not to terminate this Agreement at the end of the Contract Duration, this Agreement shall be renewed annually by agreement of both Parties for a period of one year.

- 10.2 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, WILCO will only be liable for its pro rata share of services rendered and goods actually received.

Notwithstanding the foregoing, WILCO will reimburse MTECH for all non-cancelable obligations entered into by MTECH, which WILCO has approved and for which MTECH can show written proof satisfactory to WILCO. WILCO shall also be responsible for all demobilization costs and for all other reasonable expenses actually incurred as a result of such termination by WILCO.

- 10.3 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 WILCO 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 licensee 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 licensee'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. MTECH expressly acknowledges that invoices and supporting documentation must be submitted timely and in accordance with all laws governing Texas county finances, including but not limited to the Texas Constitution, the Tex. Gov't Code and the policies of the Williamson County Commissioners Court and Auditor's Office. If payments become overdue for more than sixty (60) days, then in addition to any other available rights and remedies available to MTECH under this Agreement or under applicable laws or in equity, MTECH shall have the right to terminate this Agreement for default, or suspend the Services until payment is received, and recover all monies earned to date and all related costs arising from or related to the suspension, including demobilization and remobilization costs and costs associated with cancellation of MTECH's vendors and sub-subcontractors.
- 10.4 In case of material breach of any obligation contained in this Agreement by either Party (hereinafter referred to as the "**Breaching Party**"), the other Party (hereinafter referred to as the "**Non-breaching Party**") shall give the Breaching Party notice thereof and allow a ten (10) day period in which the Breaching Party shall institute efforts to cure the material breach. If the Breaching Party does not initiate such efforts within the ten (10) day period, the Non-breaching Party shall have the right to terminate the Agreement as of the date it first gave notice to the Breaching Party thereof.
- 10.5 In the event of termination or expiration of the Agreement, MTECH agrees to return the remaining balance of any unused payments or other monies advanced to MTECH by WILCO, if any.
- 10.6 To the extent that all payments have been received for all Work Orders between the Parties, in the event of termination or expiration of this Agreement, MTECH shall promptly return all materials, documents, and hand over all work in progress to WILCO.

- 10.7 The Work Orders entered into between the Parties pursuant to this Agreement may be terminated individually for the specific assignment set out in such Work Order in accordance with the provisions set out in this Article 8. In the event that an individual Work Order is terminated in accordance with this Article 8, this Agreement and any remaining Work Orders or purchase orders shall continue to be in force and effective between the Parties.

11 INDEMNIFICATION

- 11.1 TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' NEGLIGENCE OR WILLFUL MISCONDUCT) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.
- 11.2 TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE; PROVIDED, HOWEVER, FOR THE AVOIDANCE OF DOUBT, ANY CLAIMS BASED ON A BREACH OF CONTRACT SHALL BE EXCLUDED FROM INDEMNIFICATION HEREUNDER.
- 11.3 Notwithstanding anything herein to the contrary, under no circumstance shall MTECH be responsible for any indemnification obligations that result from, or relate to, acts or omissions of WILCO or its employees, agents, contractors, or any other third-party acting on WILCO's behalf.

12 WARRANTY

- 12.1 MTECH represents and warrants that it has the requisite skills, professional ability, and experience to perform the Services. MTECH shall exercise that degree of care and skill ordinarily exercised under similar circumstances by members of its profession performing services similar to the Services in the same locality.

- 12.2 MTECH represents and warrants that it has the right to enter into this Agreement and perform the Services, and that there are no restrictions imposed on it which would prevent it from performing the Services and complying with all provisions of this Agreement.
- 12.3 Unless as otherwise agreed by the Parties, any goods provided under this Agreement or any associated Work Order shall be free from defects in material or workmanship, shall be of new and good quality and fit for its intended purpose, and shall be in compliance with all standards generally accepted in the local industry.
- 12.4 MTECH represents and warrants that, for the period beginning on the date MTECH commences performance of the Services pursuant to each Work Order, and terminating one (1) year from the substantial completion of the Services, the Services shall substantially comply with the requirements of the Work Order(s) and shall be free of any material defects.
- 12.5 As WILCO's and exclusive remedy MTECH shall repair and/or replace any defective or non-conforming Services, at no charge to WILCO. Provided, however, MTECH shall not be responsible for damage, defects, or deficiencies caused by: (.1) equipment abuse or misuse; (.2) work, installations, and/or modifications that are not performed by MTECH; (.3) improper operation; and (.4) normal wear, tear, and usage.
- 12.6 **MTECH HAS NOT MADE AND DOES NOT MAKE ANY OTHER WARRANTY OR REPRESENTATION WHATSOEVER RELATING TO THE SERVICES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OR REPRESENTATIONS AS TO: (.1) THE FITNESS, CONDITION, MERCHANTABILITY, DESIGN, OR OPERATION OF PARTS OR EQUIPMENT; (.2) THE SERVICES FITNESS FOR ANY PARTICULAR PURPOSE; (.3) THE QUALITY OF WORKMANSHIP; OR (.4) THE PERFORMANCE OR CAPACITY OF EQUIPMENT. ANY AND ALL SUCH OTHER WARRANTIES AND/OR REPRESENTATIONS ARE EXPRESSLY DISCLAIMED BY MTECH.**

13 WAIVER OF CONSEQUENTIAL DAMAGES

- 11.1 MTECH SHALL NOT BE LIABLE FOR ANY LOST REVENUE, LOST PROFITS OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR OTHER DAMAGES SUFFERED BY WILCO UNDER ANY PART OF THIS AGREEMENT, WORK ORDER OR ANY CHANGE ORDER WHETHER OR NOT THE POSSIBILITY OF SUCH LOST PROFITS OR DAMAGES HAS BEEN DISCLOSED TO MTECH OR COULD HAVE BEEN REASONABLY FORESEEN BY MTECH.

14 LIMITATION OF LIABILITY

- 12.1 Notwithstanding any other provisions contained elsewhere in this Agreement or any Work Order to the contrary, (.1) the remedies stated in this Agreement are exclusive, and (.2) in no event shall the cumulative aggregate liability of MTECH to WILCO for any damages, whether in contract, warranty, tort, negligence, strict liability, delay, error or omission, indemnity, or otherwise for the performance of the Services or breach of the Agreement, or anything done in connection therewith, exceed 10% of the Contract Price.

15 MISCELLANEOUS

- 15.1 **Notices.** All notices, demands, requests, or other communications hereunder shall be made in writing and shall be personally delivered, sent by registered or certified mail, or sent by facsimile or electronic mail, addressed as follows:

If to MTECH: Mechanical Technical Services, Inc.
Attn: Doug Savage
1720 North Royston Lane Round Rock, TX 78664
Tel: 512-908-1022
Fax:
Email: doug.savage@csusa.us

If to WILCO: Williamson County Facilities Department
Attn: Assistant Director of Maintenance for Facilities
3101 SE Inner Loop Georgetown, TX 78626
Tel: 512-943-1599
Fax: 512-943-3888
Email: **FACILITIES@WILCO.ORG**

Any such notice shall be deemed to be given and received on the day on which the correspondence was delivered or transmitted. Either Party may change its address for service from time to time by giving notice in writing thereof to the other Party in accordance with this Article.

- 15.2 **Entire Agreement; Modifications.** This Agreement, together with any exhibits, constitutes the entire agreement between the Parties. No amendment, modification, or discharge of this Agreement shall be valid or binding unless set forth in writing and executed by both Parties.
- 15.3 **Severability.** If any term or provision of this Agreement shall be found to be invalid or unenforceable, the remainder of this Agreement shall remain valid and in full force and effect.
- 15.4 **Assignment.** This Agreement or any obligation hereunder shall not be assigned by either Party without the prior written consent of the other Party.
- 15.5 **Third Party Beneficiaries.** This Agreement is not intended to confer upon any non-Party any rights or remedies hereunder.
- 15.6 **Binding Effect.** Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, heirs, executors, administrators, legal representatives, and assigns.
- 15.7 **Waiver of Breach.** Failure of MTECH to take action for nonperformance or for any breach of this Agreement shall not be construed as a waiver or relinquishment of any

such term or condition, or of the right to enforce such term or condition in the event of any future or recurring breach.

- 15.8 **Conflict.** To the extent any provision of this Agreement conflicts with any provision of any Work Order(s), the provisions of this Agreement shall govern unless the Work Order explicitly states otherwise.
- 15.9 **Dispute Resolution; Jurisdiction.** To the extent a dispute between the Parties arises from or relates to, (.1) this Agreement, (.2) Work Order(s), or (.3) Change Order(s), the Parties shall first meet informally to resolve such dispute. In the event that no resolution is achieved, the Parties, prior to the initiation for any action or proceeding under this section, shall make a good faith effort to resolve the dispute by negotiation between representatives with decision-making power. In the event that the informal meeting does not resolve the dispute, the Parties shall submit the dispute to mandatory mediation before legal action being taken under this Agreement.
- 15.9.1.1 In addition to any other rights or remedies at law and/or equity, the prevailing party in any proceeding shall be entitled to full reimbursement for its attorneys' fees, investigation expenses, expert witness fees and costs, and other costs and expenses incurred.
- 15.10 **Governing Law.** This Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto shall be governed by and interpreted in accordance with the laws of the State of Texas without giving effect to the choice-of-law rules thereof.
- 15.11 **Legal Hold.** In the event of litigation or reasonably-anticipated litigation, a Party may notify the other Party of the requirement to place a legal hold on specific records ("**Legal Hold Notice**"). Upon receipt of such a Legal Hold Notice, the records specified in the Legal Hold Notice must no longer be subject to normal document retention procedures and cannot be destroyed, altered, deleted, removed, or disposed of unless directed by such receiving Party.
- 15.12 **No Waiver of Sovereign Immunity or Powers.** Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity or powers of WILCO, the Williamson County Commissioners Court, or the Williamson County Judge.
- 15.13 **Right to Audit.** MTECH agrees that WILCO 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 MTECH which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. MTECH agrees that WILCO shall have access during normal working hours to all necessary MTECH facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. WILCO will give MTECH reasonable advance notice of intended audits.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on December 9, 2019.

Williamson County

By: _____

Name: _____

Title: _____

**Mechanical Technical Services,
Inc.**

By: _____

Name: Dave Savage

Title: President

**EXHIBIT A
(Form of Work Order)**

WORK ORDER

MSA No.: _____

Project No.: _____

<u>Customer</u> «insert WILCO name» Attn: «CONTACT» «insert WILCO address» Tel: «PHONE» Fax: «FAX» Email: «EMAIL»	<u>Mechanical Technical Services, Inc.</u> Attention: _____ Round Rock, TX 78664 (512) 929-7090 www.mtechtexas.com <<E-MAIL>>
<u>Project:</u> 	
<u>Contract Price:</u> 	
<u>Contract Time:</u> 	

This Work Order (the "Work Order") is made effective by and between WILCO and MTECH and is issued under and governed by that certain Master Services Agreement (the "Agreement") dated _____ between the Parties. Unless otherwise defined in this Work Order, capitalized terms shall have the meanings ascribed to them in the Agreement. The terms and conditions of the Agreement are fully incorporated into this Work Order, and all such terms and conditions are binding on the Parties.

- 1. The Services.** MTECH shall furnish all labor, materials, services, and equipment necessary and incidental to complete the work generally described as *[insert description of the Services]*, which is hereby incorporated into this Work Order (the "Services"). The Services shall be performed in accordance with the Agreement and the Contract Documents.
- 2. Contract Price.** WILCO shall pay MTECH \$_____ for the Services. *[insert applicable payment terms, unit rates, etc.]*
- 3. Contract Time.** MTECH shall perform the services in accordance with the following schedules and milestones: *[insert or attach applicable schedules]*
- 4. Contract Documents.** The Contract Documents include the following: *[list applicable Contract Documents]*
- 5. Additional Terms and Conditions:** *[insert any applicable project schedule terms and conditions]*

EXHIBIT B

Customer «insert WILCO name» Attn: «CONTACT» «insert WILCO address» Tel: «PHONE» Fax: «FAX» Email: «EMAIL»	Mechanical Technical Services, Inc. Attention: _____ Round Rock, TX 78664 (512) 929-7090 www.mtechtexas.com <<E-MAIL>>
Project:	
Contract Price:	
Contract Time:	

Change Order No.: []

This Change Order (the "Change Order") is made effective by and between WILCO and MTECH and is issued under and governed by that certain Master Services Agreement (the "Agreement") dated _____ between the Parties. Unless otherwise defined in this Change Order, capitalized terms shall have the meanings ascribed to them in the Agreement. The terms and conditions of the Agreement are fully incorporated into this Work Order, and all such terms and conditions are binding on the Parties.

WILCO agrees to pay for all changes in the Services performed by the MTECH under this Change Order according to the terms of the Agreement. The amount paid by the WILCO shall be full compensation for all work requested and for all effects of this change in the Work. The change, if any, in the Contract Price Amount shall be computed according to one of the following methods:

1. [] Lump Sum of \$[]
2. [] Costs Plus a Fee
3. [] Unit Price
4. [] Other
5. [] No Change

If Item 2, 3 or 4 is checked, the MTECH shall submit promptly to WILCO such itemized labor and material breakdowns as WILCO may reasonably require for Services performed or deleted from the Work Order issued pursuant to the Agreement as required by this Change Order. MTECH shall include the amount of such change in its next invoice for payment.

The Contract Time, if affected by this Change Order, is modified as follows:

Add [] Business Days OR deduct [] Business Days.

Original Work Order Amount or Contract Price: []

Change in Work Order Amount or Contract Price from previously approved Change Orders: []

Change in Work Order Amount or Contract Price from this Subcontract Change Order: []

Revised Work Order Amount or Contract Price: []

Williamson County

By: _____

Name: _____

Title: _____

Date: _____

**Mechanical Technical Services,
Inc.**

By: _____

Name: _____

Title: _____

Date: _____

Labor Rates

<u>Labor - (Includes burden)</u>			
	<u>Hours</u>	<u>Standard</u>	<u>Premium</u>
Service Technician HVAC		\$99.00	\$148.50
Service Technician Plumbing		\$99.00	\$148.50
Service Technician Electrical		\$99.00	\$148.50
Service Technician Plumbing Helper		\$79.00	\$118.50
Apprentice - Pipe/Duct		\$32.00	\$48.00
Apprentice - Plumber		\$40.01	\$60.01
Installer - Pipefitter		\$43.20	\$64.80
Installer - Plumber		\$56.00	\$84.01
Installer - Duct		\$43.20	\$64.80
Crew Foreman - Pipe/Duct		\$51.71	\$77.57
Crew Foreman - Plumber		\$63.99	\$95.98
Start-up Technician		\$56.01	\$84.01
Supervisor		\$80.01	\$120.01