

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
FOR
CARPET INSTALLATIONS**
(Adult Probation Offices in Round Rock and Georgetown)
TXMAS-18-72050

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 **Mohawk Carpet Distribution, Inc.** (hereinafter “Service Provider”), 160 S. Industrial Blvd., Calhoun, GA 30701 (ph. 800-622-6228). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

As described in the attached Quotations, dated December 12, 2019 and February 27, 2020, which are incorporated herein as if copied in full.

Should The County choose to add services in addition to those described in Exhibit(s) “A,” 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.

II.

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 X below.

III.

Consideration and Compensation: Service Provider will be compensated based as set forth in the attached Quotations, dated December 12, 2019 and February 27, 2020, which are incorporated herein as if copied in full. Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **The not-to-exceed amount shall be \$118,562.58.**

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.

IV.

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 ^{include} ~~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.

V.

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:

- A. As described in the attached Quotations, dated December 12, 2019 and February 27, 2020, which are incorporated herein as if copied in full;
- B. TXMAS-18-72050; and
- C. Any required insurance certificates evidencing required coverages.

VI.

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 Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract. 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.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: 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' GROSS NEGLIGENCE) 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. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. 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.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: 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, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract 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.

IX.

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.

X.

Termination: This Contract 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.

XI.

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.

XII.

Severability: In case any one or more of the provisions contained in this Contract 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 Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

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 Contract, 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 Contract 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.

XIV.

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.

XV.

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

XVI.

No Assignment: Service Provider may not assign this Contract.

XVIII.

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 that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Authorized Signature

Printed Name

Date: _____, 2020

SERVICE PROVIDER:



Authorized Signature

Mike Gallman

Printed Name

Date: March 9, 2020

Exhibit(s)
Quotations, dated December 12, 2019 and February 27, 2020



December 12, 2019
Revision Date: **March 4, 2020**
Revision Number: **3**

Turnkey Control #: CGF04727

Proposal to:
WILCO Adult Probation Georgetown
301 SE Inner Loop
Georgetown, TX 78626

RE: FLOORING PROPOSAL FOR: CGF04727 REV 2 WILCO Adult Probation Georgetown, Georgetown, TX

Mohawk Carpet Distribution, Inc. - TXMAS-18-7205, 6/6/2018-2/16/2021

We are pleased to provide the following quotation for the above referenced job.

MAIN BID

Style, Size, Backing, Description	Color Name	Color #	Quantity	UoM		Unit Price	Line Total
GT177 Jean 24" x 24" Modular Tile with EcoFlex NXT Backing (8.00 SY/CTN)	Skinny	955	1,200.00	0	@	\$ 21.21	\$ 25,452.00
C2039 Living Local 6" x 48" LVT (36 SF/CTN)	TBD - Standard Running Line Color		360.00	SF	@	\$ 2.13	\$ 766.80
36005 M004 Adhesive - EnPress - M004			11.00	EA	@	\$ 89.34	\$ 982.74
36005 M95C1 Adhesive - M950 1 Gallon - M95C1			2.00	EA	@	\$ 38.57	\$ 77.14
91009 Installation Carpet Tile Standard Labor Rates - Installation Carpet Tile			1,200.00	SY	@	\$ 5.80	\$ 6,960.00
91009 Removal Broadloom Direct Glue Standard Labor Rates - Removal of Broadloom (direct glue down)			1,200.00	SY	@	\$ 3.50	\$ 4,200.00
91009 Carpet Disposal Standard Labor Rates - Carpet Disposal			1,200.00	SY	@	\$ 0.80	\$ 960.00
91009 Installation of LVT Standard Labor Rates - Installation of Luxury Vinyl Tile (Planks or Squares)			360.00	SF	@	\$ 1.83	\$ 658.80
91009 Convent. Furn. Moving (Medium) Standard Labor Rates - Conventional Furniture Moving (Medium)			1,200.00	SY	@	\$ 4.13	\$ 4,956.00
91009 Furn/Inst. Base, Std. 4-Inch Standard Labor Rates - Furnish / Install Base, Std. 4-Inch Vinyl/Rubber Blend, Black/Brown			3,360.00	LF	@	\$ 2.99	\$ 10,046.40
91009 Floor Prep - Skim Coat to 1/8" Standard Labor Rates - Floor Prep - Skim Coating to 1/8 Inch (Material and Labor)			1,200.00	SY	@	\$ 1.47	\$ 1,764.00
Furnish/Install Transition (OPEN MARKET)			12.00	LF	@	\$ 16.18	\$ 194.16
Freight			1.00	EA	@	\$ 2,496.96	\$ 2,496.96
Subtotal							\$ 59,515.00
Estimated Sales Tax							\$ -
TOTAL							\$ 59,515.00

NOTES:

1. Based on field measure by: Flooring Solutions, Inc.
2. Price includes all work as specifically stated in above description for the quantities stated. Any unforeseen circumstances may require additional labor and can be handled through the change order process.
3. Standard Floor Prep Includes: light sweeping & hairline crack filling. Any extra unforeseen floor prep: heavy scraping, trench filling, grinding, filling large depressions, leveling, or floating must be approved through a change order.
4. MohawkOne will only be responsible for quantities if installation is provided by MohawkOne.
5. Mohawk Carpet Distribution, Inc., License Numbers: Collier County FL LCC20170002039, OR 216040, TN 71154, VA 2705162869, and WA MOHAWCD836N4.
6. REVISION 2: Revised date of proposal at the request of Wilco.
7. REVISION 3: Revised TXMAS Contract number and expiration date.

EXCLUSIONS (unless specifically included in the above scope of work):

Attic Stock	Cleaning/Waxing of Resilient	Dumpster Cost	Night/Weekend Labor
Bonding Cost	Carpet Cleaning	Asbestos Abatement	Removal & Disposal
Extensive Floor Prep	No thresholds / Door Trimming	Stair Materials	Sales Tax
Protection of Floors	Preformed Corners	Furniture Moving	Phasing
Resilient Flooring	Special Delivery/Equipment	Trip Charges	Mats
Border Carpet	Union Labor	Moisture Testing and Abatement	

TERMS OF PAYMENT: (Subject to Credit Approval)

* All Materials and Labor - Net 30 Days After Invoice (Material will bill when shipped, labor will bill as phased or upon completion of project).

Prices given are firm for (60) sixty days from proposal date.

Please indicate your acceptance of this proposal by returning your signed purchase order to my attention via fax or email. Should you have any questions, feel free to contact me by phone or e-mail. My contact information is provided below.

Mohawk
160 S. Industrial Blvd.
Calhoun, GA 30701



December 12, 2019
Revision Date: **March 4, 2020**
Revision Number: **3**

Turnkey Control #: CGF04728

Proposal to:
WILCO Adult Probation Round Rock
211 Commerce
Round Rock, TX 78664

RE: FLOORING PROPOSAL FOR: CGF04728 REV 2 WILCO Adult Probation Round Rock, Round Rock, TX

Mohawk Carpet Distribution, Inc. - TXMAS-18-7205, 6/6/2018-2/16/2021

We are pleased to provide the following quotation for the above referenced job.

MAIN BID

Style, Size, Backing, Description	Color Name	Color #	Quantity	UoM		Unit Price	Line Total
GT177 Jean 24" x 24" Modular Tile with EcoFlex NXT Backing (8.00 SY/CTN)	Skinny	955	1,200.00	0	@	\$ 21.21	\$ 25,452.00
36005 M004 Adhesive - EnPress - M004			11.00	EA	@	\$ 89.34	\$ 982.74
91009 Installation Carpet Tile Standard Labor Rates - Installation Carpet Tile			1,200.00	SY	@	\$ 5.80	\$ 6,960.00
91009 Removal Broadloom Direct Glue Standard Labor Rates - Removal of Broadloom (direct glue down)			1,200.00	SY	@	\$ 3.50	\$ 4,200.00
91009 Carpet Disposal Standard Labor Rates - Carpet Disposal			1,200.00	SY	@	\$ 0.80	\$ 960.00
91009 Convent. Furn. Moving (Medium) Standard Labor Rates - Conventional Furniture Moving (Medium)			1,200.00	SY	@	\$ 3.68	\$ 4,416.00
91009 Furn/Inst. Base, Std. 4-Inch Standard Labor Rates - Furnish / Install Base, Std. 4-Inch Vinyl/Rubber Blend, Black/Brown			3,360.00	LF	@	\$ 2.99	\$ 10,046.40
91009 Floor Prep - Skim Coat to 1/8" Standard Labor Rates - Floor Prep - Skim Coating to 1/8 Inch (Material and Labor)			2,359.00	SY	@	\$ 1.47	\$ 3,467.73
Furnish/Install Transition (OPEN MARKET)			16.00	LF	@	\$ 16.18	\$ 258.88
Freight			1.00	EA	@	\$ 2,303.83	\$ 2,303.83
Subtotal							\$ 59,047.58
Estimated Sales Tax							\$ -
TOTAL							\$ 59,047.58

NOTES:

- Based on field measure by: Flooring Solutions, Inc.
- Price includes all work as specifically stated in above description for the quantities stated. Any unforeseen circumstances may require additional labor and can be handled through the change order process.
- Standard Floor Prep Includes: light sweeping & hairline crack filling. Any extra unforeseen floor prep: heavy scraping, trench filling, grinding, filling large depressions, leveling, or floating must be approved through a change order.
- MohawkOne will only be responsible for quantities if installation is provided by MohawkOne.
- REVISION: Increased material quantities per request of customer.
- REVISION 2: Removed LVT, LVT Adhesive, LVT installation labor, as well as reduction of wall base and floor prep.
- REVISION 3: Revised TXMAS Contract number and expiration date.

EXCLUSIONS (unless specifically included in the above scope of work):

Attic Stock	Cleaning/Waxing of Resilient	Dumpster Cost	Night/Weekend Labor
Bonding Cost	Carpet Cleaning	Asbestos Abatement	Removal & Disposal
Extensive Floor Prep	No thresholds / Door Trimming	Stair Materials	Sales Tax
Protection of Floors	Preformed Corners	Furniture Moving	Phasing
Resilient Flooring	Special Delivery/Equipment	Trip Charges	Mats
Border Carpet	Union Labor	Moisture Testing and Abatement	

TERMS OF PAYMENT: (Subject to Credit Approval)

* All Materials and Labor - Net 30 Days After Invoice (Material will bill when shipped, labor will bill as phased or upon completion of project).

Prices given are firm for (60) sixty days from proposal date.

Please indicate your acceptance of this proposal by returning your signed purchase order to my attention via fax or email. Should you have any questions, feel free to contact me by phone or e-mail. My contact information is provided below.

Lead Times: Please note that we are a made to order mill and we cannot commence production of any order until a signed purchase order, or a fully executed contract has been received. Lead times are determined by product ordered. Lead times do not start until after the purchase order or fully-executed contract is received.

Mohawk
160 S. Industrial Blvd.
Calhoun, GA 30701