

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
FOR
GUN RANGE AMMO BUILDING
(TMG CONTRACTING, LLC)
(Sourcewell EZIQC Coop Cont. #TX-CT-GC-121819-TCL)**

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 **TMG Contracting, LLC, (hereinafter "Service Provider")**, P.O. Box 415, Hutto, TX 78634 (ph. 512-801-2595). 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 Statement of Work/Proposal(s), dated March 5, 2020, which is 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 Exhibit(s). 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 \$49,543.42.**

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 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 Statement of Work/Proposal(s), dated March 5, 2020, which is incorporated herein as if copied in full;
- B. Sourcewell EZIQC Coop Cont. #TX-CT-GC-121819-TCL; including addenda and related documents; and
- C. Any required insurance certificates evidencing required coverages.

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.

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.

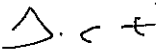
WILLIAMSON COUNTY:

Authorized Signature

Printed Name

Date: _____, 2020

SERVICE PROVIDER:



Authorized Signature

Tony Gutierrez

Printed Name

Date: March 13, 2020

Statement of Work/Proposal(s) dated March 5, 2020

Detailed Scope of Work

To: Tony Gutierrez
TMG Contracting, LLC
PO Box 415
Hutto, TX 78634
512-801-2595

From: Bob Lubecker
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626
815-341-6271

Date Printed: March 05, 2020

Work Order Number: 076139.00

Work Order Title: Williamson County - Gun Range Ammo Building

Brief Scope: Williamson County Sheriff's Office Gun Range Ammunition Building Installation & Site Work.

☐

Preliminary

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Revised

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Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Excavation, concrete & electrical work for proposed Ammo Storage Building.

Scope is based on Williamson County issued documents.

Documents Titled:

Summary of Work 01010

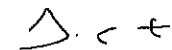
- Civil Plans
- Civil Specifications
- Electrical Plans
- Electrical Specifications

Dated: 9/19/19

Subject to the terms and conditions of JOC Contract **TX-CT-GC-121819-TCL**.

Contractor

Date



Owner

3/10/2020

Date



Work Order Signature Document

Sourcewell EZIQC Contract No.: TX-CT-GC-121819-TCL

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New Work Order

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Modify an Existing Work Order

Work Order Number.: 076139.00

Work Order Date: 03/05/2020

Work Order Title: Williamson County - Gun Range Ammo Building

Owner Name: Williamson County

Contractor Name: TMG Contracting, LLC

Contact: Bob Lubecker

Contact: Tony Gutierrez

Phone: 512-943-1625

Phone: 512-801-2595

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No TX-CT-GC-121819-TCL.

Brief Work Order Description:

Williamson County Sheriff's Office Gun Range Ammunition Building Installation & Site Work.

Time of Performance

Estimated Start Date:

Estimated Completion Date:

Liquidated Damages

Will apply:

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Will not apply:

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Work Order Firm Fixed Price: \$49,543.42

Owner Purchase Order Number:

Approvals

Owner

Date

Contractor

Date

3/10/2020

Contractor's Price Proposal - Detail

Date: March 05, 2020

Re: IQC Master Contract #: TX-CT-GC-121819-TCL
 Work Order #: 076139.00
 Owner PO #:
 Title: Williamson County - Gun Range Ammo Building
 Contractor: TMG Contracting, LLC
 Proposal Value: \$49,543.42

Sect.	Item	Mod.	UOM	Description	Line Total			
Labor	Equip.	Material	(Excludes)					
Concrete								
1	03	15	16	00	0034	LF	1/2" x 4" Cork, Premolded Expansion Joint	\$364.56
						Installation	Quantity 140.00 x Unit Price 2.10 x Factor 1.2400 = Total 364.56	
2	03	21	11	00	0124	LF	#4, Grade 50, Slab On Grade, Steel Reinforcement Bar	\$631.90
						Installation	Quantity 910.00 x Unit Price 0.56 x Factor 1.2400 = Total 631.90	
3	03	21	11	00	0241	EA	3/8" Diameter x 24" Long, Deformed Straight Dowel	\$50.39
						Installation	Quantity 32.00 x Unit Price 1.27 x Factor 1.2400 = Total 50.39	
4	32	16	23	00	0002	SF	4" Cast In Place Concrete Sidewalk	\$3,634.19
						Installation	Quantity 680.00 x Unit Price 4.31 x Factor 1.2400 = Total 3,634.19	
Subtotal for Concrete								\$4,681.04
Electrical								
5	01	22	20	00	0010	HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$915.02
						Installation	Quantity 16.00 x Unit Price 46.12 x Factor 1.2400 = Total 915.02	
						Two electricians for 1 day hook up to meter for service and coordination with Oncor		
Subtotal for Electrical								\$915.02
Erosion Control								
6	31	25	14	26	0008	LF	3' High Silt Fence with Stakes at 6' On Center	\$425.20
						Installation	Quantity 270.00 x Unit Price 1.27 x Factor 1.2400 = Total 425.20	
7	31	25	14	26	0017	LF	Removal Of Silt Fence And Stakes	\$93.74
						Installation	Quantity 270.00 x Unit Price 0.28 x Factor 1.2400 = Total 93.74	
8	32	92	19	13	0019	MSF	Turf Mix, Hydro Or Air Seeding4 LB/MSF spread rate. Mixture of three varieties of bluegrass and one improved perennial ryegrass.	\$230.12
						Installation	Quantity 3.00 x Unit Price 61.86 x Factor 1.2400 = Total 230.12	
Subtotal for Erosion Control								\$749.06
Excavation								
9	01	22	23	00	0186	DAY	8 Ton, Single Padfoot Drum, Ride-On Self-Propelled Vibratory Roller With Full-Time Operator	\$3,833.01
						Installation	Quantity 3.00 x Unit Price 1,030.38 x Factor 1.2400 = Total 3,833.01	
						Compaction of sub-base		

Contractor's Price Proposal - Summary

Date: March 05, 2020

Re: IQC Master Contract #: TX-CT-GC-121819-TCL
Work Order #: 076139.00
Owner PO #:
Title: Williamson County - Gun Range Ammo Building
Contractor: TMG Contracting, LLC
Proposal Value: \$49,543.42

Concrete	\$4,681.04
Electrical	\$915.02
Erosion Control	\$749.06
Excavation	\$41,814.01
Testing	\$1,384.29
Proposal Total	\$49,543.42

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.



Subcontractor Listing

Date: March 05, 2020

Re: IQC Master Contract #: TX-CT-GC-121819-TCL
Work Order #: 076139.00
Owner PO #:
Title: Williamson County - Gun Range Ammo Building
Contractor: TMG Contracting, LLC
Proposal Value: \$49,543.42

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00

Contractor's Price Proposal - Detail Continues..

Work Order Number: 076139.00

Work Order Title: Williamson County - Gun Range Ammo Building

Excavation

10	01 22 23 00 0213	DAY	5 Ton, Single Smooth Drum, Ride-On Self-Propelled Vibratory Roller With Full-Time Operator						\$3,705.76
			Quantity	Unit Price	Factor	=	Total		
		Installation	4.00 x	747.13 x	1.2400	=	3,705.76		
			Compaction of new material						
11	01 22 23 00 0281	DAY	3,000 LB Capacity, 78" Wide, Tracked Skid-Steer Loader With Full-Time Operator						\$3,627.10
			Quantity	Unit Price	Factor	=	Total		
		Installation	4.00 x	731.27 x	1.2400	=	3,627.10		
			Fine Grading and clean up of site.						
12	01 22 23 00 0344	WK	3/4 CY Hydraulic Excavator With Full-Time Operator						\$4,485.72
			Quantity	Unit Price	Factor	=	Total		
		Installation	1.00 x	3,617.52 x	1.2400	=	4,485.72		
			Excavation and placement of material						
13	01 22 23 00 1375	WK	18 CY Rear Dump Truck With Full-Time Truck Driver						\$4,875.89
			Quantity	Unit Price	Factor	=	Total		
		Installation	1.00 x	3,932.17 x	1.2400	=	4,875.89		
			Import & Export of material						
14	01 71 13 00 0002	EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed Truck Includes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom man lifts with up to 40' boom lengths, etc.						\$815.82
			Quantity	Unit Price	Factor	=	Total		
		Installation	4.00 x	164.48 x	1.2400	=	815.82		
15	01 74 19 00 0030	CY	Excavated Dirt Landfill Dump Fee						\$3,785.93
			Quantity	Unit Price	Factor	=	Total		
		Installation	211.00 x	14.47 x	1.2400	=	3,785.93		
16	31 05 16 00 0010	CY	#7 Stone Aggregate Fill (3/8" To 1/2")						\$16,684.78
			Quantity	Unit Price	Factor	=	Total		
		Installation	211.00 x	63.77 x	1.2400	=	16,684.78		
Subtotal for Excavation									\$41,814.01

Testing

17	01 22 20 00 0048	HR	On-Site Certified Materials Testing Technician						\$1,384.29
			Quantity	Unit Price	Factor	=	Total		
		Installation	18.00 x	62.02 x	1.2400	=	1,384.29		
			Compaction Testing & Lab Work.						
Subtotal for Testing									\$1,384.29

Proposal Total

\$49,543.42

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.