

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
FOR WORK ON
JUVENILE JUSTICE CENTER
GYM FLOOR PROJECT**

(BuyBoard Coop Contract Nos. 560-18 (Sports) & 561-18 (Commercial))

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 **Vector Concepts, Inc. (hereinafter “Service Provider”)**, 9010 N Royal Ln # 110, Irving, TX 75063 (ph. (972) 399-1303). 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 June 22, 2020, which are designated Exhibit “A” and 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 \$91,813.63.**

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 June 22, 2020, which is incorporated herein as if copied in full;
- B. BuyBoard Coop Contract Nos. 560-18 (Sports) & 561-18 (Commercial), including addenda and related documents; 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

Tim Watkins President

Printed Name

Date: July _____ 24, 2020

Exhibit(s)
Statement of Work/Proposal(s) dated June 22, 2020



**VECTOR
CONCEPTS**

9010 N. Royal Lane, Suite 110
Irving Texas 75063
972-399-1303 office 972-790-7535 fax
www.vectorconcepts.com



Proposal

Proposal #
27457
Customer PO
Contract #
Date
6/22/2020
Sales Person1
Chad Warthan
Project Manager

Acct # 2222
For: Fax

Job Site:

WILLIAMSON COUNTY JUVENILE DETENTION CENTER
200 WILCO WAY
GEORGETOWN, TX 78626

WILLIAMSON COUNTY JUVENILE
DETENTION CENTER
200 WILCO WAY
GEORGETOWN, TX 78626

| Quantity | General Information / Description | Unit Cost | Total |
|--------------|--|------------|-------------|
| 6072 SF | DEMO SHEET VINYL AND SCRAPE ADHESIVE (BASE INCLUDED) | \$1.64 | \$9,930.80 |
| 1 EA | DUMPSTER | \$1,800.00 | \$1,800.00 |
| 300 SF | ECORE MOTIVATE - 7.5MM X 4 FT ROLL - TBD WEIGHT AREA- 95% COLOR | \$9.97 | \$2,990.00 |
| 6383.7 SF | GERFLOR TARAFLEX SPORT M+ W/DRY-TEX - TBD GYM FLOOR | \$10.03 | \$64,049.83 |
| 22 BG | UZIN NC 888 PATCHING COMPOUND - 10 LB BAG FLOOR PREP - 1 BAG / 300 SQ. FEET | \$160.36 | \$3,528.00 |
| 1 EA | BASKETBALL GAME LINES, JR HIGH SIDE BASKETBALL VOLLEYBALL GAME LINES PRIMER FOR GAMELINES GAMELINE FREIGHT (1) MAIN BASKETBALL, (1) JR HIGH BASKETBALL, (2) VOLLEYBALL | \$2,940.00 | \$2,940.00 |
| 480 LF | ROPPE CORPORATION BASE - (700) - COVE - ROLL - 4" - TBD WALL BASE | \$1.79 | \$860.00 |
| 1 EA | FREIGHT | \$4,380.00 | \$4,380.00 |
| 1 EA | LOGO @ CENTER JUMP CIRCLE "WCJW", "A FORCE FOR POSITIVE CHANGE" STENCIL FOR LOGO ~ 10' x 10' | \$1,335.00 | \$1,335.00 |

WILLIAMSON COUNTY JUVENILE DETENTION CENTER - GYM FLOOR RENOVATION

EXCLUSIONS:

SALES TAX

-MAJOR FLOOR PREP

-AFTER HOURS / WEEKEND WORK

-MOISTURE TESTING

| Quantity | General Information / Description | Unit Cost | Total |
|----------|-----------------------------------|-----------|-------|
|----------|-----------------------------------|-----------|-------|

Total

| | |
|--------------------|--------------------|
| INVOICE | \$91,813.63 |
| Sales Tax | |
| Grand Total | \$91,813.63 |
| Date | Ck # |
| Deposit | |

PROPOSAL SUBJECT TO CONTRACTUAL AGREEMENT**1926.1153 RESPIRABLE CRYSTALLINE SILICA****OSHA COMPLIANCE FOR TABLE 1 ONLY**

"NOTE" PROPOSAL IS FOR ONE COLOR INSTALLATION UNLESS NOTED OTHERWISE

LEAD TIME:

*10-12 WEEKS FROM ORDER DATE UNLESS CURRENT STOCK IS AVAILABLE (MATERIALS ARE CURRENTLY IN STOCK WITH 7-10 DAY LEAD TIME)

INCLUDED:

*2 YEAR INSTALLATION WARRANTY
 *15 YEAR GERFLOR MANUFACTURER WARRANTY
 *STANDARD WARRANTY 100% RH & 25 LBS MVE
 *ONE BAG FLOOR PREP PER 300 SF OF FLOORING FOR NORMAL FLOOR PREP (SAW CUTS, EXPANSION JOINTS, SMALL HOLES & CRACK NOT FLOOR LEVELING)

TERMS:

*NET 30 DAYS FROM DATE OF INVOICE
 *ALL ORDERS ARE FINAL & NON-CANCELABLE

EXCLUSIONS:

*NO MOISTURE TESTING REQUIRED WITH THE DTX BACKING AND SPECIALTY ADHESIVE
 *PROVIDE AND INSTALL OF VOLLEYBALL SLEEVES (IF APPLICABLE)

JOBSITE CONDITION REQUIREMENTS:

*CONCRETE FIT FOR PURPOSE
 *JOBSITE CONDITIONS REPORT (PROVIDED BY VECTOR CONCEPTS) MUST BE FILLED OUT AND RETURNED PRIOR TO INSTALLATION OF MOISTURE KITS.
 *PERMANENT DOORS, WINDOWS, AND WALLS MUST BE COMPLETE
 *75 DEGREES HVAC CLIMATE CONTROLLED CONDITIONS MUST BE MAINTAINED FOR ONE WEEK PRIOR TO MOISTURE KITS BEING INSTALLED, DURING INSTALLATION PROCESS, AND ONE WEEK AFTER INSTALLATION IS COMPLETE.
 *ALL OTHER TRADES WORK MUST BE COMPLETE INCLUDING ALL OVERHEAD WORK (i.e. basketball goals, lighting, painting, etc....) PRIOR TO FLOOR INSTALLATION
 *SLAB FLATNESS OF 1/8" IN 10' IS REQUIRED
 *NO TRAFFIC (FOOT, ROLLING, ETC) FOR 72 HRS AFTER COMPLETION OF INSTALLATION

Buyer _____ Date _____ Seller  Date 7/29/2020