

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**SERVICES CONTRACT  
FOR  
(Round Rock Building B - Exterior Paint and Elastomeric Coating  
& Related Services)  
(Amstar, Inc. via Sourcewell EZIQC Contract No. TX-CT-GC-121819-AMS)**

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**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 **Amstar, Inc.** (hereinafter “Service Provider”), with mailing address at 1211 Pleasanton Rd., San Antonio, TX 78214. 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.**

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

Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

## II.

**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 Work Order and Statement of Work/Proposal, each dated August 4, 2020 which are incorporated herein as if copied in full;
- B. Sourcewell EZIQC Contract No. TX-CT-GC-121819-AMS; and
- C. Any required insurance certificates evidencing required coverages.

## III.

**No Assignment:** Service Provider may not assign this contract.

## IV.

**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.

## V.

**Consideration and Compensation:** Service Provider will be compensated based on the attached Work Order and Statement of Work/Proposal each dated August 4, 2020 which are incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is \$52,941.53, unless amended by a change order and approved by the Williamson County Commissioners Court.** 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.

## VI.

**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)	\$1,000,000	\$1,000,000
Aggregate policy limits:	\$2,000,000	

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
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Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

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.

## 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.

**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 or she 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 Work Order and Statement of Work/Proposal, each dated August 4, 2020 which are incorporated herein as if copied in full.

## IX.

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

## X.

**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.

## XI.

**Termination:** 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, The County will only be liable for its pro rata share of services rendered and goods actually received.**

## XII.

**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.

### **XIII.**

**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 XI above.

### **XIV.**

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

### **XV.**

**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 Agreement, 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 Agreement 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.

### **XVI.**

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

### **XVII.**

**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.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2020 to be effective as of the date of the last party's execution below.

County:

\_\_\_\_\_  
Hon. Bill Gravell  
Williamson County Judge

Date: \_\_\_\_\_, 20\_\_\_\_

Service Provider:

  
\_\_\_\_\_  
Authorized Representative

Date: August 11, 20 20

Exhibit(s)  
Work Order and Statement of Work/Proposal, each dated August 4, 2020; and  
Sourcewell EZIQC Contract No. TX-CT-GC-121819-AMS  
(Incorporated herein as if copied in full)





## Work Order Signature Document

**Sourcewell EZIQC Contract No.: TX-CT-GC-121819-AMS**

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**New Work Order**



**Modify an Existing Work Order**

Work Order Number.: 081722.00

Work Order Date: 08/04/2020

Work Order Title: Williamson County - Round Rock Building B - Exterior Paint and Elastomeric Coating

Owner Name: Williamson County

Contractor Name: Amstar, Inc.

Contact: Bob Lubecker

Contact: Atanacio Carrisal

Phone: 512-943-1625

Phone:

### 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-AMS.

#### Brief Work Order Description:

Round Rock Building B - Exterior Paint of Barrel Roof and Elastomeric Coating on Exterior Walls.

### Time of Performance

Estimated Start Date:

Estimated Completion Date:

### Liquidated Damages

Will apply:



Will not apply:



**Work Order Firm Fixed Price: \$52,941.53**

Owner Purchase Order Number:

### Approvals

Owner

Date

Contractor

Date

08/05/2020

**Detailed Scope of Work**

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**To:** Atanacio Carrisal  
Amstar, Inc.  
1211 Pleasanton Road  
San Antonio, TX 78214  
No Data Input

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

**Date Printed:** August 04, 2020

**Work Order Number:** 081722.00

**Work Order Title:** Williamson County - Round Rock Building B - Exterior Paint and Elastomeric Coating

**Brief Scope:** Round Rock Building B - Exterior Paint of Barrel Roof and Elastomeric Coating on Exterior Walls.

☐**Preliminary**☐**Revised**☒**Final**

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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.

1. Prep and Paint Metal doors and frames (Exterior only)
2. Remove and replace existing vertical expansion joint caulking in masonry walls.
3. Re-caulk around windows and metal door frames.
4. Seal windows with caulking over existing gaskets. (Exterior only)
5. Prep and paint lintels above windows.
6. Prep and paint handrails.
7. Prep and paint bollards.
8. Paint stucco band around building and also section of parapet wall.
9. Prep and paint metal on barrel roof. (steel framing only, underside of roof excluded)
10. Metal surfaces will be primed and have 2 coats of paint applied.
11. Repair minor sections of stucco on barrel roof columns.
12. Paint barrel roof columns.
13. Install (1) dryer vent cover over AC Pipes on back of building.

Materials to be applied per provided Williamson County Material Specifications:

- MasterProtect EL 750; water based, 100% acrylic, elastomeric, waterproof coating
- MasterSeal: Sealant, Cream 106 (LRV-73). Color to be verified/approved by Willisamson County.

Clarifications:

1. No vinyl gasket work on storefront systems.
2. WILCO will trim all trees around building.
3. Stucco has just been power washed by owner.
4. No painting of gutters or downspouts.

**WORK SCHEDULE:**

Amstar can mobilize within (2) weeks of issuance of Purchase Order and accomplish the project in a (3) week duration.

## Detailed Scope of Work Continues..

**Work Order Number:** 081722.00

**Work Order Title:** Williamson County - Round Rock Building B - Exterior Paint and Elastomeric Coating

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



08/05/2020

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Contractor

Date

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Owner

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Date

## Contractor's Price Proposal - Summary

**Date:** August 04, 2020

**Re:** IQC Master Contract #: TX-CT-GC-121819-AMS  
Work Order #: 081722.00  
Owner PO #:  
Title: Williamson County - Round Rock Building B - Exterior Paint and Elastomeric Coating  
Contractor: Amstar, Inc.  
Proposal Value: \$52,941.53

<b>Barrel Roof Metal</b>	<b>\$1,913.68</b>
<b>Bollards</b>	<b>\$53.48</b>
<b>Caulking Joints/Windows</b>	<b>\$7,634.09</b>
<b>Hand Rails</b>	<b>\$120.84</b>
<b>Lift</b>	<b>\$7,788.52</b>
<b>Lintels</b>	<b>\$160.62</b>
<b>Metal Doors</b>	<b>\$269.15</b>
<b>Metal Frames</b>	<b>\$106.29</b>
<b>No Category Input</b>	<b>\$2,486.52</b>
<b>Stucco Repair on Columns</b>	<b>\$703.03</b>
<b>Vinyl Gasket on Windows</b>	<b>\$330.72</b>
<b>Waterproofing Paint</b>	<b>\$31,374.59</b>
<b>Proposal Total</b>	<b>\$52,941.53</b>

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

## Contractor's Price Proposal - Detail

Date: August 04, 2020

Re: IQC Master Contract #: TX-CT-GC-121819-AMS  
 Work Order #: 081722.00  
 Owner PO #:  
 Title: Williamson County - Round Rock Building B - Exterior Paint and Elastomeric Coating  
 Contractor: Amstar, Inc.  
 Proposal Value: \$52,941.53

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
<b>Barrel Roof Metal</b>					
1	09 91 13 00 0479		SF	Paint Exterior Miscellaneous Metal Surfaces, 2 Coats Alkyd Enamel, Brush/Roller Work	\$1,567.24
			Installation	Quantity 1,327.00 x Unit Price 0.95 x Factor 1.2432 = Total 1,567.24	
2	09 91 43 00 0017		SF	Hand Scraping And Sanding, Metal Surfaces, Surface Preparation	\$346.44
			Installation	Quantity 1,327.00 x Unit Price 0.21 x Factor 1.2432 = Total 346.44	
<b>Subtotal for Barrel Roof Metal</b>					<b>\$1,913.68</b>
<b>Bollards</b>					
3	09 91 13 00 0342		LF	Paint Steel Pipes 10" To 12" Diameter, 2 Coats	\$53.48
			Installation	Quantity 18.00 x Unit Price 2.39 x Factor 1.2432 = Total 53.48	
<b>Subtotal for Bollards</b>					<b>\$53.48</b>
<b>Caulking Joints/Windows</b>					
4	07 92 13 00 0013		CLF	1/2" x 1" Joint, Silicone Sealant And Caulking	\$7,634.09
			Installation	Quantity 13.00 x Unit Price 431.93 x Factor 1.2432 = Total 6,980.68	
			Demolition	Quantity 13.00 x Unit Price 40.43 x Factor 1.2432 = Total 653.41	
<b>Subtotal for Caulking Joints/Windows</b>					<b>\$7,634.09</b>
<b>Hand Rails</b>					
5	09 91 13 00 0376		LF	Paint Pipe Rail And Pickets, 2 Rails, 2 Coats Alkyd Enamel, Brush/Roller Work	\$120.84
			Installation	Quantity 60.00 x Unit Price 1.62 x Factor 1.2432 = Total 120.84	
<b>Subtotal for Hand Rails</b>					<b>\$120.84</b>
<b>Lift</b>					
6	01 22 23 00 0005		DAY	40' Engine Powered, Telescoping Boom Man Lift With Platform	\$7,788.52
			Installation	Quantity 15.00 x Unit Price 417.66 x Factor 1.2432 = Total 7,788.52	
<b>Subtotal for Lift</b>					<b>\$7,788.52</b>
<b>Lintels</b>					
7	09 91 13 00 0479		SF	Paint Exterior Miscellaneous Metal Surfaces, 2 Coats Alkyd Enamel, Brush/Roller Work	\$160.62
			Installation	Quantity 136.00 x Unit Price 0.95 x Factor 1.2432 = Total 160.62	

## Contractor's Price Proposal - Detail Continues..

Work Order Number: 081722.00

Work Order Title: Williamson County - Round Rock Building B - Exterior Paint and Elastomeric Coating

**Subtotal for Lintels \$160.62**

### Metal Doors

8	09 91 13 00 0230	EA	Paint Exterior Metal Door, One Face, 2 Coats Paint, Brush/Roller Work						\$269.15
			Quantity	Unit Price	Factor	=	Total		
		Installation	5.00 x	43.30 x	1.2432	=	269.15		

**Subtotal for Metal Doors \$269.15**

### Metal Frames

9	09 91 13 00 0226	LF	Paint Exterior Metal Door Frame And Trim, 2 Coats Paint, Brush/Roller Work						\$106.29
			Quantity	Unit Price	Factor	=	Total		
		Installation	95.00 x	0.90 x	1.2432	=	106.29		

**Subtotal for Metal Frames \$106.29**

### No Category Input

10	07 91 26 00 0006	LF	1" x 1" Butyl Rubber Filler						\$2,486.52
			Quantity	Unit Price	Factor	=	Total		
		Installation	565.00 x	3.54 x	1.2432	=	2,486.52		

**Subtotal for No Category Input \$2,486.52**

### Stucco Repair on Columns

11	09 01 20 91 0024	SF	>10 To 50 SF, Chip, Clean And Repair Plaster/Stucco						\$703.03
			Quantity	Unit Price	Factor	=	Total		
		Installation	50.00 x	11.31 x	1.2432	=	703.03		

**Subtotal for Stucco Repair on Columns \$703.03**

### Vinyl Gasket on Windows

12	08 72 33 00 0183	LF	1/4" Vinyl Insert, 1-1/2" Width, 1/4" Height, Head Section, Heavy Duty, Mill Aluminum Retainer, Perimeter Gasketing Weather-Strip (Pemko 2891AV)						\$330.72
			Quantity	Unit Price	Factor	=	Total		
		Installation	0.00 x	8.64 x	1.2432	=	0.00		
		Demolition	283.00 x	0.94 x	1.2432	=	330.72		

**Subtotal for Vinyl Gasket on Windows \$330.72**

### Waterproofing Paint

13	07 24 13 00 0027	SF	Flexible Elastomeric, 100% Acrylic-Based Textured Finish Coat For Exterior Insulation Finishing Systems (EIFS) (Dryvit Weatherlastic®)						\$33,267.88
			Quantity	Unit Price	Factor	=	Total		
		Installation	10,878.00 x	2.46 x	1.2432	=	33,267.88		
14	07 24 13 00 0027 0343	MOD	For >5,000, Deduct						-\$1,893.29
			Quantity	Unit Price	Factor	=	Total		
		Installation	10,878.00 x	-0.14 x	1.2432	=	-1,893.29		

**Subtotal for Waterproofing Paint \$31,374.59**

**Proposal Total \$52,941.53**

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

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**Date:** August 04, 2020

**Re:** IQC Master Contract #: TX-CT-GC-121819-AMS  
Work Order #: 081722.00  
Owner PO #:  
Title: Williamson County - Round Rock Building B - Exterior Paint and Elastomeric Coating  
Contractor: Amstar, Inc.  
Proposal Value: \$52,941.53

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