

THE STATE OF TEXAS           §

COUNTY OF WILLIAMSON §

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**SERVICES CONTRACT  
FOR  
WILLIAMSON COUNTY EXPOSITION  
CENTER ROOF REPAIRS  
(Prefabricated Metal Building  
and Related Items)  
(TIPS #210205)  
(The Roof Co. Waco LLC)**

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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 SERVICES CONTRACT** (hereinafter “Contract”) is made and entered into by and between Williamson County, Texas (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **The Roof Co. Waco LLC**, with mailing address at 141 Woods Ln., Bruceville, TX 76630 (phone 254-722-0833) (hereinafter “Contractor”). The County agrees to engage Contractor as an independent contractor, to assist in providing certain services pursuant to the following terms, conditions, and restrictions:

**I.**

**Services:** Contractor shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Contractor 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 Williamson County Exposition Center Roof Repairs Project (the “Project”):

- A. As described in the attached Statement of Services/Proposal, dated April 27, 2021, being marked as Exhibit “A,” which is incorporated herein as if copied in full.**

Should the County choose to add services in addition to those described in Exhibit “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. Contractor 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.

**A. Contract Time:** Contractor shall achieve Substantial Completion of the Services **on or before July 5, 2021**; however, the Substantial Completion Date may be extended as set out herein by approved Change Orders. Unless otherwise specified in writing, Contractor shall achieve Final Completion within **thirty (30) calendar days** of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

Substantial Completion is the stage in the progress of the Project when the Services or designated portion thereof is sufficiently complete so that the County can occupy or utilize the Project for its intended use; provided, however, that as a condition precedent to Substantial Completion, the County has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project. When the Contractor considers that the Services, or a portion thereof which the County agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the County a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Services in accordance with the Contract Documents. Upon receipt of the Contractor's punch list, the County will examine the Services to determine whether the Services or designated portion thereof is substantially complete. If the County's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the County. In such case, the Contractor shall then submit a request for another examination by the County to determine Substantial Completion. When the Services or designated portion thereof is substantially complete, the County will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within **thirty (30) calendar days** of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the County and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

**B. Liquidated Damages:** For each consecutive calendar day after the date of Substantial Completion that the Project is not substantially completed, the County may deduct the amount of:

**Seven Hundred Fifty Dollars per calendar day (\$750/calendar day)**

from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the County will sustain for late completion. The parties stipulate and agree that calculating County's actual damages for late completion of the Project would be impractical, unduly burdensome, and cause

unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

**C. Modification of Contract Time:** A delay defined herein as excusable prevents the Contractor from completing the Services within the Contract Time, the Contractor shall be entitled to an extension of time. The Contract Time shall be extended by the number of calendar days lost by reason of excusable delay, as measured by the Contractor's progress schedule (or current update). All extensions of time shall be given in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities, or which consume only float without delaying the project completion date.

1. Time Extensions for Weather Days. A "Weather Day" is a day on which the Contractor's current schedule indicates Services is to be done, on which inclement weather and related Site conditions prevented the Contractor from performing seven continuous hours of Services between the hours of 7:00 AM and 6:00 PM. Weather days are excusable non-compensable delays. When weather conditions at the site prevent work from proceeding, the Contractor shall immediately notify the County's project manager so conditions can be confirmed by the County. At the end of each week, the Contractor shall submit to the County's project manager a list of Weather Days occurring in that week. The County shall meet with the Contractor to discuss and resolve any disagreements concerning the number of Weather Days that have directly impacted the Contract Time. Upon County and Contractor agreement, any time extension granted will be issued by Change Order. The Contractor's sole relief for delay for Weather Days will be a time extension.
2. Non-Weather Excusable Non-compensable Delay. The Contractor shall be entitled only to an extension of time for unforeseeable delays not within the control of or not arising from the fault of either the Contractor or the County caused by the following:
  - a. Unusual delay in the delivery of materials, components or equipment to be incorporated into the work;
  - b. Strikes and labor disputes (but not the availability of adequately skilled labor, unless such impact is caused solely by the conduct of the County);
  - c. Physical damage to the work caused by circumstances beyond the control of the Contractor;
  - d. War, civil unrest or insurrection;
  - e. Other unforeseeable causes beyond the control of either the Contractor or the County.
3. Excusable Compensable Delay. The Contractor shall be entitled to an equitable adjustment of cost as well as a time extension, issued via change order, for delays caused by the following:
  - a. Failure of the County to provide information required by the Contractor to proceed with the Services in a timely manner;
  - b. Detrimental or obstructive actions of separate contractors employed by the County;
  - c. Failure of the County to provide access to the Project site of the Services;
  - d. Failure of the County to provide materials which are to be furnished by the County consistent with the Contractor's progress schedule;
  - e. Errors, omissions and imperfections in design which County's architect/engineer corrects by means of changes in the drawings and specifications; or

- f. Changes in the work ordered by the County or the architect/engineer.

### III.

**Consideration and Compensation:** Contractor will be compensated based on a fixed sum for the specific Project herein. The amount of compensation paid to Contractor shall be capped and paid at **\$454,306.76, unless amended by a change order and approved by the Williamson County Commissioners Court,** upon Final Completion. 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:** Contractor 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. Workers 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
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

Contractor, as an independent contractor, meets the qualifications of an “Independent Contractor” under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker’s compensation coverage. Contractor 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, Contractor shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

## V.

**Entire Contract & Incorporated Documents; Conflicting Terms:** 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. Williamson County Vendor Reimbursement Policy, which is labeled Exhibit “A” and incorporated herein as if copied in full;**
- B. Statement of Work/Proposal, dated April 27, 2021, which is labeled Exhibit “B” and incorporated herein as if copied in full;**
- C. TIPS Contact #210205; and**
- D. Any required insurance certificates evidencing required coverages.**

**The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.**

## VI.

**No Agency Relationship & Indemnification:** It is understood and agreed that Contractor shall not in any sense be considered a partner or joint venturer with the County, nor shall Contractor 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. Contractor 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 Contractor or failure to act relating to the services being provided.

## VII.

**INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR 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 CONTRACTOR, 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 PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES. CONTRACTOR 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, CONTRACTOR 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 SERVICES DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR 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:** Contractor 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.

**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.**

**Effective Date and Term:** This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until Project completion or when terminated pursuant to this Contract.

**XIII.**

**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.

**XIV.**

**Right to Audit:** Contractor 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 Contractor which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that the County shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Contractor reasonable advance notice of intended audits.

**XV.**

**Confidentiality:** Contractor 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.

**XVI.**

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

**XVII.**

**No Assignment:** Contractor 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:**

*Judge Bill Gravell Jr.*

Judge Bill Gravell Jr. (May 12, 2021 15:15 CDT)

Authorized Signature

Judge Bill Gravell Jr.

Printed Name

Date: May 12, 2021 \_\_\_\_, 20\_\_

**SERVICE PROVIDER:**

**The Roof Co. Waco LLC**

*Erin Montgomery*

Authorized Signature

Erin Montgomery

Printed Name

Date: March \_\_\_\_, 2021



## **Exhibit “A”**

# **Williamson County Vendor Reimbursement Policy**

The purpose of this Williamson County Vendor Reimbursement Policy (“Policy”) is to provide clear guidelines to vendors on Williamson County’s expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

### **1. Invoices and Affidavits**

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e., reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3 Upon County’s request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

### **2. Travel Reimbursement**

- 2.1 The County will only cover costs associated with travel on vendors outside a 50-mile radius from Williamson County, Texas.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The

- only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.
- 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e., vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate; rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8 Additional expenses associated with travel that is extended to save costs (i.e., Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e., no spouse, friends or family members).
- 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

### 3. Meals

- 3.1 Meal reimbursements are limited to a maximum of \$50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$20.00 per day. The travel must be outside the Williamson County, Texas line by a 50-mile radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50-mile radius of Williamson County, Texas that are capable of carrying the

vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50-mile radius of Williamson County, Texas.

- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
- 3.6 No meals purchased for entertainment purposes will be allowed.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

#### 4. Lodging

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
- 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

#### 5. Airfare

- 5.1 The County will only reimburse up to a coach price fare for air travel.
- 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e., early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.
- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

#### 6. Car Rental

- 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
- 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

- 6.6 Insurance purchased when renting vehicle may also be reimbursed.
- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

## 7. Personal Car Usage

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
  - 7.2.1.1 Date
  - 7.2.1.2 Destination
  - 7.2.1.3 Purpose
  - 7.2.1.4 Name of traveler(s)
  - 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50-mile radius.
- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

## 8. Other Expenses

- 8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

## 9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the

right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

#### **10. Non-Reimbursable Expenses**

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls
- 10.3 Laundry service
- 10.4 Valet service (excludes hotel valet)
- 10.5 Movie rentals
- 10.6 Damage to personal items
- 10.7 Flowers/plants
- 10.8 Greeting cards
- 10.9 Fines and/or penalties
- 10.10 Entertainment, personal clothing, personal sundries and services
- 10.11 Transportation/mileage to places of entertainment or similar personal activities
- 10.12 Upgrades to airfare, hotel and/or car rental
- 10.13 Airport parking above the most affordable rate available
- 10.14 Excessive weight baggage fees or cost associated with more than two airline bags
- 10.15 Auto repairs
- 10.16 Babysitter fees, kennel costs, pet or house-sitting fees
- 10.17 Saunas, massages or exercise facilities
- 10.18 Credit card delinquency fees or service fees
- 10.19 Doctor bills, prescription and other medical services
- 10.20 Hand tools
- 10.21 Safety Equipment (hard hats, safety vests, etc.)
- 10.22 Office Supplies
- 10.23 Lifetime memberships to any association
- 10.24 Donations to other entities
- 10.25 Any items that could be construed as campaigning
- 10.26 Community outreach items exceeding \$2 per item
- 10.27 Technology Fees
- 10.28 Sales tax on goods purchased
- 10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

**Exhibit “B”**  
**Statement of Work/Proposal**

# EXPO Roof Repair

Final Audit Report

2021-05-12

Created:	2021-05-12
By:	Andrea Schiele (aschiele@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAseG62YNljv977GEFeFXfAdzb8h-Rc4Af

## "EXPO Roof Repair" History

-  Document created by Andrea Schiele (aschiele@wilco.org)  
2021-05-12 - 4:26:10 PM GMT- IP address: 74.192.143.86
-  Document emailed to Judge Bill Gravell Jr. (bgravell@wilco.org) for signature  
2021-05-12 - 4:28:29 PM GMT
-  Email viewed by Judge Bill Gravell Jr. (bgravell@wilco.org)  
2021-05-12 - 8:15:18 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Judge Bill Gravell Jr. (bgravell@wilco.org)  
Signature Date: 2021-05-12 - 8:15:43 PM GMT - Time Source: server- IP address: 47.220.179.5
-  Agreement completed.  
2021-05-12 - 8:15:43 PM GMT



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Client: Williamson County Expo - Repair  
Property: 5350 Bill Pickett Trail  
Taylor, TX 76574

Operator: AUSTIN

Estimator: Austin Montgomery  
Position: Founder  
Company: The Roof Co. Waco

Cellular: (254) 722-0833  
E-mail: Austin@theroofcowaco.com

Type of Estimate: Collapse  
Date Entered: 4/5/2021                      Date Assigned:  
Date Est. Completed: 4/29/2021              Date Job Completed:

Price List: TXAU8X\_APR21  
Labor Efficiency: Restoration/Service/Remodel  
Estimate: FULLREBUILD

TIPS JOC Contract Number RCSP 210205 Trades, Labor & Material

Projected Mobilization Date: Week of 5/10/2021  
Projected Completion Of Enclosed Section: 5/28/2021  
Overall Projected Completion: Week of 6/1/2021

\*This is all contingent on the availability and delivery times of materials. Due to the shortage of galvanized purlins we will have to use Primed purlins and cold galvanize the purlins.

Please be mindful we will push production as fast as possible, but we can not control weather delays, supplier delays etc. The Roof Co. Waco LLC will not be held financially responsible for these delays.

Quote does not include the following:

- Engineered plans/shop drawings
- Third party testings
- Submittal's
- Manufacturer warranties
- Taxes
- Bonds
- Any MEP replacements \*only manipulation for repairs



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**FULLREBUILD****General Conditions**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
42. Commercial Supervision / Project Management - per hour	300.00 HR @	70.00 =	21,000.00
55. Onsite Competent Person - Safety	300.00 HR @	49.07 =	14,721.00
61. Travel/Per Diem - Fuel Charges - Lodging	1.00 EA @	13,155.60 =	13,155.60

**Equipment**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
48. Dumpster load - Approx. 40 yards, 7-8 tons of debris	4.00 EA @	742.07 =	2,968.28
46. Boom lift - 50'-60' reach (per month) 2 lifts	2.00 MO @	3,130.00 =	6,260.00
47. Scissor lift - 32' platform height (per month)	3.00 MO @	2,115.00 =	6,345.00

**Protection**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
14. Floor protection To protect interior floor during repair	6,402.00 SF @	1.13 =	7,234.26
57. Containment & Floor Protection Removal	17,346.00 SF @	0.15 =	2,601.90
16. Containment Barrier To protect interior finishes during repair	10,944.00 SF @	1.02 =	11,162.88

**MeP**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
18. Electrician - per hour	80.00 HR @	125.01 =	10,000.80
20. Electrician - General Laborer - per hour	80.00 HR @	34.25 =	2,740.00
23. Plumber - General Laborer - per hour	80.00 HR @	34.25 =	2,740.00
21. Plumber - per hour	80.00 HR @	137.02 =	10,961.60

**Demo**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
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**CONTINUED - Demo**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. Remove Metal roofing - Premium grade	8,518.00 SF @	1.42 =	12,095.56
Demo section (column line N to P) of existing roof to expose structural framing			
24. Remove Gutter / downspout - box - aluminum - 7" to 8"	254.00 LF @	2.42 =	614.68
26. Remove Ridge cap - metal roofing	80.00 LF @	3.49 =	279.20
30. Remove Closure strips for metal roofing - inside and/or outside	160.00 LF @	1.70 =	272.00
11. Skylight - double dome - Detach & reset	8.00 EA @	304.98 =	2,439.84
9. Remove Prefabricated metal building - per SF	8,518.00 SF @	1.49 =	12,691.82
6. Remove Additional charge for high roof (2 stories or greater)	85.18 SQ @	4.47 =	380.75
8. Remove Batt insulation - 10" - R30 - unfaced batt	8,518.00 SF @	0.31 =	2,640.58
4. Remove Batt insulation - 10" - R30 - paper / foil faced	8,518.00 SF @	0.31 =	2,640.58

**Build Back**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
31. Metal roofing - Premium grade	8,518.00 SF @	10.23 =	87,139.14
Demo section (column line N to P) of existing roof to expose structural framing			
32. Gutter / downspout - box - aluminum - 7" to 8"	254.00 LF @	19.88 =	5,049.52
33. Ridge cap - metal roofing	80.00 LF @	5.92 =	473.60
34. Steel bird stop eave closure strip - standing seam roof	160.00 LF @	7.41 =	1,185.60
36. Install Skylight - double dome - Detach	8.00 EA @	104.98 =	839.84
58. Prefabricated metal building - per SF	8,518.00 SF @	10.57 =	90,035.26
60. Additional charge for high roof (2 stories or greater)	85.18 SQ @	21.33 =	1,816.89
39. Batt insulation - 10" - R30 - unfaced batt	8,518.00 SF @	1.19 =	10,136.42
41. Paint the surface area - one coat - to paint batt insulation black	4,207.00 SF @	0.62 =	2,608.34
40. Batt insulation - 10" - R30 - paper / foil faced	8,518.00 SF @	1.39 =	11,840.02
53. Soffit - metal	1,624.00 SF @	6.11 =	9,922.64
51. Miscellaneous metal framing/accessories for soffit & fascia	1,624.00 SF @	7.14 =	11,595.36

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### Summary

Line Item Total	378,588.96
Overhead	37,858.90
Profit	37,858.90
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<b>Replacement Cost Value</b>	<b>\$454,306.76</b>
<b>Net Claim</b>	<b>\$454,306.76</b>
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Austin Montgomery  
Founder