

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
FOR**

**(Georgetown Annex Water Softener Room Build-Out)
(Amstar, Inc. via Sourcewell Contract No. TX-CT-GC-121819-AMS)**

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: 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.

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 July 26, 2021 which are incorporated herein as if copied in full;
- B. Sourcewell 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 July 26, 2021 which are incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is \$30,549.25, 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
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 July 26, 2021 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 workspace 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.

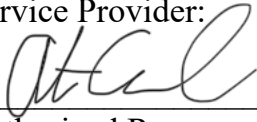
Executed this ____ day of _____, 2021 to be effective as of the date of the last party's execution below.

County:

Hon. Bill Gravell
Williamson County Judge

Date: _____, 20____

Service Provider:



Authorized Representative

Date: August 11, 2021

Exhibit(s)
Work Order and Statement of Work/Proposal, dated July 26, 2021; and
Sourcewell Contract No. TX-CT-GC-121819-AMS
(Incorporated herein as if copied in full)

Detailed Scope of Work

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

From: Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626
512-943-1625

Date Printed: July 26, 2021

Work Order Number: 095262.00

Work Order Title: Williamson County - Georgetown Annex Water Softener Room Build-Out

Brief Scope: Installation of new water softener at 100 Wilco Way per issued plans and specifications.

☐**Preliminary**☐**Revised**☒**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.

Installation of new water softener at 100 Wilco Way per issued plans and specifications.

Scope Documents

Drawing Title: Williamson County Georgetown Annex Water Softener Room Build-Out

Drawing Date: 1-Jun-21

EOR: K&W Engineering Solutions

(4) Plan Pages: E-101, E-301, P-101, P-201

Exclusions:

- Work to be performed during normal business hours.
- No work not specified in the above scope of work.
- All haul off included.
- No handling or disposal of hazardous materials.
- We exclude all unforeseen conditions.6. Electric.

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



Contractor**08/11/21**

Date

Owner

Date

Contractor's Price Proposal - Summary

Date: July 26, 2021

Re: IQC Master Contract #: TX-CT-GC-121819-AMS
Work Order #: 095262.00
Owner PO #:
Title: Williamson County - Georgetown Annex Water Softener Room Build-Out
Contractor: Amstar, Inc.
Proposal Value: \$30,549.25

Section - 01	\$3,422.47
Section - 02	\$893.28
Section - 03	\$55.91
Section - 05	\$280.49
Section - 07	\$82.49
Section - 22	\$21,987.54
Section - 23	\$3,328.20
Section - 33	\$498.87
Proposal Total	\$30,549.25

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

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: July 26, 2021

Re: IQC Master Contract #: TX-CT-GC-121819-AMS
 Work Order #: 095262.00
 Owner PO #:
 Title: Williamson County - Georgetown Annex Water Softener Room Build-Out
 Contractor: Amstar, Inc.
 Proposal Value: \$30,549.25

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		

Section - 01

1	01	22	20	00	0003	HR	Insulator	For tasks not included in the Construction Task Catalog® and as directed by owner only.									\$490.91
						Installation	Quantity	8.00	x	Unit Price	49.36	x	Factor	1.2432	=	Total	490.91
							Reflects minimum quantity										
2	01	22	20	00	0008	HR	Cement Mason	For tasks not included in the Construction Task Catalog® and as directed by owner only.									\$449.74
						Installation	Quantity	8.00	x	Unit Price	45.22	x	Factor	1.2432	=	Total	449.74
							Reflects minimum quantity										
3	01	22	20	00	0024	HR	Plumber	For tasks not included in the Construction Task Catalog® and as directed by owner only.									\$2,165.75
						Installation	Quantity	32.00	x	Unit Price	54.44	x	Factor	1.2432	=	Total	2,165.75
							2 people for 20 hours										
4	01	45	23	00	0061	EA	Concrete Mix Design Review										\$316.07
						Installation	Quantity	1.00	x	Unit Price	254.24	x	Factor	1.2432	=	Total	316.07
5	01	56	16	00	0089	EA	36" x 60", 30 Layer Sticky Mat										\$0.00
						Installation	Quantity	0.00	x	Unit Price	81.52	x	Factor	1.2432	=	Total	0.00
6	01	74	19	00	0012	EA	10 CY Dumpster (1.5 Ton) "Construction Debris"	Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.									\$0.00
						Installation	Quantity	0.00	x	Unit Price	476.99	x	Factor	1.2432	=	Total	0.00

Subtotal for Section - 01 **\$3,422.47**

Section - 02

7	02	41	19	13	0097	EA	Drill 2" Diameter Core In >4" To 6" Concrete					\$43.86
						Installation	Quantity		Unit Price		Factor	Total
							1.00	x	35.28	x	1.2432	43.86
8	02	41	19	13	0099	EA	Drill 4" Diameter Core In >4" To 6" Concrete					\$67.52
						Installation	Quantity		Unit Price		Factor	Total
							1.00	x	54.31	x	1.2432	67.52
9	02	41	19	13	0100	EA	Drill 6" Diameter Core In >4" To 6" Concrete					\$89.14
						Installation	Quantity		Unit Price		Factor	Total
							1.00	x	71.70	x	1.2432	89.14
10	02	41	19	13	0103	EA	Drill 12" Diameter Core In >4" To 6" Concrete					\$180.82
						Installation	Quantity		Unit Price		Factor	Total
							1.00	x	145.45	x	1.2432	180.82

Contractor's Price Proposal - Detail Continues..

Work Order Number: 095262.00

Work Order Title: Williamson County - Georgetown Annex Water Softener Room Build-Out

Section - 02

11	02	41	19	13	0333	EA	Core Drill Minimum ChargeFor projects where the total core drilling charge is less than the minimum charge, use task "Minimum Charge For Core Drilling" exclusively. Task "Minimum Charge For Core Drilling" should not be used in conjunction with any other tasks in this section. Does not apply to sections "Drilling In Concrete Per Inch Of Depth" or "Drilling In Brick Or Block Per Inch Of Depth".					\$511.94
						Installation	Quantity	Unit Price	Factor	=	Total	
							1.00	411.79	1.2432		511.94	

Subtotal for Section - 02

\$893.28

Section - 03

12	03	15	13	16	0004	LF	1" x 3/4" Bentonite Waterstop					\$18.42
						Installation	Quantity	Unit Price	Factor	=	Total	
							2.00	7.41	1.2432		18.42	
13	03	30	53	00	0007	CF	Hand Mix And Place ConcreteFor use where conventional equipment access is limited or when directed by the owner.					\$37.49
						Installation	Quantity	Unit Price	Factor	=	Total	
							2.00	15.08	1.2432		37.49	

Subtotal for Section - 03

\$55.91

Section - 05

14	05	12	23	00	0043	TON	1/2" To 5" Diameter Standard Weight Pipe					\$280.49
						Installation	Quantity	Unit Price	Factor	=	Total	
							0.05	4,512.42	1.2432		280.49	

Subtotal for Section - 05

\$280.49

Section - 07

15	07	84	13	19	0008	EA	2" Diameter Hole With 1" Pipe, Sealed With Intumescent Firestop Sealant (3M CP 25WB+)					\$14.84
						Installation	Quantity	Unit Price	Factor	=	Total	
							1.00	11.94	1.2432		14.84	
16	07	84	13	19	0038	EA	6" Diameter Hole With 2-1/2" Pipe, Sealed With Intumescent Firestop Sealant (3M CP 25WB+)					\$67.65
						Installation	Quantity	Unit Price	Factor	=	Total	
							1.00	54.42	1.2432		67.65	

Subtotal for Section - 07

\$82.49

Section - 22

17	22	07	19	00	0052	LF	4" Diameter Pipe, 2" Thick, Fiberglass Insulation With All Service Jacket (ASJ)					\$222.41
						Installation	Quantity	Unit Price	Factor	=	Total	
							10.00	15.77	1.2432		196.05	
						Demolition	10.00	2.12	1.2432		26.36	
18	22	07	19	00	0152	LF	2" Diameter Pipe, 1" Thick Foamglas Insulation					\$479.63
						Installation	Quantity	Unit Price	Factor	=	Total	
							30.00	12.86	1.2432		479.63	
19	22	07	19	00	0154	LF	3" Diameter Pipe, 1" Thick Foamglas Insulation					\$417.84
						Installation	Quantity	Unit Price	Factor	=	Total	
							20.00	15.39	1.2432		382.66	
						Demolition	10.00	2.83	1.2432		35.18	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 095262.00

Work Order Title: Williamson County - Georgetown Annex Water Softener Room Build-Out

Section - 22

20	22	11	16	00	0858	LF	2" Inside Diameter Copper Pipe/Tubing Type L AssemblyIncludes all hangers and couplings, elbow, tee, reducer fittings. All hangers are complete assemblies. Not for use where detail is available.								\$1,029.74
						Installation	Quantity	Unit Price	Factor	=	Total				
							30.00	x	27.61	x	1.2432	=	1,029.74		
21	22	11	16	00	0860	LF	3" Inside Diameter Copper Pipe/Tubing Type L AssemblyIncludes all hangers and couplings, elbow, tee, reducer fittings. All hangers are complete assemblies. Not for use where detail is available.								\$1,193.10
						Installation	Quantity	Unit Price	Factor	=	Total				
							20.00	x	45.21	x	1.2432	=	1,124.10		
						Demolition	10.00	x	5.55	x	1.2432	=	69.00		
22	22	11	16	00	0876	LF	4" Schedule 80 Chlorinated Polyvinyl Chloride (CPVC) Pressure Pipe								\$377.19
						Installation	Quantity	Unit Price	Factor	=	Total				
							10.00	x	28.27	x	1.2432	=	351.45		
						Demolition	10.00	x	2.07	x	1.2432	=	25.73		
23	22	11	16	00	0888	EA	4" Schedule 80 Chlorinated Polyvinyl Chloride (CPVC) 90 Degree Elbow								\$317.21
						Installation	Quantity	Unit Price	Factor	=	Total				
							2.00	x	127.58	x	1.2432	=	317.21		
24	22	11	16	00	0924	EA	4" Schedule 80 Chlorinated Polyvinyl Chloride (CPVC) Cross								\$173.55
						Installation	Quantity	Unit Price	Factor	=	Total				
							1.00	x	139.60	x	1.2432	=	173.55		
25	22	11	16	00	0924	0234	MOD	For Work In Restricted Working Space, Add							\$29.49
						Installation	Quantity	Unit Price	Factor	=	Total				
							1.00	x	23.72	x	1.2432	=	29.49		
26	22	11	16	00	0977	EA	4" Schedule 80 Chlorinated Polyvinyl Chloride (CPVC) Couplings								\$182.03
						Installation	Quantity	Unit Price	Factor	=	Total				
							2.00	x	73.21	x	1.2432	=	182.03		
27	22	11	16	00	0977	0234	MOD	For Work In Restricted Working Space, Add							\$11.06
						Installation	Quantity	Unit Price	Factor	=	Total				
							1.00	x	8.90	x	1.2432	=	11.06		
28	22	13	16	00	0509	LF	4" Schedule 40 Polyvinyl Chloride (PVC) DWV Pipe AssemblyIncludes all fittings, couplings and hangers. Fittings are assumed every 10'. Not for use where detail is available.								\$302.97
						Installation	Quantity	Unit Price	Factor	=	Total				
							10.00	x	24.37	x	1.2432	=	302.97		
29	22	13	16	00	0509	0124	MOD	For Work In Restricted Working Space, Add							\$46.50
						Installation	Quantity	Unit Price	Factor	=	Total				
							10.00	x	3.74	x	1.2432	=	46.50		
30	22	31	16	00	0034	EA	150,000 Grain Capacity, 2" Pipe Connection, Duplex Alternating (Two Valves), Commercial Water Softener With Fiberglass Tanks (Watts Pure Water PWS20131F21)								\$17,204.82
						Installation	Quantity	Unit Price	Factor	=	Total				
							1.00	x	13,839.14	x	1.2432	=	17,204.82		

Subtotal for Section - 22

\$21,987.54

Section - 23

31	23	05	23	00	0162	EA	2" Threaded Or Sweated, 3-Way, 125 LB, Regular Port, Carbon Steel Trim, Brass Body, Ball Valve								\$780.12
						Installation	Quantity	Unit Price	Factor	=	Total				
							3.00	x	209.17	x	1.2432	=	780.12		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 095262.00

Work Order Title: Williamson County - Georgetown Annex Water Softener Room Build-Out

Section - 23

32	23 05 23 00 0180	EA	2" Diameter, Wye Strainer, Union With Two Pressure Ports, Ball Valve						\$653.56
			Quantity	Unit Price	Factor	=	Total		
		Installation	1.00 x	525.71 x	1.2432	=	653.56		
33	23 05 23 00 1036	EA	3" NPT Flow Control Valve, Iron And Bronze, Water Balancing Valve With Pressures Up To 300 PSIG						\$1,894.52
			Quantity	Unit Price	Factor	=	Total		
		Installation	1.00 x	1,523.91 x	1.2432	=	1,894.52		

Subtotal for Section - 23	\$3,328.20
----------------------------------	-------------------

Section - 33

34	33 01 10 58 0002	EA	Setting Up And Removing Equipment For Water Main Disinfection/Sterilization, Gas Chlorination Method						\$493.65
			Quantity	Unit Price	Factor	=	Total		
		Installation	1.00 x	397.08 x	1.2432	=	493.65		
35	33 01 10 58 0004	LF	Up To 4" Diameter Pipe Water Main Disinfection/Sterilization						\$5.22
			Quantity	Unit Price	Factor	=	Total		
		Installation	30.00 x	0.14 x	1.2432	=	5.22		

Subtotal for Section - 33	\$498.87
----------------------------------	-----------------

Proposal Total	\$30,549.25
-----------------------	--------------------

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

The Percentage of NPP on this Proposal: %



Subcontractor Listing

Date: July 26, 2021

Re: IQC Master Contract #: TX-CT-GC-121819-AMS
Work Order #: 095262.00
Owner PO #:
Title: Williamson County - Georgetown Annex Water Softener Room Build-Out
Contractor: Amstar, Inc.
Proposal Value: \$30,549.25

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



Work Order Signature Document

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

☒

New Work Order



Modify an Existing Work Order

Work Order Number.: 095262.00

Work Order Date: 07/26/2021

Work Order Title: Williamson County - Georgetown Annex Water Softener Room Build-Out

Owner Name: Williamson County

Contractor Name: Amstar, Inc.

Contact: Angel Gomez

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:

Installation of new water softener at 100 Wilco Way per issued plans and specifications.

Time of Performance

Estimated Start Date:

Estimated Completion Date:

Liquidated Damages

Will apply:



Will not apply:



Work Order Firm Fixed Price: \$30,549.25

Owner Purchase Order Number:

Approvals

Owner

Date

Contractor

Date

INDEFINITE QUANTITY CONSTRUCTION CONTRACT

RFP NUMBER: TX-CT-121819

GEOGRAPHIC AREA: State of Texas - Central Texas Area

This Contract dated January 23, 2020, by and between Sourcewell (formerly NJPA) and Amstar, Inc. at the following address, 1211 Pleasanton Road, San Antonio, TX 78214 hereinafter referred to as the CONTRACTOR.

WITNESSETH: Sourcewell and CONTRACTOR for the consideration hereafter agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

A. Contract Documents: This Contract; the RFP Documents (Book 1 - Project Information, Instructions to Bidders and Execution Documents; Book 2 - IQCC Standard Terms and Conditions and General Conditions; Book 3 - Construction Task Catalog (CTC), Book 4 - Technical Specifications) and Addenda thereto; all payment and performance bonds (if any), material and workmanship bonds (if any); wage rate decisions and certified payroll records (if any); Notice of Award; all modifications issued thereto, including Supplemental Purchase Orders/Change Orders and written interpretations and all Purchase Orders and accompanying documents (Requests for Proposals, Detailed Scopes of Work, Purchase Order Proposals, etc.) issued hereunder.

B. The terms and conditions of a Purchase Order issued by a Sourcewell Member in connection with any Project, including supplemental technical specifications referenced therein, shall govern.

C. The Contractor shall, within two (2) business days of receipt of a Purchase Order from a Sourcewell Member, provide notification to Sourcewell or their designated representative of each Purchase Order by forwarding a copy of the Purchase Order via email to PO@EZIQC.com or via facsimile to (864) 233- 9100.

D. The Contractor shall, within two (2) business days of sending an Invoice to a Sourcewell Member, provide notification to Sourcewell or their designated representative of each Invoice by forwarding a copy of the Invoice via email to Invoice@EZIQC.com or via facsimile to (864) 233-9100.

ARTICLE 2. SCOPE OF WORK

A. The Contractor shall provide the services required to develop each Purchase Order in accordance with the procedures for developing Purchase Orders set forth in the IQCC Standard Terms and Conditions and the Contract Documents.

B. Each Purchase Order developed in accordance with this Contract will be issued by an individual Sourcewell Member. The Purchase Order will require the Contractor to perform

the Detailed Scope of Work within the Purchase Order Completion Time for the Purchase Order Price.

C. It is anticipated that the Contractor will perform Work primarily in the Geographic Area set forth above. However, the parties may agree that the Contractor can perform Work in a different Geographic Area at its current Adjustment Factors.

ARTICLE 3. THE CONTRACT PRICE

A. This Contract is an indefinite-quantity contract for construction work and services. The Estimated Annual Value of this Contract is \$2,000,000. This is only an estimate and may increase or decrease at the discretion of Sourcewell.

B. The Contractor shall perform any or all Tasks in the Construction Task Catalog for the Unit Price appearing therein multiplied by the following Adjustment Factors:

1. Normal Working Hours Prevailing Wage: Work performed from 7:00am until 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.2432.

(Specify to four (4) decimal places)

2. Other Than Normal Working Hours Prevailing Wage: Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.3297.

(Specify to four (4) decimal places)

3. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

1.2108.

(Specify to four (4) decimal places)

ARTICLE 4. TERM OF THE CONTRACT

A. This Contract has an initial term of two (2) years and a bilateral option provision for three (3) additional terms. The total term of the Contract cannot exceed five (5) years. One additional one-year renewal-extension may be offered by Sourcewell to Contractor beyond the original five-year term if Sourcewell deems such action to be in the best interests of Sourcewell and its Members. The Contractor may withdraw from the Contract after the initial two (2) year term or upon each option to extend, provided that the Contractor gives 60 Days' written notice of its intent to withdraw. Sourcewell may, for any reason, terminate this

Contract at any time.

B. All Purchase Orders issued during a term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such term has expired. All terms and conditions of the Contract apply to each Purchase Order.

ARTICLE 5. SOFTWARE LICENSING

A. Sourcewell selected The Gordian Group's (Gordian) software, data and services (IQCC System) for their IQCC program. The system includes Gordian's proprietary ezIQCC, eGordian and Bid Safe IQCC applications (IQCC Applications) and construction cost data (Construction Task Catalog), which shall be used by the Contractor to prepare and submit Price Proposals, subcontractor lists, and other requirements specified by Sourcewell and Sourcewell Members. The Contractor's use, in whole or in part, of Gordian's IQCC Applications and Construction Task Catalog and other proprietary materials provided by Gordian for any purpose other than to execute work under this Contract for Sourcewell and Sourcewell Members is strictly prohibited unless otherwise stated in writing by Gordian. The Contractor hereby agrees to abide by the terms of the following IQCC System License:

ARTICLE 6. IQCC SYSTEM LICENSE

A. Gordian hereby grants to the Contractor, and the Contractor hereby accepts from Gordian for the term of this Contract or Gordian's contract with Sourcewell, whichever is shorter, a non-exclusive right, privilege, and license to Gordian's proprietary IQCC System and related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing Contractor's responsibilities to Sourcewell and Sourcewell Members under this Contract ("Limited Purpose"). The Contractor hereby agrees that Proprietary Information shall include, but is not limited to, Gordian's IQCC Applications and support documentation, Construction Task Catalog, training materials, marketing materials and any other proprietary materials provided to Contractor by Gordian. In the event this Contract expires or terminates as provided herein, or the Gordian's contract with Sourcewell expires or terminates, this IQCC System License shall terminate and the Contractor shall return all Proprietary Information in its possession to Gordian.

B. Contractor acknowledges that Gordian shall retain exclusive ownership of all proprietary rights to the Proprietary Information, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. Contractor shall have no right or interest in any portion of the Proprietary Information except the right to use the Proprietary Information for the Limited Purpose set forth herein. Except in furtherance of the Limited Purpose, Contractor shall not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Proprietary Information.

C. Contractor acknowledges and agrees to respect the copyrights, trademarks, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Contract, and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to Contractor, subject to federal, state and local laws related



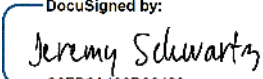
to public disclosure. Contractor further acknowledges that a breach of any of the terms of this Contract by Contractor will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy, and Gordian shall be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity.

In the event that it becomes necessary for either party to this IQCC System License to enforce the provisions of this Contract or to obtain redress for the breach or violation of any of its provisions, whether by litigation, arbitration or other proceedings, the prevailing party shall be entitled to recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees.

D. In the event of a conflict in terms and conditions between this IQCC System License and any other terms and conditions of this Contract or any Purchase Order, Order or similar purchasing document (Purchase Order) issued by Sourcewell or a Sourcewell Member, this IQCC System License shall take precedence.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

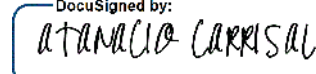
Sourcewell

By: 
DocuSigned by:
C0FD2A139D06489...

Authorized Signature

Jeremy Schwartz-Director of Operations & Procurement/CPO
Print Name

Contractor

By: 
DocuSigned by:
B937E03EBA3548B...

Authorized Signature

ATANACIO CARRISAL
Print Name

Contract Number: TX-CT-GC-121819-AMS (assigned by Sourcewell)