

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**CONTRACT
FOR
ROOF REPAIRS
AND
RELATED SERVICES
(Williamson County Facilities)**

(Texas Fifth Wall Roofing Systems, Inc. – TIPS #210603-P1)

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, and the Texas Health & Safety Code.

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 **Texas Fifth Wall Roofing Systems, Inc. (hereinafter “Service Provider”)**, 3300 Duke Rd., Austin, TX 78724 (Ph. 512-926-3940). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

As set forth pursuant to pricing in TIPS Contract #210603-P1 for unforeseen damage related repairs.

Should The County choose to add services in addition to those described in TIPS Contract #210603-P1, such additional services shall be described in a separate written

amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall expire on September 30, 2025, unless terminated sooner pursuant to paragraph X below. If applicable, at the end of the agreement term, Williamson County Commissioners Court reserves the right to renew the agreement for additional fiscal years, by mutual agreement of both parties, as it deems to be in the best interest of Williamson County.

III.

Consideration and Compensation: Service Provider will be compensated based as set forth pursuant to pricing in TIPS Contract #210603-P1. Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **The not-to-exceed amount shall be \$250,000.00 per fiscal year.**

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$ 500,000	\$ 500,000
Aggregate policy limits:		\$1,000,000

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

A. TIPS #210603-P1;

B. Facilities Department Additional Terms & Conditions for Roof Maintenance and Related Services; and

C. Any required insurance certificates evidencing required coverages.

Due to the fact that this Agreement involves expenditures of public monies, any conflicting terms in the contract documents will be resolved with Williamson County's terms and conditions taking precedence.

VI.

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 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.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

IX.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions. The parties expressly understand that Williamson County does not consent to waiver of right to trial by jury or changes to any statute of limitations and does not agree to arbitration.

XII.

Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

Right to Audit: Service Provider agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate work space in order to conduct audits in

compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XIV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XV.

Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.

XVI.

No Assignment: Service Provider may not assign this Contract.

XVIII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of The County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

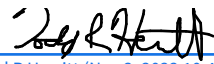
WILLIAMSON COUNTY:

Authorized Signature

Printed Name

Date: _____, 2022

SERVICE PROVIDER:



Todd R Hewitt (Nov 2, 2022 10:42 CDT)

Authorized Signature

Todd R Hewitt

Printed Name

Date: Nov 2, 2022, 2022

**WILLIAMSON COUNTY SERVICE CONTRACT
ROOF MAINTENANCE AND RELATED SERVICES**

1. TECHNICAL CONTACT:

- 1.1. Senior Director of Facilities or Designee, Williamson County, 3101 SE Inner Loop, Georgetown, TX 78626 shall serve as the County's Technical Contact with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing agreement, such as but not limited to, acceptance, inspection and delivery, together with the Purchasing Department. The Technical Contact, together with the Purchasing Department, will serve as liaison between Williamson County Commissioners Court and the Successful Respondent.

2. ESCORTED WILLIAMSON COUNTY FACILITY ACCESS:

- 2.1. Access to the following Williamson County facilities after award of contract requires escort. Contractor personnel may be required to provide complete identification for all contractor service representatives at the following restricted and escorted facilities prior to or at time of service being performed under this contract. Facilities under this requirement include, but are not limited to:
 - 2.1.1. Detention Center, Jail, Treatment and ESOC Premises:
 - 2.1.1.1. JJC
 - 2.1.1.2. SO/Jail
 - 2.1.1.3. CTTC
 - 2.1.1.4. ESOC
 - 2.1.1.5. SOTC
 - 2.1.1.6. CJIS Areas
- 2.2. Submitted identification, that will become a permanent part of the file records, shall include but not limited to:
 - 2.2.1. A photocopy of valid Government Issued Identification
 - 2.2.2. Company Identification
- 2.3. Upon entering and leaving any Williamson County premises, Contractor's service representative may be required to sign in and out at receptionist desk or with the Authorized personnel.
- 2.4. Contractor's service representative shall log all service work and upon completion of all the work that was performed, Contractor's service representative must certify that the work was completed by obtaining the signature of the Authorized personnel.
- 2.5. Contractor should be aware that special rules and regulations may apply to work performed at the Williamson County escorted premises and should attempt to become familiar with all applicable procedures.

3. CONTRACT ADMINISTRATION RESPONSIBILITY:

- 3.1. Williamson County shall provide a designated "Contracts Administrator" for the Contract who will serve as the point of contact between Williamson County and the Contractor.
- 3.2. Schedule reasonable arrangements to make Williamson County facilities available to the Contractor for the performance of service under this contract.
 - 3.2.1. Arrangements include providing a Williamson County personnel contact to escort Contractor personnel performing the scheduled services to restricted or locked area on Williamson County premises.
- 3.3. Respond to Contractor's request to alter service dates and time within 72 business hours from receipt of request.
 - 3.3.1. Decide any and all questions that may arise as to the quality and acceptability of work performed, and as to the manner of performance and rate of progress of the work.
 - 3.3.2. Determine the amount of work performed and materials furnished which are to be paid under this Contract. Failure of the Contract Administrator or designee during the progress of the Contract, to:
 - 3.3.2.1. Discover, discuss and/or reject unacceptable work;
 - 3.3.2.2. Discover and discuss work not in accordance with the contract;

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3.3.2.3. Failure to exercise any remedies in connection therewith, shall not be deemed an acceptance thereof, nor a waiver, of Williamson County's right to full performance of the contract.

3.4. Williamson County will furnish no materials, labor, equipment or facilities unless otherwise provided in the Scope of Work Order Ticket.

4. PROGRAM EVALUATION:

4.1.1. Williamson County Contract Administrator or designee will continually evaluate the progress of this contract in terms of effectiveness and safety and will require such changes, as are necessary.

4.1.2. Contractor shall take prompt action to correct all identified deficiencies.

5. SCOPE OF WORK ORDER TICKET CHANGES:

5.1.1. Williamson County Contract Administrator or designee shall make changes within the scope of this contract at any point in time.

5.1.2. Any change must be implemented within thirty (30) business days from the date of receipt by the Contractor of the notification. Any change in pricing, rather increase or decrease, must be provided in writing to the Williamson County Contract Administrator or designee and must receive approval in writing before Contractor makes pricing change(s).

5.1.3. Williamson County Contract Administrator or designee will attempt to provide awarded Contractor with at least 30 days' notice of new address in the event of office relocation or closure of premises. The effective date of any addition or deletion will be no later than five (5) business days after receipt of Williamson's County's written notification of said addition or deletions.

5.1.4. Williamson County Contract Administrator or designee reserves the right, in its sole discretion, to add or delete service locations during the period covered by any resulting contract(s).

6. SCHEDULES:

6.1. The schedules for all approved work shall be approved by the Contract Administrator or designee. All schedules must be submitted and approved fifteen (15) days prior, if applicable, may only be altered at the discretion of the Contract Administrator or designee.

6.2. All maintenance services and installation shall be conducted during established business hours, on approved weekends or approved Williamson County holidays.

6.3. Visual inspections, troubleshooting, maintenance repair, or installation that will not interfere with day-to-day business operations in the facilities may be conducted during normal business hours.

6.4. Emergency Services:

6.4.1. Contractor shall provide twenty-four (24) hour emergency service contact number(s) and name(s) in case of any urgent issue that may arise.

6.5. Service Hours:

6.5.1. Service shall be made available to Williamson County 365 days per year, 24 hours per day. All services performed under this Contract shall be performed between the hours of 6:00 am and 6:00 pm unless other arrangements are made in advance with the Contract Administrator or designee. No premium charges will be paid for any off-hours work.

6.6. **Business Hours** at a minimum, shall be work performed between 8:00 am and 5:00 pm Monday through Friday, unless hours are extended by Contractor in the offer as agreed upon in the awarded contract.

6.7. **After Hours Service** shall be work performed after 5:00 pm and before 8:00 am.

6.8. **Weekend and Holiday** shall be work performed during Saturday, Sunday or during any Williamson County approved holiday.

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- 6.9. Williamson County Holidays: Holidays observed by Williamson County are listed at <http://www.wilco.org/Residents/County-Holidays> or by obtaining a list from the Williamson County Contracts Administrator or designee. Williamson County does not specifically require the Contractor to work on these holidays but does require the Contractor to fulfill the requirements of the contract. If this requires the Contractor to work on holidays observed by Williamson County or the Contractor, then Contractor shall fulfill obligations at no additional expense to Williamson County.

7. CONTRACTOR'S RESPONSIBILITIES:

- 7.1. Contractor's shall provide turnkey services in accordance with requirements specified herein and the resulting contract(s) and adhere to Williamson County's Terms and Conditions.
- 7.2. Contractor's shall provide all labor, materials and equipment necessary to meet requirements of the specified services throughout the term of the contract.
- 7.3. Contractor is responsible for all costs incurred in the performance of the contract.
- 7.4. Contractor shall comply with all laws, ordinances, statutes and regulations pertaining to the service requested herein, and shall obtain such permits, licenses or other authorizations, if applicable.
- 7.5. Contractor shall follow relevant safety rules and conduct the work in a safe manner.
- 7.6. Contractor shall be prepared and equipped to provide services in a timely manner and on relatively short notice or in accordance with the request for Scope of Work Order Ticket so as to enable Williamson County to meet critical, and at time, unpredictable, time deadlines and schedules.
- 7.7. Contractor agrees to comply with all terms and conditions contained in this solicitation and resulting contract(s).
- 7.8. Contractor agrees to conduct all services under this contract by and through appropriate communications with the Contracts Administrator or designee. No work, installation or other services shall be undertaken by contractor except with the prior written direction of the Contracts Administrator or designee. Contractor understands and agrees that work, installation or any other service performed without the prior written direction of Williamson County's Contracts Administrator or designee is work outside the scope of this contract and shall be performed exclusively at contractor's risk and own expense. contractor agrees to employ competent personnel meeting the requirements outlined in the terms and conditions of this contract, who shall be satisfactory to Williamson County. Personnel assigned to perform services under this contract may not be reassigned without the prior written notification to, and approval from, Williamson County Contracts Administrator or designee.
- 7.9. Respondent agrees to maintain a branch/office within one (1) hour of Williamson County throughout the duration of this contract. If Contractor has no branch/office within the one (1) hour driving timeframe of Williamson County, one must be set up within ninety (90) days of Contract award, at no cost to Williamson County.

8. PROCEDURES FOR PROJECT (STATEMENT OF WORK) ASSIGNMENT AFTER AWARD:

- 8.1. As specific projects are identified, Williamson County will develop a project Statement of Work and select an awarded contractor for each project by one of the following methods:
- 8.2. Contractor may be required to visit the work site to attend a scheduled pre-proposal conference.
- 8.2.1. Contractor's travel and related expenses for pre-proposal conference shall be at the contractor's expense and will not be reimbursed.
- 8.2.2. Contractor shall be responsible for costs associated with the preparation of proposals.
- 8.2.3. Travel, labor, and materials shall not be reimbursed.

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- 8.3. Williamson County will provide the contractor the opportunity to accept or reject project assignment. If a contractor fails to notify by written communication (e-mail), Williamson County of project acceptance within twenty-four (24) hours, Williamson County may cancel award and proceed with the next vendor to avoid delay of the project.
- 8.4. Williamson County shall receive contractor proposal for the project by a predetermined date and time stated on the request.
- 8.4.1. The project proposal shall include:
- 8.4.1.1. Narrative description of the Contractor's understanding of the project scope of work;
 - 8.4.1.2. Detailed statement of the services anticipated for the project;
 - 8.4.1.3. Fee Proposal detailing the total fee for providing the services and the number of hours (by specialty in accordance with the approved fee scheduled) Firm fixed rate fee shall include all expenses associated with the project, to include but not limited to, labor, equipment, material, travel, etc.;
 - 8.4.1.4. Period of performance to complete the specified scope of services; and
 - 8.4.1.5. Contractor's assigned project manager and contact information.
- 8.4.2. Williamson County will review Contractor's Proposal and negotiate any changes, clarifications, or modifications thereto. The Contractor shall submit a revised Proposal incorporating any changes, clarifications, or modifications made in the review process.
- 8.4.3. Williamson County may accept, reject, or see modification(s) of any proposal.
- 8.4.4. Williamson County will evaluate proposal(s) and select a contractor determined to provide the best value. Awarded Contractor(s) shall be responsible for all expenses associated with the work identified in the purchase order (Labor, equipment, materials, travel, etc) at the firm fixed price.

9. PROJECT HISTORY:

- 9.1. Williamson County premises included in this contract are identified in Attachment – Wilco Buildings.
- 9.2. Projects include a wide range of construction services for the repair and replacement of electrical components premises. When a need is identified for certain electrical work, a Request for Work Order Proposal (RWOP) is issued to the selected Blanket Contractor, and an agreed upon fee and scope of work for such service are negotiated and executed by Work Order.
- 9.3. Williamson County Facilities Department supports various Departments throughout Williamson County. These departments include, but not limited to: Correctional Departments, County Parks, Law Enforcement Department, and Probation Departments.
- 9.3.1. Park sites include a wide range of facilities ranging from restrooms, showers, staff residences, camping sites, piers, docks, splash pad, Show Barn, etc.

10. DESCRIPTION OF SERVICES:

- 10.1. The scope of service will vary from project to project. The majority of the Work Orders are anticipated to be less than \$25,000; however, a single Work Order may be awarded up to \$99,999. Upon identification of a need for services, Williamson County will request a proposal based on the fee schedule Attachment B – Compensation and Fee Schedule of applicable rates and upon acceptance of proposal, Williamson County will issue a Work Order. The size and quantity of Work Orders issued to a firm will vary depending on a project need, schedule, the contractor's workload, and availability of funding.

11. MAINTENANCE AND WORK AUTHORIZATION:

- 11.1. Williamson County may, from time-to-time, request Contractor through a Service call to complete maintenance and repair services based on deficiencies or system failures. Such requests for services shall be documented through a separate document (hereinafter referred to as a "Work Authorization"). Such Work Authorization will constitute amendments to this Contract, subject to the terms and conditions set forth in this contract and shall include a description of the scope of services, schedule and term, and

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compensation specific to the Work Authorization which shall be negotiated. Any work completed by Contractor without written authorization from the Contracts Administrator or designee will not be paid for by Williamson County.

11.2. Response Time:

- 11.2.1. Contractor shall acknowledge receipt of Williamson County's request for Work Order Proposal by electronic communication (email) within twenty-four (24) hours from receipt of request.

11.3. Contractor understands and agrees that no guaranteed minimum number of Work Authorizations or amount of work will arise from this Contract.

11.4. Upon receipt of a Work Authorization, Contractor shall respond to the Contract Administrator or designee within twenty-four (24) hours. Contractor shall perform all work under a Work Authorization within the timeframe agreed upon; if Contractor cannot perform the work within timeframe stated, Contractor may be subject to liquidated damages up to twenty percent (20%) of total cost of the Work Authorization.

11.5. Contractor shall check in and out with the Contract Administrator to ensure that the Contract Administrator logs the commencement and completion times for the "Service Ticket", or summary list, for the services performed under a Work Authorization. Contractors shall provide the following information on the Service Ticket:

- 11.5.1. building name;
- 11.5.2. floor number;
- 11.5.3. name of Contractor personnel performing the work;
- 11.5.4. license type and number of the Contractor personnel performing the work;
- 11.5.5. number of hours worked for each license type – Master Electrician, Journeyman Electrician, and Apprentice Electrician;
- 11.5.6. start and end worked hour;
- 11.5.7. itemized list of parts/material used/replaced; and
- 11.5.8. narrative description of what the technician found that was causing the problem(s) and what was done to correct the problem(s)

11.6. GENERAL REQUIREMENTS:

11.6.1. Waste Removal:

- 11.6.1.1. Contractor shall keep the premises clean on a continual basis, and no trash or debris will be permitted to accumulate in work areas. Contractor shall be responsible for removal and disposal of all debris and waste materials associated with this Contract.

11.6.2. Security and Identification:

- 11.6.2.1. Contractor shall abide by all procedures and rules as conveyed by Williamson County's Contract Administrator regarding security requirements of the property where work is to be performed.

11.6.3. UNIFORMS AND PROTECTIVE CLOTHING:

- 11.6.3.1. All Contractor personnel working in or around Williamson County facilities designated under this contract shall wear distinctive uniform clothing. The Contractor shall determine and provide additional personal protective equipment required for the performance of work.
- 11.6.3.2. Protective clothing, equipment and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.
- 11.6.3.3. Contractor personnel shall wear clean and presentable clothing; no shorts or open toed shoes.
- 11.6.3.4. Contractor personnel shall display their name and Contractor identification information at all time while performing services under this contract.

11.6.4. Transportation:

- 11.6.4.1. Vehicles used by the Contractor shall be identified in accordance with state and local regulations and shall be operated in a safe manner on Williamson County premises.
- 11.6.4.2. Contractor vehicles must meet Texas Department of Transportation requirements.

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- 11.6.4.3. Contractor shall provide and maintain proper vehicle insurance coverage as required by Williamson County.
- 11.6.4.4. Throughout the term of this contract, the Contractor shall maintain a current business license issued by the Texas Department of Licensing and Regulations.
- 11.6.4.5. All Contractor personnel providing services under this contract must maintain licensing (in categories appropriate to the work being performed).
- 11.6.4.6. Unlicensed applicators and technicians will not be permitted to provide service to the Williamson County premises under this contract.
- 11.6.5. Williamson County Facilities department is responsible for providing emergency building services and equipment repair during emergency evacuation situations and requests cooperation from all contractors providing on-call services to Williamson County. During a wide-scale emergency, Contractors may be contacted to provide services and/or equipment. Contractors must agree that Williamson County's request for services will be a top priority.
- 11.6.6. The Contractor shall abide by the provisions of the latest edition of the Work Area Traffic Control Handbook.

12. BILLING:

- 12.1. Contractor shall submit monthly itemized invoices, including all required reports and supporting documents detailed in this contract, to the Contract Administrator for service rendered on or before the 5th business day following the end of each month. Invoices received before services are 100% completed or materials are installed will be disputed and returned to the Contractor. No invoices will be submitted by the Contract Administrator for payment until services and materials are verified.
- 12.2. Invoices shall contain the following information prior to the Williamson County Contract Administrator or designee submitting for payment processing:
 - 12.2.1. Name and address of Contractor;
 - 12.2.2. Contractor's Texas Identification Number;
 - 12.2.3. Contractor's invoice remittance address;
 - 12.2.4. Itemized and detailed description of services provided; and
 - 12.2.5. Total price for each product and/or service provided.
- 12.3. Williamson County fiscal year is October 1st – September 30th. Invoices for services rendered and materials installed must be paid in the appropriate fiscal year.
- 12.4. Contractor agrees to conduct all its services under this Contract by and through appropriate communications with Williamson County's Contracts Administrator or designee. Contractor understands and agrees that services performed, or materials provided without the prior written direction of Williamson County Contracts Administrator is work outside the approved Work Authorization and this Contract, shall be performed exclusively at Contractor's risk and own expense.
- 12.5. **As-Built Documents:** If applicable to the work order the Contractor shall set aside one set of construction drawings and specifications to be used for keeping a record of all changes made during construction. The Contractor shall be responsible for keeping these drawings and specifications current and neatly noting with colored pencil or ink the actual conditions of the Work and show and reference all changes made during construction. These drawings will be checked at minimum monthly by the Contracts Administrator or designee and partial payments will not be made to the Contractor until the Contracts Administrator or designee verifies that the records are being properly kept. Such inspections shall not constitute review or approval of the as-built documents for accuracy or completeness. These construction drawings shall be hand delivered or by approved electronic communication method to the Contracts Administrator or designee at the completion of the project. Final payment will not be made until these documents have been received and approved by the Contracts Administrator or designee.

13. SUBCONTRACTING:

- 13.1. Subcontractors providing service(s) under this contract shall meet the same qualifications and service requirements and provide the same quality of services required of the Contractor.
- 13.2. No subcontractor under this contract shall act as the primary vendor of responsibility for the services.

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- 13.3. The Contractor shall be the only contact for Williamson County Contracts Administrator or designee and subcontractors.
- 13.4. The Contractor shall manage all quality and performance, project management, and schedules for subcontractors.
- 13.5. Contractor shall be held solely responsible and accountable for the completion of all work for which the Contractor has subcontracted.
- 13.6. Williamson County Contracts Administrator or designee retains all rights to check subcontractor's background and make determination to approve or reject the use of submitted subcontractor(s).
- 13.7. Any negative response may result in disqualification of the subcontractor.
- 13.8. Williamson County Contracts Administrator or designee retains all rights to request removal of Contractor's subcontractor staff deemed unsatisfactory by Williamson County.
- 13.9. Subcontracting shall be at the Contractor's expense.

14. CONTRACTOR ACCESS:

- 14.1. Access routes, entrance gates or doors, parking and storage areas, and other necessary Contractor access, along with any imposed time limitations shall be designated by Williamson County's Contract Administrator. Contractor shall conduct operations in strict observation of the access routes and other areas established. Under no circumstances shall any of Contractor's personnel, vehicles, or equipment enter or move upon any area not authorized by Williamson County Contract Administrator or designee for access by Contractor.

15. EXISTING UTILITIES AND STRUCTURES:

- 15.1. Contractor shall adequately protect the work, Williamson County property, adjacent property and the public. In the event of damage to facilities as a result of Contractor's operations, Contractor shall take immediate steps to notify Williamson County Contract Administrator or designee and subsequently repair or restore all services to the satisfactory approval of Williamson County's Contract Administrator. Further, Contractor shall engage any additional outside services which may be necessary to facilitate repairs until services are restored. All costs involved in making repairs and restoring disrupted services shall be at the expense of Contractor, and Contractor shall be fully responsible for any and all claims resulting from the damage. Williamson County's Contract Administrator or designee may elect to perform such repairs and deduct the cost of such repairs, replacements, and outside services from amounts due to Contractor. Upon the approval of Williamson County Contract Administrator or designee, Contractor shall have the right to utilize air, water, gas, steam, electricity, and similar items of expense from existing outlets on Williamson County property.

16. TRAVEL TIME:

- 16.1. Travel time to and from job site is not reimbursable under this Contract. Contractor shall ensure that the authorized Williamson County representative or designee logs the start and completion time on the service tickets for the services rendered. Any work not logged is subject to withholding or delay of acceptance or payment, at the sole discretion of Williamson County Contract Administrator or designee.

17. TRAINING OF WILLIAMSON COUNTY PERSONNEL:

- 17.1. Contractor shall provide training to Williamson County designated personnel for all mechanical equipment, and parts installed, upon request by the Contract Administrator or designee.

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17.2. Contractor shall provide hands on training pertaining to electrical panel and relevant systems to ensure staff are familiar with systems, upon request.

17.3. Contractor shall provide training to Williamson County designated personnel for materials and materials used to ensure understanding of the application process and importance of the requirements.

18. DISPOSAL OF SALVAGEABLE ITEMS:

18.1. Contracts Administrator or designee shall mark and/or otherwise inform the Contractor of any material that will be salvaged by the Williamson County. Disposal may include depositing in a central location for salvage by the Williamson County or delivery to the Williamson County's warehouse located at 301 S.E., Inner Loop, Georgetown, TX 78626 or such other location as determined by the Contract Administrator or designee.

19. TOBACCO USE:

19.1. Tobacco Free - Contractor personnel and subcontractors are prohibited from using tobacco products while performing services under this contract.

19.2. Intoxication and Drug Free - Contractor personnel and subcontractors are prohibited from the use of or possession of any kind of illegal drugs or performing any services under this contract while intoxicated.

19.3. If Contractor personnel or subcontractors are found intoxicated, using or in possession of any kind of illegal drug while on Williamson County premises or performing services under this contract, it may result in contract termination.

20. CONTRACATOR'S RESPONSIBILITIES AND WARRANTIES:

20.1. **WARRANTY ON SAFETY AND HEALTH REQUIREMENTS** - Contractor shall procure, at Contractor's expense, all necessary and required licenses and permits necessary for the performance of this Contract. Contractor represents and warrants that the services provided under this Contract comply with all applicable federal health and safety standards, including but not limited to, the Occupational Safety and Health Administration (OSHA), Uniform Building Code (UBC), Uniform Mechanical Code, Uniform Plumbing Code, National Fire Protection Association (NFPA) and all Texas health and safety standards. All electrical items must also bear the appropriate listings and certification from the Underwriters Laboratories Inc. (UL), Factory Mutual Research Corporation (FMRC) or National Electrical Manufacturers Association (NEMA).

20.1.1. **Liens** - The Contractor warrants that the materials supplied under this Contract are free of liens.

20.1.2. **Quality** - Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by Williamson County of the materials or services, they shall be:

20.1.2.1. A quality to pass without objection in the trade under the Contract description;

20.1.2.2. Fit for the intended purposes for which the materials or services are used;

20.1.2.3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;

20.1.2.4. Adequately contained, packaged and marked as the Contract may require; and

20.1.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

20.1.2.6. **Fitness** - Contractor warrants that any material or service supplied to Williamson County shall fully conform to all requirements of the contract and all representations of the Contractor and shall be fit for all purposes and uses required by the Contract.

20.1.3. **Inspection/Testing** - The warranties set forth in this section shall not be affected by inspection or testing of, or payment for the materials or services by Williamson County.

20.1.4. **Compliance with Applicable Laws** - The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable licenses and permits.

20.2. **PERFORMANCE WARRANTY** - All work performed under this Contract shall be in accordance with applicable terms and conditions of this Contract and of local codes and ordinances and any other authority

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having lawful jurisdiction. Work performed under this Contract shall meet all applicable requirements of the latest revision of the NFP A codes. Contractor shall guarantee all work included in the Contract against any defects in workmanship and shall satisfactorily correct, at no cost to Williamson County, any such defect that may become apparent within a period of one (1) year after completion of work. The warranty period shall commence upon the date of acceptance by Williamson County.

20.3. MATERIAL WARRANTY - All material and equipment furnished under this Contract is guaranteed by Contractor to be in compliance with this Contract, fit and sufficient for the purpose intended, new and free from defects. Materials furnished under this Contract shall be the latest improved models in current production, as offered to commercial trade, and shall be of quality material. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED, OR DISCONTINUED MODELS OR MATERIAL ARE NOT ACCEPTABLE. The warranty period for Contractor-provided materials shall be for a period of one (1) year after completion of the installation or within the manufacturer's warranty, whichever is longer. The warranty period shall commence upon date of acceptance by Williamson County. Contractor shall provide Williamson County's Contract Administrator with all manufacturers' warranty documents within five (5) business days of completion of each project.

20.4. NOTICE OF DEFECTS:

20.4.1. Contractor shall notify the Contract Administrator prompt notice of any defective work or which the Contractor has actual knowledge. Prompt notice of all defective work of which Contract Administrator has actual knowledge may be given to the Contractor. Payment may be withheld by the Contract Administrator for identified defective work until such time as the Contract Administrator has determined the defective work has been corrected.

20.5. OPERATIONS AND MAINTENANCE MANUALS:

20.5.1. Contractor shall provide Operations and Maintenance Manuals for all equipment and parts installed as part of the work under this contract, upon request by the Contract Administrator. Contractor shall compile all specified instructions, maintenance manuals and operations date.

20.6. FREIGHT AND SHIPPING COSTS:

Freight and shipping costs are not an allowable expense under this Contract. Expedited shipping charges, with prior approval from the Williamson County Contract Administrator, may be allowed.

Services Contract (Roof Repairs) (Texas Fifth MSA TIPS 210603P1) 10.31.22

Final Audit Report

2022-11-02

Created:	2022-11-02
By:	Kim Chappius (kim.chappius@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAARsVUePAMv7fB_PKOoFFWMWGAN7SS5xL5

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