

AMENDMENT AGREEMENT

County: Williamson County, Texas, a political subdivision of the State of Texas

County's Mailing Address:

710 Main Street
Suite 101
Georgetown, Texas 78626

Vendor: 5-F Mechanical Group, Inc.

Vendor's Mailing Address:

15705 Brenda Street
Austin, Texas 78728

Agreement Subject of this Extension Agreement:

The Master Service Agreement dated March 29, 2022, by and between Vendor and County (the "Agreement") attached hereto as Exhibit A.

Agreement to Amend Agreement Amount:

1. Agreement Amount: Vendor and County (hereinafter collectively referred to as the "Parties") hereby agree to increase the Agreement amount to a total amount not to exceed Four Hundred Twenty-Five Thousand Dollars (\$425,000).

Amendment of Agreement Terms, Covenants and Conditions

To the extent that any terms, covenants or conditions of the Agreement contradict or conflict with the terms of this Amendment Agreement, the terms of this Amendment Agreement shall control. All other existing terms, covenants and conditions of the Agreement shall remain in full force and effect during the Agreement term and any extended term thereafter.

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Amendment Agreement to be effective as of the date of the last party's execution below.

VENDOR:

5-F Mechanical Group, Inc.

By: 

Printed Name: Steven R. Pack

Representative Capacity: HVAC Service Manager

Date: 17 August, 20 23

COUNTY:

Williamson County, Texas

By: _____

Bill Gravell, Jr.,
Williamson County Judge

Date: _____, 20 _____

EXHIBIT A



Master Services Agreement (No. _____)

This Master Service Agreement (this "**Agreement**") is made and entered into as of the award date or on or after April 1, 2022 - September 30, 2023 and is by and between **5-F Mechanical Group, Inc. (5F)**, with its principal place of business at 15705 Brenda Street Austin, Texas 78728 and **Williamson County, a political subdivision of the State of Texas acting through its governing body ("WILCO or the "COUNTY")** with its principal office at 3101 SE Inner Loop Georgetown, Texas 78726 (hereinafter individually referred to as the "**Party**" or together referred to as the "**Parties**").

WHEREAS, 5F is engaged in the business of maintaining, servicing, and providing plumbing, heating, ventilation, and air conditioning building systems and wishes to provide WILCO with such services; and

WHEREAS, WILCO wishes to retain 5F from time to time to perform discrete projects on an individual work order basis under this Agreement; and

NOW THEREFORE, in consideration of the foregoing the Parties hereby agree as follows:

1. WORK ORDER SERVICES

- 1.1. Each project for which WILCO desires to engage 5F shall be set forth in detail in a separate work order ("**Work Order**"), which shall be labeled by project number, and which together shall not exceed a total amount of \$350,000 USD unless otherwise agreed in writing by the Parties. The Work Order shall be submitted on the form attached hereto as **Exhibit A** and shall detail the scope of work, scheduled, compensation for each project, and shall refer and automatically incorporate the terms and conditions of this Agreement. In the event of any conflict or inconsistency between any term or condition in a Work Order, and any term or condition of this agreement, the terms and conditions of this Agreement will govern and control.
- 1.2. Either 5F or WILCO may issue a Work Order. However, 5F shall not be obligated to perform any work until the Work Order is mutually agreed upon and executed by both Parties. To the extent the Parties draft a Work Order electronically either an electronic signature or confirming email shall operate as proper execution of such Work Order. Once executed, a Work Order shall be binding and deemed part of, and shall be subject to, this Agreement.
- 1.3. 5F is qualified, experienced, and capable of performing the services described in the agreed upon Work Orders and this Agreement ("**Services**") and has agreed to perform the Services in accordance with the terms and conditions of this Agreement and the Work Order(s).
- 1.4. WILCO shall be responsible for and shall pay for the costs and expenses in connection with the Services and good provided under this Agreement and as specified in a Work Order.
- 1.5. Subject to prompt payment by WILCO, 5F shall provide all materials, labor, and equipment necessary for the performance of the Services as specified in the Work Order.
- 1.6. In the event that WILCO requests a change in the scope of the Services to be provided by 5F and if the change requested changes the price or schedule of the Services provided by 5F, 5F shall provide a revised cost or schedule estimate to WILCO, within (5) business days of the requested change. If WILCO accepts the revised cost or schedule estimate, WILCO shall issue an executed Change Order submitted on the form attached hereto as **Exhibit B ("Change Order")**. Such Change Order shall be executed by an authorized

representative of 5F. Upon execution of the Change Order by an authorized representative of 5F, the Change Order shall become a binding agreement between the Parties under the terms and conditions of the Work Order which it modifies and this Agreement. 5F shall not be obligated to perform any changed work until the Change Order is mutually agreed upon and executed by both Parties.

- 1.7. If 5F encounters conditions at any site(s) that are (1) subsurface or otherwise concealed physical conditions that differ materially from those reasonably anticipated; or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Work Order or other contract document, 5F shall promptly provide notice to WILCO before conditions are disturbed, and 5F shall be entitled to an equitable adjustment to the Contract Price and Contract Time (as those terms are defined herein) to the extent such conditions increase 5F's cost of, or time required for, performance or any part of the Services.

2. COMPENSATION; CONTRACT PRICE:

- 2.1. The compensation (the "Contract Price") and payment schedule for the performance of the Services shall be set forth in detail in each Work Order.
- 2.2. WILCO payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. Invoices shall be deemed overdue the thirty-first (31st) day after the later of the following: (1) the date WILCO receives the good under specified in the Work Order; (2) the date the performance of the service is completed; or (3) the date Williamson county Facilities and Williamson County Auditor receives an invoice for the good and services, which shall be defined as the date an invoice is deemed delivered to the address provided in Section 2.3 below.
- 2.3. To ensure prompt payment, 5F's invoices shall include: (1) the project or Work Order number; (2) the invoice number; (3) a reasonably detailed description of the Services rendered including, but not limited to; quantity or quantities, applicable unit prices (Construction Pricing see BuyBoard 638-21), (Plumbing/HVAC Repair Rates see **Exhibit C**), total prices and total amount; (4) WILCO Purchase Order number; and (5) 5F business and mailing address, telephone number, and business name. Invoices shall be submitted by regular or electronic mail directly to:

Williamson County Facilities Department
Attn: Facilities Maintenance Director or designee
3101 SE Inner Loop Georgetown, Texas 78626
Phone: 512.943.1599
Email: facilities@wilco.org

- 2.4. If WILCO disputes any 5F invoice, WILCO will: (1) pay all charges not disputed, and (2) notify 5F of the dispute in writing, providing the Invoice Number and an explanation of the issue in dispute. If the dispute is not resolved within (15) days, either Party may submit their claim to dispute resolution as provided in Section 13.9. The Parties will cooperate in good faith to resolve any such disputes after WILCO notifies 5F of the dispute. If both Parties agree that a disputed amount is a legitimate charge, WILCO will pay such amount within thirty (30) days of such determination.
- 2.5. 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 WILCO 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 licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment becomes due. The said rate in effect on September 1 of the licensee's fiscal year 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 preceding the fiscal year that does not fall on a Saturday or Sunday. 5F expressly acknowledges that invoices and supporting documentation must be submitted timely and in accordance with all laws governing Texas county finances, including but not limited to the Texas Constitution, the Texas Government Code and the policies of Williamson County Commissioners Court and Auditor's Office. If payments become overdue for more than sixty (60) days, then in addition to any other available rights and remedies available to 5F under this Agreement or under applicable laws or in equity, 5F shall have the right to terminate this Agreement for default or suspend Services until payment is received and recover all related costs arising from or related to the suspension, including demobilization and remobilization costs.

3. CONTRACT TIME

3.1. 5F shall complete the services in accordance with the agreed upon project schedules and milestones (the "Project Schedule") set forth in the applicable Work Order(s) (the "Contract Time"). 5F shall be entitled to adjustments to the Contract Time and Contract Price in the event that WILCO modifies, compresses, or accelerates any of the activities in the Project Schedule.

3.2. If 5F is delayed at any time in the commencement or progress of the Services by WILCO, or separate contractors or design professionals employed by WILCO, or by any other third party event: (1) WILCO's failure to timely perform its obligations under this Agreement or any other Work Order; (2) any government or regulatory agency's failure to timely review and approve any applicable permits, submittals, or design document; (3) changes ordered in the Services by WILCO; or (4) any Force Majeure event as defined below; then the Contract Time shall be extended by a Change Order for a period of time reasonably necessary to overcome the effect of the delay, and the Contract Price shall be increased for the additional costs (if any) arising from such delay including any increased costs for materials and increased costs of labor, including overtime.

3.2.1. To the fullest extent permitted by applicable laws, 5F shall not be responsible or liable, and shall be entitled to equitable adjustments to the Contract Price and Contract Time, for any delays and/or any failure in performing the Services or its obligations hereunder due to causes beyond its reasonable control, including, and without limitation: acts of God, war (including civil war), riots, embargoes, acts of civil or military authorities, acts of any government (whether sovereign or contractual), fires, floods, freezes, explosions, the elements, epidemics, pandemics, quarantine restrictions, strikes, lockouts, plant and facility shutdowns, accidents, shortages of energy, material shortages, components part shortages, unavailability of labor, procurement delays, or any other acts or events beyond the parties control (collectively, "Force Majeure Event").

4. WILCO RESPONSIBILITIES

4.1. WILCO shall permit 5F free and timely access to the project sites and shall provide project documents or information necessary or required to allow 5F to complete the Services without interruption or disruption.

4.2. WILCO shall cooperate with 5F in securing any required building and other permits, licenses, and inspections.

4.3. WILCO shall review and approve or take other appropriate actions on permits, submittals, Change Order

requests, RFI's, and any 5F notification and deliverables that require WILCO's review and/or approval, within such time periods that will not delay 5F's performance of the Services. However, the review period shall not exceed ten (10) business days.

- 4.4. WILCO shall also schedule and conduct all reviews, inspections, and tests required to obtain any equivalent certifications from any third-party and/or government entities with jurisdiction, promptly and so as not to delay the performance of the Services.
- 4.5. WILCO shall schedule and coordinate the work of its other subcontractors in a manner that does not interfere or impact 5F's performance of the Services.
- 4.6. WILCO reserves the right to inspect all equipment and tools used to perform the work under this Service. Any equipment reasonably determined to be in poor condition must be replaced immediately, at 5F's expense. Failure to provide suitable equipment for carrying out all requirements of the contract may be grounds for termination.
- 4.7. WILCO shall perform periodic inspections of 5F's work under this Service to ensure compliance with the Work Order specifications.
- 4.8. If WILCO is unable or does not perform its obligations in accordance with this Section 4, 5F shall be entitled to an extension of the project schedule or Contract Time for such delays, occasioned by WILCO's actions and may also be entitled to an increase in the Contract Price to the extent such delays result in increased costs to perform the Services.

5. 5F RESPONSIBILITIES

- 5.1. 5F shall be responsible for furnishing all tools, equipment, staffing, and supervision necessary for performance of the Services. Any equipment determined to be in poor condition by WILCO shall be replaced immediately, at 5F expense.
- 5.2. 5F shall employ labor that is sufficiently skilled and qualified to perform the Services. If any portions of the Services require any professional licenses, 5F warrants that all such services will be performed by individuals with such licenses.
- 5.3. 5F will be responsible for the acts, omissions, and Services provided by its employees, agents, and representatives.
- 5.4. 5F agrees to abide by all applicable laws related to the hiring, employment, and supervision of its labor force at all times during the term.
- 5.5. 5F shall cooperate with WILCO and WILCO's other contractors, design professionals, and consultants.
- 5.6. 5F may provide operator coaching and onsite training of select WILCO personnel, if requested.
- 5.7. 5F shall provide SDS sheets to WILCO representatives, upon request, for all products used as part of this Service.
- 5.8. 5F shall be responsible for all damages to WILCO facility or contents to the extent caused by 5F, their staff or

subcontractors during the performance of their duties.

- 5.9. 5F agrees to abide by all applicable federal, state, and local safety requirements related to the Services, including but not limited to OSHA requirements, and 5F shall at all times maintain such training, certifications, and documentation required by such laws.

6. INDEPENDENT CONTRACTOR

- 6.1. 5F shall at all times act as an independent contractor and, as such, no law, agreement or other arrangement that has the effect of concerning benefits upon officers or employees of WILCO shall be applicable to 5F in connection with the Services. 5F shall be solely responsible for the payment of wages, salaries and other amounts due its employees in connection with this Agreement.

7. SUBCONTRACTING

- 7.1. No portion of the work covered under this Service may be subcontracted or assigned without prior approval of a WILCO Representative, which shall not be unreasonably withheld, conditioned, or delayed. Request to subcontract all or any portion of services required by 5F will be submitted to a WILCO Representative, at a minimum of three (3) business days in advance of the proposed effective date of the subcontract.
- 7.2. 5F shall be responsible for services provided by any subcontractor as if 5F were providing the services.

8. EMERGENCY CALL OUT SERVICE

- 8.1. 5F shall provide twenty-four (24) hour emergency service, as needed, for WILCO facilities included in this agreement. Hours shall be Monday through Friday, 4:01 PM to 6:59 AM and twenty-four (24) hours each day on weekend and holidays. Reference Exhibit C Fee Schedule. 5F shall have appropriate working personnel at designated site, ready to work, within four (4) hours of the callout. 5F shall respond to a WILCO Facilities Representative by telephone within ½ hour if the problem is capable of being corrected through the use of a web-capable electronic device to alleviate the source of the complaint. See Paragraph 2.3 pricing.

9. INSURANCE

- 9.1. 5F shall maintain throughout the duration of this Agreement adequate insurance to cover such damages, demands, claims, losses, or liabilities resulting from 5F's performance of the Services which shall include:
- Commercial General Liability coverage in the amount of \$1,000,000 USD (per occurrence), combined Single Limit Liability for Bodily Injury and Property Damage subject to \$2,000,000 USD general aggregate including the following coverage/terms: premises and operations, products/completed operations, personal injury, XCU, independent contractors protective, defense costs outside the limits of liability, and occurrence-based policy.
 - Commercial Automotive Liability coverage in the amount of \$1,000,000 USD combined single limit of liability for bodily injury, death, and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.
 - Worker's Compensation Insurance covering 5F's employees. Worker's Compensation Coverage complying with the laws of the State of Texas and Employer's Liability Insurance with limits of: \$1,000,000 USD bodily injury by accident/each accident; \$1,000,000 USD bodily injury by disease/each employee; \$1,000,000 USD bodily injury by disease/policy limit; and
 - Umbrella Liability coverage in the amount of \$5,000,000 USD per occurrence and in the aggregate with

follow-form coverage applicable to underlying Commercial General and Commercial Automotive liability policies maintained by 5F.

10. TERM AND TERMINATION

- 10.1. This Agreement commences on the Effective Date and will remain in effect for one (1) year from the Effective Date ("**Contract Duration**"), unless sooner terminated as provided in this Article 8. If WILCO chooses not to terminate this Agreement at the end of the Contract Duration, this Agreement shall be renewed annually by agreement of both Parties for a period of one (1) year.
- 10.2. This Agreement may be terminated at any time at the option of either party, without future or prospective liability or performance upon giving thirty (30) days written notice thereof. In the event of termination, WILCO will only be liable for its pro-rata share of services rendered and goods actually received. Notwithstanding the forgoing, WILCO will reimburse 5F for all non-cancelable obligations entered into by 5F, which WILCO has approved and for which 5F can show written proof of satisfactory to WILCO. WILCO shall also be responsible for all demobilization costs and other reasonable expenses actually incurred as a result of such termination by WILCO.
- 10.3. 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 WILCO receives the goods under the contract; (2) the date the performance of the Service under the contract is completed; or (3) the date Williamson County Auditor receives an invoice for the goods or Services. Interest charges for any overdue payments shall be paid by the licensee 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 licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to one (1%) percent and (2) the prime rate published by The Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. 5F expressly acknowledges that invoices and supporting documentation must be submitted timely and in accordance with all laws governing Texas county finances, including but not limited to the Texas Constitution, the Texas Government Code and the policies of Williamson County Commissioners Court and Auditor's Office. If payments become overdue for more than sixty (60) days, then in addition to any other available rights and remedies available to 5F under this Agreement or under applicable laws or in equity, 5F shall have the right to terminate this Agreement for default, or suspend Services until payment is received and recover all related monies earned to-date and all related costs arising from or related to the suspension, including demobilization and remobilization costs associated with cancellation of 5F's vendors and subcontractors.
- 10.4. In case of material breach of any obligation contained in this Agreement by either Party (hereafter referred to as the "**Breaching Party**"), the other Party (hereafter referred to as the "**Non-Breaching Party**"), shall give the Breaching Party notice thereof and allow a ten (10) day period in which the Breaching Party shall institute efforts to cure the material breach. If the Breaching Party does not initiate such efforts within the ten (10) day period, the Non-Breaching Party shall have the right to terminate the Agreement as the date it first gave notice to the Breaching Party thereof.
- 10.5. In the event of termination or expiration of the Agreement, 5F agrees to return the remaining balance of any unused payments or other monies advanced to 5F by WILCO, if any.
- 10.6. To the extent that all payments have been received for all Work Orders between the Parties, in the event of termination or expiration of this Agreement, 5F shall promptly return all materials, and hand over all work in

progress to WILCO.

- 10.7. The Work Orders entered into between Parties pursuant to the Agreement may be terminated individually for the specific assignment set out in such Work Order in accordance with the provisions set out in this Article 10. In the event that an individual Work Order is terminated in accordance with this Article 10, this Agreement and any remaining Work Orders or purchase orders continue to be in force and effective between the Parties.

11. INDEMNIFICATION

- 11.1. TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOICE), 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 INDEMNITEE'S NEGLIGENCE OR WILLFUL MISCONDUCT) 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 WORKSITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.
- 11.2. TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOICE), 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 ATTORNEY'S 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; PROVIDED, HOWEVER, FOR THE AVOIDANCE OF DOUBT, ANY CLAIMS BASED ON A BREACH OF CONTRACT SHALL BE EXCLUDED FROM INDEMNIFICATION HEREUNDER.
- 11.3. Notwithstanding anything herein to the contrary, under no circumstances shall 5F be responsible for any indemnification obligations that result from, or relate to, acts or omissions of WILCO or its employees, agents, contractors, or any other third-party acting on WILCO's behalf.

12. WARRANTY

- 12.1. 5F represents and warrants that it has the requisite skills, professional ability, and experience to perform the Services. 5F shall exercise that degree of care and skill ordinarily exercised under similar circumstances by members of its profession performing services similar to the Services in the same locality.
- 12.2. 5F represents and warrants that it has the right to enter into this Agreement and perform the services, and that there are no restrictions imposed on it which would prevent it from performing the Services and complying with all provisions of this Agreement.
- 12.3. Unless as otherwise agreed upon by the Parties, any goods provided under this Agreement or any associated

Work Order shall be free from defects in material or workmanship, shall be of new and good quality and fit for its intended purpose, and shall be in compliance with all standards generally accepted in the local industry.

12.4.5F represents and warrants that, for the period beginning on the date 5F commences performance of the Services pursuant to each Work Order and terminating one (1) year from the substantial completion of the Services, the Services shall substantially comply with the requirements of the Work Order(s) and shall be free of any material defects.

12.5. At WILCO's and exclusive remedy 5F shall repair and/or replace any defective or non-conforming Services, at no charge to WILCO. Provided, however, 5F shall not be responsible for damage, defects, or deficiencies caused by: (.1) equipment abuses or misuse, (.2) work, installations, and/or modifications that are not performed by 5F; (.3) improper operation, and (.4) normal wear, tear, and usage.

12.6. 5F HAS NOT MADE AND DOES NOT MAKE ANY OTHER WARRANTY OR REPRESENTATION WHATSOEVER RELATING TO THE SERVICES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES REPRESENTATIONS AS TO: (.1) THE FITNESS, CONDITION, MERCHANTABILITY, DESIGN, OR OPERATION OR PARTS OF EQUIPMENT; (2) THE SERVICES FITNESS FOR ANY PARTICULAR PURPOSE; (.3) THE QUALITY OF WORKMANSHIP; OR (.4) THE PERFORMANCE OR CAPACITY OF EQUIPMENT. ANY AND ALL SUCH OTHER WARRANTIES AND/OR REPRESENTATIONS ARE EXPRESSLY DISCLAIMED BY 5F.

13. WAIVER OF CONSEQUENTIAL DAMAGES

13.1. TO THE FULLEST EXTENT PERMITTED BY LAW, 5F SHALL NOT BE LIABLE FOR ANY LOST REVENUE, LOST PROFITS OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR OTHER DAMAGES SUFFERED BY WILCO UNDER ANY PART OF THIS AGREEMENT, WORK ORDER OR CHANGE ORDER WHETHER OR NOT THE POSSIBILITY OF SUCH LOST PROFITS OR DAMAGES HAS BEEN DISCLOSED TO 5F OR COULD HAVE BEEN REASONABLY FORESEEN BY 5F.

14. LIMITATION OF LIABILITY

14.1. Notwithstanding any other provisions contained elsewhere in this Agreement or any Work Order to the contrary, (.1) the remedies stated in this Agreement are exclusive, and (.2) in no event shall the cumulative aggregate liability of 5F to WILCO for any damages, whether in contract, warranty, tort, negligence, strict liability, delay, error or omission, indemnity, or otherwise the for performance of the Services or breach of Agreement, or anything done in connection therewith, exceed ten (10%) percent of the Contract Price.

15. MISCELLANEOUS

15.1. **Notices:** All notices, demands, requests, or other communications hereunder shall be made in writing and shall be personally delivered, sent by registered or certified mail, or sent by facsimile or electronic mail, addressed as follows:

- If to 5F HVAC Service:
 - 5-F Mechanical Group, Inc.
 - Attn: Steve Pack
 - PO Box 81305 Austin, Texas 78708
 - Phone: 512.771.5482

Email: steve.pack@5fmech.com

- If to 5F Plumbing Service:
 - 5-F Mechanical Group, Inc.
Attn: Tommy Schwartz
PO Box 81305 Austin, Texas 78708
Phone: 512.269.6043
Email: tschwartz@5fmech.com
- If to WILCO:
 - Williamson County Facilities Department
Attn: Facilities Maintenance Director or designee
3101 SE Inner Loop Georgetown, Texas 78726
Phone: 512.943.1599
Email: facilities@wilco.org

Any such notice shall be deemed to be given and received on the day on which the correspondence was delivered or transmitted. Either Party may change its address for service from time to time by giving notice in writing thereof to the other Party in accordance with this Article.

15.2. Entire Agreement Modifications: This Agreement, together with any exhibits, constitutes the entire agreement between the Parties. No amendment, modification, or discharge of this Agreement shall be valid or binding unless set forth in writing and executed by both Parties.

15.3. Severability: If any term or provision of this Agreement shall be found to be invalid or unenforceable, the remainder of this Agreement shall remain valid in full force and effect.

15.4. Assignment: This Agreement or any other obligation hereunder shall not be assigned by either Party without the prior written consent of the other Party.

15.5. Third-Party Beneficiaries: This Agreement is not intended to confer upon any non-Party any rights or remedies hereunder.

15.6. Binding Effect: Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, heirs, executors, administrators, legal representatives, and assigns.

15.7. Waiver of Breach: Failure of 5F to take action for nonperformance or for any breach of this Agreement shall not be construed as a waiver or relinquishment of any such term or condition, or of the right to enforce such term or condition in the event of any future reoccurring breach.

15.8. Conflict: To the extent any provision of this Agreement conflicts with any provision of any Work Order(s), the provisions of this Agreement shall govern unless the Work Order explicitly states otherwise.

15.9. Dispute Resolution; Jurisdiction: To the extent a dispute between the Parties arises from or relates to, (1) this Agreement, (2) Work Order(s), or (3) Change Order(s), the Parties shall first meet informally to resolve such dispute. In the event that no resolution is achieved, the Parties, prior to the initiation for any action or proceeding under this section, shall make a good faith effort to resolve the dispute by negotiation between

representatives with decision-making power. In the event that the informal meeting does not resolve the dispute, the Parties shall submit the dispute to mandatory mediation before legal action is taken under this Agreement.

15.9.1. In addition to any other rights or remedies at law and/or equity, the prevailing party in any proceeding shall be entitled to full reimbursement for its attorney's fees, investigation expenses, expert witness fees and costs, and other costs and expenses occurred.

15.10. **Governing Law:** This Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto shall be governed by and interpreted in accordance with the laws of the State of Texas without giving effect to the choice-of-law rules thereof.

15.11. **Legal Hold:** In the event of litigation or reasonably anticipated litigation, a Party may notify the other Party of the requirement to place a legal hold on specific records ("Legal Hold Notice"). Upon receipt of such a Legal Hold Notice, the records specified in the Legal Hold Notice must no longer be subject to normal documentation retention procedures and cannot be destroyed, altered, deleted, removed, or disposed of unless directed by such a receiving Party.

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

15.13. **Right to Audit:** 5F agrees that WILCO 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 and all books, documents, papers, and records of 5F which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. 5F agrees that WILCO shall have access during normal working hours to all necessary 5F facilities and shall be provided with adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. WILCO will give 5F reasonable advance notice of intended audits.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on _____ (Insert Date Here).

Williamson County

5-F Mechanical Group, Inc.

By: _____

By: Tommy Schwartz

Name: _____

Name: Tommy Schwartz

Title: _____

Title: Service Manager - Plumbing

Date: _____

Date: 03-07-2022

TACLA 008268E M 16699

Invoice No. _____

BILL TO			JOB SITE		
Name			Name		
Street			Street		
City	TX	Zip	City	TX	Zip
MAKE			MODEL NO.		SERIAL NO.

DESCRIPTION OF WORK REQUESTED		Suction Pressure	
		Discharge Pressure	
		Volts / Amps	L1
			L2
			L3
		Motor Amps	L1
		☐ Evap.	
		☐ Cond.	
		Superheat/Subcooling	
REFRIGERANT TYPE	LBS. RECOVERED	LBS. RECYCLED	LBS. ADDED

[illegible]

SEE REVERSE SIDE FOR TERMS AND CONDITIONS WHICH APPLY TO THIS INVOICE

Master Service Agreement | Exhibit A

5F Mechanical Group Inc.

15705 Brenda Street

Austin, TX 78728

T & M Number _____

DATE _____

Phone: 512-251-6880 Fax: 512-251-5591

Customer _____

Comments _____

Address _____

DAILY TIMESHEET

Work Description: _____

Name	Hours			Name	Hours			
	ST	OT	PT		ST	OT	PT	
								HRS
								X \$
								Total \$
								HRS
								X \$
								Total \$

Materials

Materials

Customer Rep: (printed name)

Signature

Date:

Tax

Complete ☐ YES ☐ NO

**TACLA008268E
RMP16699**



Master Service Agreement | Exhibit B

Customer <Insert WILCO Name> Attn: <CONTACT> <Insert WILCO Address> Tel: <PHONE> Fax: <FAX> Email: <EMAIL>	SF Mechanical Group, Inc. Attention: _____ PO Box 81305 Austin, Texas 78708 512.251.6880 www.sfmecch.com <EMAIL>
---	---

Project:
Contract Price:
Contract Time:

Change Order Number: _____

This Change Order (the "Change Order") is made effective by and between WILCO and SF and is issued and governed by that certain Master Services Agreement (the "Agreement") dated _____ between the Parties. Unless otherwise defined in this Change Order, capitalized terms shall have the meanings ascribed to them in the Agreement. The terms and conditions of the Agreement are fully incorporated into the Work Order, and all such terms and conditions are binding on the Parties.

WILCO agrees to pay for all changes in the Service performed by SF under this Change Order according to the terms of the Agreement. The amount paid by WILCO shall be full compensation for all work requested and for effects of this change in the Work. The change, if any, in the Contract Price Amount shall be computed according to one of the following methods:

1. ☐ Lump Sum of [\$ _____]
2. ☐ Costs Plus a Fee
3. ☐ Unit Price
4. ☐ Other
5. ☐ No Change

If item 2, 3, or 4 is checked, SF shall submit promptly to WILCO such itemized labor and material breakdowns as WILCO may reasonably require for Services performed or deleted from the Work Order issued pursuant to the Agreement as required by this Change Order. SF shall include the amount of such change in its next invoice for payment.

The Contract Time, if affected by this Change Order, is modified as follows:

Add ☐ Business Days OR deduct ☐ Business Days

Original Work Order Amount or Contract Price: ☐

Changes in Work Order Amount or Contract Price from previously approved Change Orders: ☐

Revised Work Order Amount or Contract Price: ☐

Williamson County

By: _____

Name: _____

Title: _____

Date: _____

SF Mechanical Group, Inc.

By: _____

Name: _____

Title: _____

Date: _____

**Exhibit C –
Compensation and Fee Schedule**

This attachment shall be completed and returned with the Contractor response / Service Agreement documents.

Contractor shall submit a Compensation and Fee Schedule with a full list of all personnel titles and the hourly billing rate for each discipline which shall be incorporated into its contract.

Rates shall remain firm throughout the term of this contract purchase agreement. This compensation and fee scheduled shall be used to establish fixed prices for services by purchase order.

Personnel Level	Hourly Rate – FY 22 (4/1/22 – 9/30/22)	Hourly Rate FY 23 (10/1/22 – 9/30/23)
1. Journeyman		
a. Regular Hours (7 am - 4 pm)	\$ 92.00	\$ 94.00
b. After Regular Hours (4:01 pm – 6:59 am)	\$ 138.00	\$ 141.00
c. Weekends or County approved Holidays	\$ 184.00	\$ 188.00
2. Apprentice		
a. Regular Hours (7 am – 4 pm)	\$ 60.00	\$ 62.00
b. After Regular Hours (4:01 pm – 6:59 am)	\$ 90.00	\$ 93.00
c. Weekends or County approved Holidays	\$ 120.00	\$ 124.00
3. Emergency Response during Regular Hours		
a. Journeyman	\$ 92.00	\$ 94.00
b. Apprentice	\$60.00	\$ 62.00
4. Emergency Response after Regular Hours		
a. Journeyman	\$ 138.00	\$ 141.00
b. Apprentice	\$ 90.00	\$ 93.00
5. Emergency Response on Weekends or Approved Holidays		
a. Journeyman	\$ 184.00	\$ 188.00
b. Apprentice	\$ 120.00	\$ 124.00

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