
WILLIAMSON COUNTY
SERVICES AND PURCHASE CONTRACT
Empire Roofing Companies, Inc.

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 the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS SERVICES AND PURCHASE CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Empire Roofing Companies, Inc.** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services and purchase goods described herein 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 roof repairs, services and work at the following Williamson County Locations:

- 904 South Main Street, Georgetown, TX
- 1427 N. Mail Street, Taylor, TX – EMS 42
- 1801 E. Old Settlers Blvd, Suite 100 – Round Rock, TX
- 8160 Chandler Road, Hutto, TX

The attached Scope(s) of Work are attached and marked as **Exhibit "A,"** which is incorporated herein to the extent the Order meets or exceeds the requirements of County's solicitation, if applicable.

Should the County choose to add services in addition to those described in **Exhibit "A,"** such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. 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.

or Sunday.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

V.

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

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 all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

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 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.

reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXII.

Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

- A. As described in the attached Scope(s) of Work marked **Exhibit "A,"** which is incorporated herein;
- B. Insurance certificates evidencing coverages required above and
- C. Any Amendments agreed to by both parties.

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

XXIII.

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:


Bill Gravell (Mar 5, 2025 1:13 PM CST)
Authorized Signature

Judge Bill Gravell, Jr.
County Judge

Date: Mar 5, 2025, 20

Empire Roofing Companies, Inc.:


Authorized Signature

Steve Jones
Printed Name

Date: March 4, 2025

Approved as to Legal Form

JACQUELINE LENTZ

General Counsel, Commissioners Court

Date: Mar 04 2025 Time: 1:13 pm

Reviewed by Contract Audit

SARA GREER, CGAP

Contract Auditor

Williamson County Auditor's Office

Date: Mar 04 2025 Time: 12:13 pm



February 27, 2025

Vinnie Mastellone
General Maintenance Supervisor
Williamson County Facilities Management
3101 SE Inner Loop, Georgetown, TX 78626
(512) 943-1599
Vinnie.mastellone@wilco.org

Re: 904 South Main Street, Georgetown Texas

Empire Roofing proposes to furnish all labor, material, equipment, insurance, and supervision to complete the following scope of work as described below.

Scope of Work:

1. Empire Roofing to provide all safety equipment/PPE to perform work in safe acceptable manner.
 - Roofing Crew to be escorted and shown the active leak area before accessing the roof for inspection.
2. Provide and perform a water test to detect the source of water intrusion.
 - Water-test reported leak area until leak begins occurring.
3. Seal any punctures or voids found in the metal panel laps/closures/membrane seams
4. Work to be done in accordance to maintain existing roofing warranty.
5. Provide Empire Roofing's 1-year workmanship warranty.

Total Proposed Price NTE: \$2,500.00 + Applicable Taxes

"The Roofing Company by which all others are measured."



February 27, 2025

Vinnie Mastellone
General Maintenance Supervisor
Williamson County Facilities Management
3101 SE Inner Loop, Georgetown, TX 78626
(512) 943-1599
Vinnie.mastellone@wilco.org

Re: 1427 N Main Street, Taylor, TX 76574 – EMS 42

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Re: 1801 E Old Settlers Blvd – Suite 100 – Round Rock, TX 78664

Empire Roofing proposes to furnish all labor, material, equipment, insurance, and supervision to complete the following scope of work as described below.

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(512) 943-1599
Vinnie.mastellone@wilco.org

Re: 8160 Chandler Road, Hutto, Texas 78634

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Empire Roofing_Service Contract_ Quote 02.28.2025-signed030425 FINAL 3.4.25 (1)

Final Audit Report

2025-03-05

Created:	2025-03-05
By:	Cheryl Johnson (cheryl.johnson@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAi7D-ihNe2sLAbIC5buR1wJxr6c6AB9QM

"Empire Roofing_Service Contract_ Quote 02.28.2025-signed030425 FINAL 3.4.25 (1)" History

-  Document created by Cheryl Johnson (cheryl.johnson@wilco.org)
2025-03-05 - 3:38:23 PM GMT- IP address: 107.181.62.237
-  Document emailed to Andrea Schiele (aschiele@wilco.org) for delegation
2025-03-05 - 3:40:13 PM GMT
-  Email viewed by Andrea Schiele (aschiele@wilco.org)
2025-03-05 - 9:23:28 PM GMT- IP address: 66.76.4.65
-  Document signing delegated to Bill Gravell (bgravell@wilco.org) by Andrea Schiele (aschiele@wilco.org)
2025-03-05 - 9:23:56 PM GMT- IP address: 66.76.4.65
-  Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2025-03-05 - 9:23:56 PM GMT
-  Email viewed by Bill Gravell (bgravell@wilco.org)
2025-03-05 - 9:36:39 PM GMT- IP address: 66.76.4.65
-  Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2025-03-05 - 9:36:57 PM GMT - Time Source: server- IP address: 66.76.4.65
-  Agreement completed.
2025-03-05 - 9:36:57 PM GMT



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