

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
FOR
STEEL FABRICATION, DELIVERY & ERECTION
(SPLASH PAD ROOF)**

THIS SERVICES CONTRACT (hereinafter "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 **Dennis Steel, Inc.**, (hereinafter "Service Provider"). 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:

A. As described in the attached Statement of Work/Quotation, dated August 18, 2015 and marked Exhibit "A," which is incorporated herein as if copied in full.

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

and shall terminate upon project completion or when terminated pursuant to paragraph X below.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein. **The not-to-exceed amount under this agreement is \$21,900.00, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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)	\$1,000,000	\$1,000,000
Aggregate policy limits:	\$2,000,000	

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

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

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

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. As described in the attached Statement of Work/Quotation, dated August 18, 2015 and marked Exhibit "A," which is incorporated herein as if copied in full; and**
- B. Insurance certificates evidencing required coverages.**

The County reserves the right and discretion (pursuant to public policy and Texas

Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

VI.

No Agency Relationship & Indemnification: 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. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

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.

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 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.

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

XVI.

No Assignment: Service Provider may not assign this Contract.

XVII.

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.

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.

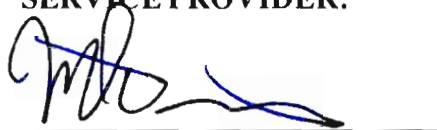
WILLIAMSON COUNTY:


Authorized Signature

DAN A GATTO
Printed Name

Date: 08-10, 2015

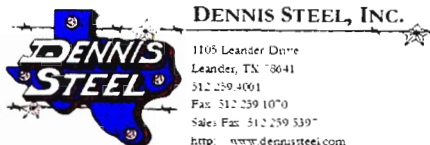
SERVICE PROVIDER:


Authorized Signature

Michael Dennis
Printed Name

Date: August 26, 2015

Exhibit "A"
Statement of Work/Quotation



REVISED Proposal

Bid Date: 8/18/2015

Proposed To:

Name: Williamson County Facilities
 Address: 3101 SE Inner Loop
 City/State: Georgetown TX 78626
 Contact: Dale Butler
 Phone: (512)943-1609
 Fax:
 Email: dbutler@wilco.org

Work to be performed at:

Project: Southwest Regional Park Pump Room Expansion
 Address: 3005 County Road 175 Leander TX 175
 Plans: Architectuals and Structural
 Date of Plans: 3/24/2015
 Specs: N/A
 Engineer: Milton E Hymes (13988)
 Addendum: N/A

We hereby propose to furnish all material and/or perform the labor necessary for completion of:

SCOPE OF WORK:

STRUCTURAL AND MISCELLANEOUS STEEL INCLUDING:

Shop Drawings, Channel Beams, WF Beams, Decking.

FABRICATION & DELIVERY ONLY FOR...	\$11,500	plus tax in the amount of	EXEMPT
FABRICATION & ERECTION FOR...	\$21,900	plus tax in the amount of	EXEMPT

** ANY MATERIAL PRICE INCREASE INCURRED BY DENNIS STEEL AFTER THE EFFECTIVE DATE OF THIS BID WILL BECOME PART OF THIS BID. NO MARKUP OR ADDITIONAL COST/PROFIT WILL BE ADDED. **

QUALIFICATIONS:

- * Engineering calculations, engineering stamps, or other design work is excluded. Shop drawings not reviewed or stamped by an engineer.
- * Dennis Steel Inc. is an AISC certified fabricator (we are NOT an AISC certified erector).
- * All items will receive one standard gray shop coat after fabrication. Touch up painting after delivery is excluded.
- * Contract drawings requiring multiple RFI's may be subject to additional detailing charges.
- * The General Contractor is responsible for leading edge protection. If erecting, Dennis Steel can provide temporary perimeter cable bracing for \$6.00 per linear foot. Temporary cables can be used by all trades & will be removed by DSI.
- * Retainage of 10% maximum is permitted.

All material is guaranteed to be as specified and the above work to be performed in accordance with the drawings and specifications submitted for above work and in accord with the AISC Specification for Structural Steel Buildings 13th Edition, and warranted for 12 months.

Schedule of Earned Values

Description of Work	Value
Project Name: Southwest Regional Park Pump Room Expansion	0.8 TONS
* Shop Drawings	\$1,200
* Materials	\$8,000
* Fabrication & Delivery	\$2,300
* Erection	\$10,400
Total Cost (not including tax)	\$21,900

Terms & Conditions

Partially completed work within this table will be billed at percentage of completion prior to the 25th of each month. Payment to be made upon delivery and/or completion of said work in accord with attached Schedule of Earned Values. Payment shall be made within 30 days of billing date. A finance charge of 1-1/2% monthly or 18% annually may be charged on outstanding balance. Past due accounts will be sent for collection with the addition of applicable service charges. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge. It is the responsibility of the contractor/builder to make necessary arrangements to protect finished areas from the welding processes. Dennis Steel, Inc. will not be held responsible for damages caused to unprotected areas. All agreements are contingent upon strikes, accidents or delays beyond our control. Dennis Steel, Inc. will not be held responsible to meet or comply with state or local building codes for approved plans or drawing submitted for fabrication by contractor/builders. It is the contractor/builder's responsibility to verify existing codes/regulations prior to fabrication.

Respectfully Submitted,

JJ Hugh - Estimator

Note - This proposal may be withdrawn by us if not accepted within 14 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, conditions and exclusions below are satisfactory and are hereby accepted. Dennis Steel, Inc. is authorized to do the work as specified.

Company: _____

Signature: _____

Date: _____

Position: _____

DELIVERY

Shop drawings to be submitted for approval two to three weeks after order placed and final drawings provided, steel manufactured three to four weeks after receipt of approved shop drawings, installation schedule to be coordinated prior to contract.

DECK REQUIREMENTS AND QUALIFICATIONS

Deck lead time for delivery to jobsite is approximately 8-10 weeks from issue of contract.

Deck billing requirements: Commercial = Net 30 terms on payment / Residential = Payment in Advance.

SUPPLY & INSTALLATION EXCLUSIONS SPECIFIC TO THIS PROJECT

- 1 Items not listed in the inclusion list on page 1.
- 2 Any demolition or re-installation to allow the installation of the new material.
- 3 Edge Angle. None shown.
- 4 Chainlink Fence.
- 5 Existing Steel shown on A202/1 & 2.
- 6 Protection of adjacent surfaces.

STANDARD EXCLUSIONS FOR ALL PROJECTS

- 1 Liquidated Damages of any kind
- 2 Indemnity clauses absolving contractor from any negligence will not be accepted on the project contract
- 3 All ferro and/or RT scanning of existing conditions.
- 4 Premium for nights, weekends, or after-hours work. Proposal based on standard Monday through Friday work week, unless specifically noted otherwise.
- 5 Requirements for AESS finish. Proposal based on standard SSPC-2 cleaning and finish.
- 6 Off-loading of steel deliveries. All labor and equipment to off-load is by others.
- 7 Installation of any and all embedded items.
- 8 Reinforcing steel of any kind
- 9 Surveying and marking of lines, grades, or elevations
- 10 Shoring or shoring materials.
- 11 Items shown on Civil, Landscape, or MEP drawings, such as cast iron grates, frames, and bicycle racks.
- 12 Signs or supports
- 13 Toilet partitions or accessories
- 14 Pre-engineered metal building components or accessories
- 15 Hat or furring channels
- 16 Specialty metals (Aluminum, Brass, Bronze, Copper, Cor-Ten Steel, Stainless Steel, or Wrought Iron)
- 17 Masonry anchors or ties
- 18 Steel allowances or Bonds; Monetary bonds of any kind
- 19 Supply or installation of grout
- 20 Gutters, downspouts, boots, or hanger straps
- 21 Metal windows, doors, louvers, or grilles
- 22 Manhole rings or covers
- 23 Light gauge steel framing; Cold formed steel deck support angles. Sheet metal items, metal studs or tracks.
- 24 All Simpson products.
- 25 Bolts for other trades to attach to our steel
- 26 All costs of inspection or testing other than standard mill test reports
- 27 Sandblasting, Powdercoating, and/or any finish coat (ie: Tnemec) brand paint
- 28 Light poles or anchor bolts for light poles
- 29 Materials not sized or drawn on plans
- 30 Galvanized products may have a non-uniform appearance. All galvanizing meets industry standards. Filling of weep holes is excluded.

STANDARD EXCLUSIONS FOR ALL ERECTED PROJECTS

- 31 Establishment of all control lines, both North & South, East & West at each elevation
- 32 Establishment of reference elevations on slabs or piers for all trades to refer to
- 33 Cleaning of anchor bolts or weld embed plates
- 34 Costs to modify steel for attachment to anchor bolts or embed items installed by others outside tolerances of AISC Code 7.5.x
- 35 Costs of Demolition, Protection, Field Surveying and Dimensioning, or Hazardous Materials Abatement of Existing Structures in accord with AISC Code Section 1.7
- 36 Costs of removal of backing bars in excess of requirements AISC Code 6.3.2
- 37 Field painting of bolt heads and nuts, field welds, abrasions, repairs of damage to painted surfaces, and/or removal of foreign materials due to adverse job site conditions
- 38 Erection, Shoring, or Hoisting of any materials not specifically included in proposal
- 39 Any allowances for steel erection
- 40 Opening or closing of roof penetrations, cuts, alterations or holes in installed material for accommodation of work by others (Specifically RTU Units)
- 41 Installation of wall mounted handrails, or any layout of "Blocking" for mounting Items
- 42 Concrete core drilling
- 43 The correction of minor misfits by moderate amounts of reaming, grinding, welding or cutting, and drawing of elements into line with drift pins, shall be considered normal erection operations in accord with AISC Code 7.14, and will be permitted.
- 44 Additional costs to erect & finish architecturally exposed structural steel (AESS)
- 45 Safety protection for other trades after erection operations are complete; Leading Edge or Any Safety Cable
- 46 Costs of revision or placing on hold fabricated or erected material after it has once been released for construction, or costs of significant delay in fabrication or erection for the convenience of others
- 47 Unless otherwise noted, deck will be fastened to structural steel by powder actuated fastening system.
- 48 All insulation installation is excluded with acoustical or Epic type deck purchase.
- 49 Review OSHA 1926CFR Subpart R for General Contractor responsibilities, including but not limited to: anchor bolt placement, concrete curing, adequate jobsite roads for deliveries and crane set-up, control lines, and finished floor elevation locations.
- 50 Any costs to excavate, fill, re-sod, re-fence, or replace plants and shrubs if damaged in course of normal erection operations.