

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
FOR CABINETS
(SIGN SHOP PHASE II)**

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 **Cordi Woodworks**, (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 October 23, 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 \$6,630.25, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

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.

V.

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.

VI.

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.

VII.

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.

VIII.

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.

IX.

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.

X.

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.

XI.

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.

XII.

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.

XIII.

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

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

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.

XVI.

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 GATTIS
Printed Name

Date: 11-12, 2015

SERVICE PROVIDER:


Authorized Signature

Chris Cordi
Printed Name

Date: November 5, 2015

Exhibit "A"
Statement of Work/Quotation

Proposal

Cordi Woodworks
651 County Road 207
Liberty Hill, Texas 78642
1-512-844-4626 Chris's Cell #
1-512-845-2475 Joe's Cell #

October 23, 2015

Customer: Lisa Pohlmeier
Williamson County Roadway Asset Management
3151 SE Inter Loop
Georgetown, Texas 78626

Contact: Lisa Pohlmeier

Description of Job: Build, finish, deliver, and install kitchen cabinets as shown on attached drawings for sign shop at 3151 SE Inter Loop.

Door style Base Units: Plywood slab edge banded
Door panel material: 3/4" Maple plywood edge banded
Door style Upper Unit: 3/4" Maple plywood edge banded
Exterior Material: Maple lumber
Interior Material: 3/4" Maple plywood
Top Material: by others
Door Edge: square with 1/8" round over
Door Panel Profile: flat
Drawer front: slab.

Total cost of project. \$6,630.25

Job Information Option

1. All shelves to be edge banded.
2. Doors to have full overlay hinges.

3. Full extension guides on all drawers.
 4. Pulls and handles to be provided by Williamson County.(see paragraph #2 listed under Important notes below for more information)
 5. Laminate top supplied by others.
 6. Finishing included, Stained per owner's color selection and type of sheen,(satin, semi-gloss, or gloss).
-

Payment Schedule:

\$6,630.25 Due upon Completion of work.

This price is good only for 30 days from the date of this proposal.

Acceptance of proposal:

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above. It is understood and agreed that this is work not provided for in any other agreement and no contractual rights arise until this agreement is accepted in writing and the initial draw is made.

I have read and understand all aspects of this contract.

Accepted: Customer's signature _____
Date: _____

Important Notes:

1. A color sample will be provided by us and accepted and signed by the customer before we begin the finishing of the cabinets. We make no guarantee that the color of the finished cabinets will be exactly the same as the sample. We also make no guarantee of color matches to existing cabinets in the house. The color and finish of the cabinets cannot be altered after the finish is applied.

I have read this section and completely understand it.

Signed: _____

2. We supply no decorative hardware i.e. (handles and pulls) unless stipulated

in this contract. We will install owner supplied pulls during the installation for \$4.00 per door or drawer pull.

I have read this section and completely understand it.

Signed: _____

3. Change Order Procedure.

All Changes to this contract will be agreed to in writing. We must have a signed change order that is paid for before work on the changes can begin. Any deletions to this contract will be agreed on in a change order also, and the credit will be deducted from the final payment to contractor.

I have read this section and completely understand it.

Signed: _____

4. We do no electrical wiring except to pull receptacles through back of cabinets where they are accessible. All other wiring should be done by a qualified electrician.

I have read this section and completely understand it.

Signed: _____

5. If the cost of this job is to be charged we will have to add a 2.75% fee to the cost of this proposal to cover the cost of the merchants processing fees.

I have read this section and completely understand it.

Signed: _____



Lisa Pohlmeier
Roadway Asset Management
ROAD & BRIDGE DIVISION

9/28/2015

**Sign Shop Training Room Renovation
Kitchen Cabinet Specifications**

Scope:

Build, finish, deliver & install ±15 LF cabinetry, including handles. Owner will provide top mount sink & faucet.

Quote #1 Cabinetry:

Door style base & upper units – plywood slab, flat panel
Door panel material – ¾" maple plywood edge banded
Door edge – square with 1/8" round over
Exterior material – maple lumber
Interior material – maple plywood
Drawer fronts – flat panel
All shelving to be edge banded
Doors to have full overlay hinges
Full extension guides on all drawers
Layout drawings provided
Handle spec provided (or similar)

Quote #2 Countertops:

Laminate counter tops for kitchen area, bull nose edge & 4" backsplash

Quote #3 Countertops:

Laminate counter tops for computer work room area, bull nose edge, no backsplash.
Include metal leg supports & drilled holes as shown on plan sheet.
Layout drawings provided

Respectfully,

Lisa Pohlmeier

Lisa Pohlmeier

From: KitchenDesigner_6538@homedepot.com
Sent: Tuesday, October 13, 2015 5:05 PM
To: Lisa Pohlmeier
Subject: Kitchen Estimate
Attachments: Kitchen 01.pdf; Kitchen 02.pdf

Lisa,

Please see the attached files for the kitchen layout.

Price for American Woodmark cabinets as designed and Basic cabinet installation.

Door style: Hanover Maple

Finish: Cognac

All Plywood construction

\$7,988.372 + Tax

Cabinet install estimate: \$1,600 - \$1,800.

Please let me know if you have any questions.

Ken Beckstrom

Home Depot Kitchen Design
512-868-3682 Ext. 405

Georgetown Woodworks, LLC

500 Wild Flower Lane
Georgetown, TX 78626
512-868-9048
Fax 512-819-9623

Quote #: 100915-6

Project: Williamson County Road & Bridge
Location: Georgetown, TX

Bid Due Date: 10/9/2015
Date Sent: 10/12/2015
Addenda Received:

Room	Detail / Ref.	Repeats	Scope / Description	Price
Kitchen		1	Finished wood veneer cabinets.	\$7,004.00
Subtotal:				\$7,004.00
Shop Drawings:				\$500.00
Delivery:				\$420.00
TOTAL:				\$7,924.00

A Resale Certificate must be provided by GC for Commercial Renovation projects
 Tax on material is included in bid unless project is tax exempt
 This Proposal includes installation of millwork provided by Georgetown Woodworks
 This Proposal is based on complete scope done in one phase
 Our price includes submitting CAD Shop Drawings and Material Submittals

Qualifications

The failure to list specific exclusions does not imply that said items, including trim, are included by default.
 In all instances, inclusion listed in the proposal take precedence.
 Unless otherwise noted on drawings, cabinets will be built "Custom Grade" frameless construction.
 Unless otherwise noted on drawings, Standard Plastic Laminate costing less than \$1.50 per sq. ft. will be used.
 Unless otherwise noted on drawings, cabinet interiors will be white melamine including open cabinets.
 Material and/or color selection made after bid time may affect cost.
 Any insurance requirement where we are charged an additional premium will be charged back to the contractor.
 G.C. is to supply a full set of printed plans. If not supplied, an additional cost of \$200 will be added beyond proposed bid price.
 Upon acceptance, a copy of this proposal must be included in the Subcontract Documents before any work shall commence.

Exclusions

Add for Payment or Performance Bond if required for this project, add this amount to our base bid \$ _____
 Plumbing or Electrical Hook-ups or Fixtures.
 Any caulking or filling of nail holes for painted millwork.
 In-wall backing or blocking.
 Metal in-wall brackets, or sub-framing except as listed in this scope.
 Doors, frames, hardware and glazing.
 Any items or tasks not listed in this scope.
 AWI Certifications and/or labels are excluded.

Schedule Information:

Due to daily changes in our workload, and awaiting results from other bids, we can not commit to a schedule until project award.
 After awarding the project, a schedule can be provided. Alternates and change orders approved later will need separate schedules.
 Typical schedule for submitting shop drawings is a minimum of 1-3 weeks after "go ahead."
 Typical schedule for Plastic Laminate casework is 4-5 weeks after approved shop drawings and job check.
 Typical schedule for Pre-finished, Custom Wood Veneer work is 6-10 weeks after approved shop drawings and job check.

Other:

This proposal is valid for a period of 30 days.
 Payment terms are Net 30 days from date of invoice.
 Thank you for the opportunity to quote this project. We look forward to working with you.
 Please call if you have any questions regarding this proposal.

Georgetown Woodworks, LLC

500 Wild Flower Lane
Georgetown, TX 78626
512-868-9048
Fax 512-819-9623

Quote #: 100915-6

Project: Williamson County Road & Bridge
Location: Georgetown, TX

Bid Due Date: 10/9/2015
Date Sent: 10/12/2015
Addenda Received:

Room	Detail / Ref.	Repeats	Scope / Description	Price
Kitchen Counter Top		1	Plastic laminate post formed counter top.	\$930.00
Subtotal:				\$930.00
Shop Drawings:				\$500.00
Delivery:				\$420.00
TOTAL:				\$1,850.00

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Georgetown, TX 78626
512-868-9048
Fax 512-819-9623

Quote #: 100915-6

Project: Williamson County Road & Bridge
Location: Georgetown, TX

Bid Due Date: 10/9/2015
Date Sent: 10/12/2015
Addenda Received:

Room	Detail / Ref.	Repeats	Scope / Description	Price
Computer Room		1	Post formed plastic laminate counter tops with metal counter top brackets.	\$4,838.00
Subtotal:				\$4,838.00
Shop Drawings:				\$500.00
Delivery:				\$420.00
TOTAL:				\$5,758.00

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Georgetown Woodworks, LLC

500 Wild Flower Lane
Georgetown, TX 78626
512-868-9048
Fax 512-819-9623

Material & Components Specifications

Project: Williamson County Road & Bridge
Location: Georgetown, TX
0
0

MATERIALS are priced as the following unless noted otherwise:

Exposed:	Finished Wood Veneer	Door / Drawer Face:	Flat Slab
Semi-Exposed:	Clear Finished Veneer	Toe-kick:	Finished Wood Veneer
Core Material:	3/4" Plywood	Drawer Box:	1/2" Plywood Box
Edge Treatment:	Matching 3mm Wood	Counter Top:	Plastic Laminate

Material Selections are priced as the following unless noted otherwise:

P-Lam 1:	Standard Wilsonart Selection	Wood 1:	Maple Veneer
Location:	Counter Tops	Location:	Cabinet Faces
P-Lam 2:		Wood 2:	
Location:		Location:	
P-Lam 3:		Wood 3:	
Location:		Location:	
P-Lam 4:		Solid Surface 1:	
Location:		Location:	
P-Lam 5:		Solid Surface 2:	
Location:		Location:	
P-Lam 6:		Other:	
Location:		Location:	

COMPONENTS are priced as the following unless noted otherwise:

Handle/Pull:	3" Ethan Pull	Locks:	NA
Drawer Slide:	100lb Full Extension	Other:	
Hinge:	120° Concealed Hinge	Other:	
Shelf Supports:	Metal Pins	Other:	