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# SERVICES CONTRACT FOR CONSTABLE PCT. 4 OFFICE REPAIRS AND RELATED ITEMS

(TIPS #211001)
(G2 CONSTRUCTION SERVICES, 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 Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, and the Texas Health & Safety Code.

THIS CONTRACT is made and entered into by and between Williamson County, Texas (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and G2 Construction Services, Inc. (hereinafter "Service Provider"), with offices at 3303 Shell Rd., St. 4, Georgetown, TX 78628 (phone 512-668-5725). 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.

No Agency Relationship: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement.

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/Proposal, dated December 17, 2021, which is incorporated herein as if copied in full;
- B. TIPS #211001;
- C. This addendum; and
- D. Any required insurance certificates evidencing required coverages.

If there is any conflict in the terms and conditions of any of the above-referenced documents, the terms and conditions of this addendum shall control.

III.

No Assignment: Service Provider may not assign this contract.

IV.

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

V.

Consideration and Compensation: Service Provider will be compensated based on the attached Statement of Work/Proposal, dated December 17, 2021, which is incorporated herein as if copied in full. The not-to-exceed amount under this agreement is \$65,000.00 (base bid) and \$10,590.00 (for an alternate evidence cage), 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.

# VI.

<u>Insurance</u>: 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	N PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate po	licy 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.

# 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.

<u>Services</u>: 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 or she is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

As described in the Statement of Work/Proposal, dated December 17, 2021, which is incorporated herein as if copied in full.

# IX.

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

# X.

<u>Confidentiality</u>: 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.

# XI.

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

# XII.

<u>Venue and Applicable Law</u>: Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

# XIII.

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 XI above.

# XIV.

Severability: In case any one or more of the provisions contained in this agreement 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 agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

# XV.

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 Agreement, 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 Agreement 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.

# XVI.

<u>No Waiver of Sovereign Immunity or Powers</u>: Nothing in this agreement 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.

# XVII.

<b>County Judge or Presiding Office</b>	r Authorized to Sign Contract: The
presiding officer of The County's governin	g body who is authorized to execute this
instrument by order duly recorded may exe	ecute this contract on behalf of The County.
Executed this day of last party's execution below.	_, 20 to be effective as of the date of the
County:	Service Provider:
Valerie Covey	
Hon. Bill Gravell	Authorized Representative
Williamson County Judge	
Date: Feb 16, 2022 , 20	Date: FEB 7,2099

Exhibit(s)
Statement of Work/Proposal,
December 17, 2021
(Incorporated herein as if copied in full)



---- Proposal----**TIPS 211001** 

12/17/2021

TEL: (512)688-5725

Fax: (512)688-5724

Submitted to Dwayne Gossett (Project Manager)

Company: Williamson County

Phone:512-943-1611

Job Title: Williamson County Constable Office Renovations

Job Locations: 412 Vance St. Taylor, TX 76574

Scope of Work:

1. Alterations and renovations to the Taylor Constables office as per attached scope from previous walks and conversations. Bid is to include all material and labor necessary to complete the scope as per these details, which was discussed at the last site visit.

Total Base Bid: 65,000.00

Alternate 1: \$10,590.00 Evidence Cage, 5 X 10 X 7' H, using 2 X 2 X 6g panel wire with key lock dead bolt, installed, primed and painted. \* Owner to provide a paint color

We propose hereby to furnish material and labor necessary to complete the base bid project in accordance with the above specifications, for the sum of 65,000.00 Sixty-five thousand dollars and 0/100\*\*\*\*\*

### \* Bonding is included in the total.

Feel free to contact Shane Gibson with any questions, or comments regarding the scope of this proposal. All work is to be completed in a workmanlike manner according to standard practices. Any alteration, or deviation from the above specifications involving extra cost will be executed only upon written approval and will become an extra charge over and above this estimate.

Shane Gibson:



# Williamson County Constable Office Scope

# First Area Receptionist 10' X 12' X 9.

R&R Fire Extinguisher, to new 9' section of wall that will enclose this space.

Remove Wallpaper and prep and paint

Demo 10' of 9' wall and case with sheetrock to make way for installation of 10' X 6' bronze storefront with a service counter.

R&R electrical in wall to be demolished and add 5 ring and strings.

Reuse a 3070 door and jamb RH swing out removed from other area, and reuse hardware.

(2) new base cabinets with supply drawer on top and hanging file drawer below with locks, and roughly 9 ft of uppers with shelving and doors. 75sf of laminate tops for standard ring included.

# Area Two Lobby/Corridor.

Replace two doors using the two RH doors from area 4 Training/Meeting Space. Cut door opening and install full clear glass to be frosted. Williamson County will provide the logo. R&R Hardware.

#### Area Three Patrol Rm.

Install new receptacle at ceiling and add several ring and strings.

Demo Section of wall, roughly 3' and remove door. Case opening using sheetrock, finish, and paint area. Install a 4-foot threshold as transition.

Add 4 plex receptacle.

# Conference Room.

Add 2 ring and strings.

# Storage Rm;

Remove a 30X70 door and a 8' X 9' high section of wall, patch, repair and paint. (Door to be reused in another area) Fur out a 10' X 9' high section of wall, and cover with plywood to protect refrigerant lines from damage.

# Area Four Training/Meeting Space Rm.

Demolition of 40' X 9' high sections of walls, removing (3) 3070 doors and jambs, reusing them in other areas. Install panic at stairway reused door.

Install roughly 700 sf section of carpet in new training/meeting space. (Barrett/Buckingham, color- Cavern -7072 34) 200 LF of 4" base.

G2 Construction Services Inc. - 211001

# Fetimator: David Adams

Williamson County - 20220115

Estimate Scope: Williamson County Constables Office Renovations 412 Vance Street Taylor Texas 76574			
Division Summary (MF04)			
01 - General Requirements	\$17,184.00	26 - Electrical	\$7,076.20
02 - Existing Conditions	\$8,565.00	27 - Communications	
03 - Concrete		28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	
05 - Metals		32 - Exterior Improvements	
06 - Wood, Plastics, and Composites	\$299.52	33 - Utilities	
07 - Thermal and Moisture Protection		34 - Transportation	
08 - Openings	\$10,355.50	35 - Waterway and Marine Transportation	
09 - Finishes	\$20,514.12	41 - Material Processing and Handling Equipment	
10 - Specialties	\$253.00	44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishinas	\$13,755.00	48 - Electric Power Generation	
13 - Special Construction		R&R / Demo	\$2,344.20
14 - Conveying Equipment		Trades	
21 - Fire Suppression		Assemblies	
22 - Plumbina		FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		MF04 Total (Without totalling components)	\$80,346.54
25 - Integrated Automation			
Totalling Components			
Priced Line Items	\$80,346.54	Nonpriced Line Items	
RSMeans TEMPLE, TX CCI 2021Q4, 87.50%	\$(10,043.32)	Nonpriced Contractors Coefficient (30.0000%)	
Contractors Coefficient (-5.000%)	\$(3,515.16)		

**Grand Total** 

\$66,788.06

Ш	Estimator: David Adams	Adams			Williamso	n County	Williamson County - 20220115
	Item	Description	MO	Quantity	Unit Cost	Total	Book
<b>1</b> 0 -	- General Requirements	irements  Economic conditions, unfavorable, add, modifications to total project cost	Project	65,000.0000	2.0000%	\$3,250.00 RSM21FAC O&P	SM21FAC &P
2	01-31-13-20-0180	Field personnel, project manager, minimum	Week	1.0000	\$3,475.00	\$3,475.00 RSM21FAC	SM21FAC , O&P
က	01-31-13-20-0240	Field personnel, superintendent, minimum	Week	2.0000	\$3,400.00	\$6,800.00 RSM21FAC	SM21FAC , O&P
4	01-31-13-90-0100	Performance Bond, for buildings, maximum	dob	65,000.0000	2.5000%	\$1,625.00 RSM21FAC	SM21FAC
2	01-54-36-50-1200	Mobilization or demobilization, delivery charge for small equipment, placed in rear of, or towed by pickup truck	Ea.	2.0000	\$222.00	\$444.00 RSM21FAC L, E, O&P	SM21FAC , E, O&P
9	01-54-36-50-1300	Mobilization or demobilization, delivery charge for equipment, hauled on 3-ton capacity towed trailer	Ea.	2.0000	\$360.00	\$720.00 RSM21FAC L. E. O&P	SM21FAC . E. O&P
7	01-74-13-20-0052	Cleaning up, cleanup of floor area, continuous, per day, during construction	M.S.F.	10.0000	\$87.00	\$870.00 8	\$870.00 RSM21FAC M. L. E. O&P
		01 - General Requirements Total					\$17,184.00
02	02 - Existing Conditions	ditions					
80	02-41-19-19-0800	Selective demolition, rubbish handling, dumpster, 30 C.Y., 7 ton capacity, weekly Week rental, includes one dump per week, cost to be added to demolition cost	Week	3.0000	\$800.00	\$2,400.00 RSM21FAC M, 0&P	SM21FAC
0	02-41-19-19-2040	Selective demolition, rubbish handling, 0'-100' haul, load, haul, dump and return, hand carried, cost to be added to demolition cost	C.Y.	90.0000	\$68.50	\$6,165.00 RSM21FAC L. O&P	SM21FAC , O&P
		02 - Existing Conditions Total					\$8,565.00
90	S - Wood, Plastic	06 - Wood, Plastics, and Composites	S. T.	128.0000	\$2.34	\$299,52 RSM21FAC	SM21FAC
		06 - Wood, Plastics, and Composites Total					\$299.52
08	08 - Openings						
Ξ =	08-43-13-20-1000	Storefront systems, aluminum frame, commercial grade, clear 3/8" plate glass, 6' x 7' door with hardware, 400 SF max wall, wall height to 12' high	S.F.	0000009	\$91.00	\$5,460.00 RSM21FAC M. L. O&P	SM21FAC A. L. O&P
12	08-43-13-20-9000	Storefront systems, aluminum frame, commercial grade, minimum labor/equipment charge	Job	1.0000	\$1,350.00	\$1,350.00 RSM21FAC L, O&P	SM21FAC O&P
13	3 08-71-20-36-0090	Door hardware, panic device, rim locks, single door, exit only, touch bar wide style, night latch US 26D	Ea.	1.0000	\$1,275.00	\$1,275.00 RSM21FAC M. L. O&P	SM21FAC 11, L. O&P
14	08-71-20-44-0710	Door hardware, anti-ligature mortise lockset, knob handle office set, US32D	Ea.	2.0000	\$760.00	\$1,520.00 RSM21FAC M. L. O&P	SM21FAC A. L. O&P
15	6 08-71-20-65-2310	Threshold, aluminum, ADA, 4" wide x 48" long	Ea.	1.0000	\$108.00	\$108.00 RSM21FAC M, L, O&P	SM21FAC A, L. O&P

# 12 - Furnishings

Ш	Estimator: David Adams	Adams			Williamso	n County -	Williamson County - 20220115
R&	R&R / Demo						
	Item	Description	MU	Quantity	<b>Unit Cost</b>	Total	Book
42	08-14-16-09-5000	Door, wood, for vision lite add	Ea.	1.0000	\$119.00	\$119.00 CUSTOM M, O&P	JSTOM , O&P
43	08-71-20-44-0710	Demo - Door hardware, anti-ligature mortise lockset, knob handle office set, US32D Labor Adjustment: 50% of \$83.50 = \$41.75	Е э	2.0000	\$41.75	\$83.50 CUSTOM	USTOM O&P
		Using Oxy Princing Bare Costs: (M:\$615.00 L:\$54.50 E: O:8.00 LH:1.000) O&P Labor Calc = O&P Total - (Bare Material + 10.000%) - (Bare Equipment + 10.000%) \$760.00 - \$676.50 - \$0.00 = \$83.50 Labor w/CCl = \$83.50 * 100.000% = \$83.50					
4	44 26-05-90-10-4030	Demo - Receptacle devices, residential, duplex outlet, ivory, EMT & wire, 20', 15 amp, incl box & cover plate Labor Adjustment: 50% of \$147.55 = \$73.78	Ea.	15.0000	\$73.78	\$1,106.70 custom	USTOM O&P
		Using O&P Pricing Bare Costs: (M:\$29.50 L:\$95.50 E: O:5.33 LH:1.501) O&P Labor Calc = O&P Total - (Bare Material + 10.000%) - (Bare Equipment + 10.000%) \$180.00 - \$32.45 - \$0.00 = \$147.55 Labor w/CCl = \$147.55 * 100.000% = \$147.55					
		R&R / Demo Total					\$2,344.20

66,788.06

Estimate Grand Total