
WILLIAMSON COUNTY
PURCHASE AND SERVICES CONTRACT
(Viking Fence Co., Ltd)

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 PURCHASE AND SERVICES 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 **Viking Fence Co., Ltd** (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 goods and services pursuant to the following terms, conditions, and restrictions:

I.

Goods and Services: Service Provider shall provide goods and services *as an independent contractor* pursuant to the 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 goods and services include, but are not limited to, the items described in the attached Quote being marked as **Exhibit A**.

Should the County choose to add goods and services in addition to those described, such additional goods and services shall be described in a separate written amendment to this Contract wherein the additional goods and services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional goods and services. Service Provider shall not begin any additional services or provide any additional goods and the County shall not be obligated to pay for any additional good or services unless a written amendment to this Contract has been signed by both parties.

Service Provider represents that Service Provider (including Service Provider’s agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described. The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

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 for the specific project and shall terminate upon

project completion or when terminated pursuant to paragraph IX below.

III.

Consideration and Compensation: Service Provider will be compensated based on the amount set forth in **Exhibit A**.

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.

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.

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	\$1,000,000	\$1,000,000

*(including premises,
completed operations
and contractual)*

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.

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 itself out as an agent or official representative of the County. 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.

VI.

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.

VII.

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.

VIII.

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.

IX.

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. In the event of termination, the County will only be liable for its pro rata share of services rendered and good actually received.

X.

Additional Rights and Remedies: Nothing contained herein shall be constructed as a limitation on such other rights and remedies available to the parties under law or in equity which may now or in the future be applicable.

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.

XIV.

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

XV.

No Assignment: Service Provider may not assign this Contract.

XVI.

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.

XVII.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVIII.

Public Information: Service Provider understands that County will comply with the Texas Public Information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XIX.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XX.

Authorized Expenses: In the event County authorizes, in advance and in writing, 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.

XXI.

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 (as if copied in full) into this Contract include the following:

- A. This Contract;
- B. The attached Quote being marked as **Exhibit A**; and
- C. Insurance certificates evidencing coverages required herein.

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.

XXII.

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.

[SIGNATURE PAGE TO FOLLOW]

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Judge Bill Gravell, Jr.
County Judge

Date: _____, 20____

SERVICE PROVIDER:

Viking Fence Co., Ltd

Name of Service Provider

April Bazan

Authorized Signature

April Bazan

Printed Name

Date: November 22, 2023

EXHIBIT A



Viking Fence Co., Ltd.

9602 Gray Blvd.
Austin, Texas 78758
(512) 837-6411, 1-800-252-8117

Dallas Branch
2975 Industrial Lane
Garland, TX 75041
(972) 293-1265, (214) 501-3538 (fax)

HUB CERTIFICATION #1742043230800 **NCTRCA MBE Cert # HMMB31501N0617**

Customer:

Williamson County- Angel Gomez
3101 SE Inner Loop,
Georgetown, TX 78626
Cell (512) 917-0894
angel.gomez@wilco.org

Job Site Address: CTTC- 601 N Alligator St, Granger, TX 76530

Date:10-10-23

Description:

Option 1:

Furnish and install 76' of 6' Galvanized Chain Link with (3) Strands of Barb Wire and (1) Walk Gate. Materials: 6' (9 GA) Chain Link, BSS 2 7/8" Terminal Post, BSS 2 3/8" Line Post, and BSS 1 5/8" Top Rail

Price

\$3,800.00

Option 2:

Furnish and install (1) 20' Chin Link Double Drive Gate with Biege Slats.

\$7,370.00

Option 3:

Furnish and install (1) 30' Chin Link Double Drive Gate with Biege Slats.

\$9,380.00

Option 4:

Furnish and install 55' of 6' Temp Fence

\$480.00

Plus Sales Tax if Applicable.

Proposal price based on one mobilization, Additional mobilization add \$900.00 / Mobilization.

All fence lines to be clear of all obstructions, and is to be done by others.
All fence corners, lines, gates, and end posts, to be clearly staked, or marked, by other before mobilization of fence crew.

Structural engineering, if needed, provided by others
Access Control bids are on separate proposal.

Customer Authorization: _____ **Date:** _____

Customer Name (please print): _____

Email: _____

We appreciate your business. Thank you.

Dan Cullison

Viking Fence Co, Ltd
Sr. Project Manager
Phone: 512-826-7543
Email: dan@vikingfence.com

Permanent Fence Installation - Terms & Conditions

Proposal Terms and Conditions

This bid is based upon the plans, specifications and drawings given to Viking Fence at the time of this bid, and assumes utilization of industry-standard material and labor types and quantities. Viking does not provide engineering or architectural services. If any documents provided to Viking for reliance in making this bid later prove to be incomplete or inaccurate, to an extent requiring Viking to utilize parts or labor in excess of those used in preparing this bid, Viking reserves the right to amend this bid as may be necessary to comply with changes in the foregoing documents, and to amend any contract made in reliance upon the price quotes contained in this bid. To the extent that any documents submitted to Viking by you for review in making this bid incorporate by reference any other document not given to Viking, or refer Viking to the contents of any other document not given by you to Viking, Viking will not be bound by the contents of any such document unless: (1) it is a public statute, rule, ordinance, or published industry code (for example, the Int'l Building Code); or (2) such document may be readily downloaded on the internet from a website or other URL to which Viking is given access prior to making this bid. No merger or integration clause in any subsequent contract executed by Viking is intended to supersede this paragraph, because Viking cannot knowingly bind itself to any contract terms contained in documents to which Viking is not given access before signing a final contract.

Payment Terms:

Payment due upon completion unless approved for credit. Net 30 terms, w/ regular progress billing as project is completed. Credit approval may be required. Retainage, if applicable, TBD. **Any accounts past due will be charged 1.5% monthly interest (as allowed per State Law).**

Insurance/Price:

All work done in professional manner by experienced, insured personnel. **Quote is valid for 5 days** and is preliminary based on estimated footage and initial scope of work. Final contract price will be determined with field measurement of actual completed iron work. If, at any point during the performance of the contract, the price of materials increases due to unstable/unusual market conditions that Viking Fence is unable to absorb, we retain the right to pass these price increases to you, our customer.

Warranty:

Viking Fence Co, Ltd hereby guarantees the workmanship and material for the contracted job, per the original contract as follows (a copy of our warranty can be downloaded at <https://www.vikingfence.com/warranty-certificate/>)

- (1) All Material is guaranteed to be as specified in original contract. Viking warrants that all work will be free of workmanship defects for one year from the date of installation and all defects occurring within that period shall be replaced at no cost to the owner. Any exceptions to this must be specified in original purchase contract.
- (2) Western Red cedar products provided will be consistent with our grading standards...see copy of Western Red Cedar Grading Standards on our warranty certificate. Defective material is defined as material that does not meet the grading standards or is structurally compromised if applicable. Western Red Cedar is a natural product, in which cracks, wane or checking may appear over time.
- (3) Pre-manufactured ornamental iron products are supplied with original manufacturer's warranties (ranging in term from 5 to 20 years, based on product).
- (4) Abuse or neglect of installed materials shall void this warranty.
- (5) All implied warranties, including merchantability, are limited to one year.
- (6) Viking does not warranty any Western Red Cedar wood fence material against termite infestation. We encourage our customers to read our Western Red Cedar page on our website for more detailed information regarding termites and to consult with your pest control professional.
- (7) Viking is not responsible for damage caused by shifting soil/terrain.
- (8) Gate Operators and other access control systems and accessories are supplied with original manufacturer's warranties. During the first year, defects in these components will be repaired without charge to the customer. After the first year, the customer will be charged for repair labor costs, but not for parts costs, as long as the original manufacturer's warranty is still valid.
- (9) Non-payment, in part or in whole, by the customer for services rendered or materials provided, per the original contract or invoice, shall void this warranty.

The warranties given above shall be the exclusive remedy for any breach by Viking Fence, and all liability for consequential, special or incidental damages is disclaimed.

Other:

Mechanics Lien: All materials remain the property of Viking Fence Inc. until the contract is paid in full. Customer is responsible for obtaining all necessary permits, except where noted. Viking Fence is relieved of all liability related to location and property lines. Viking Fence is not responsible for damage to any underground lines or pipes. A copy of all other Viking Standard Subcontract Terms included with this proposal are posted at <https://www.vikingfence.com/about-us/terms-and-conditions>.