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 Whitetail Construction, 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 April 10, 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.
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 $4,910.00, 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.

<table>
<thead>
<tr>
<th>Type of Coverage</th>
<th>Limits of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Worker's Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>b. Employer's Liability</td>
<td></td>
</tr>
<tr>
<td>- Bodily Injury by Accident</td>
<td>$500,000 Ea. Accident</td>
</tr>
<tr>
<td>- Bodily Injury by Disease</td>
<td>$500,000 Ea. Employee</td>
</tr>
<tr>
<td>- Bodily Injury by Disease</td>
<td>$500,000 Policy Limit</td>
</tr>
<tr>
<td>c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:</td>
<td></td>
</tr>
<tr>
<td><strong>COVERAGE</strong></td>
<td><strong>PER PERSON</strong></td>
</tr>
<tr>
<td>Comprehensive General Liability</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>
(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):

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>PER PERSON</th>
<th>PER OCCURRENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily injury</td>
<td>$1,000,000</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>(including death)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property damage</td>
<td>$1,000,000</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

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 April 10, 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

__________________________

Printed Name

Date: ________________, 2015

**SERVICE PROVIDER:**

Authorized Signature

__________________________

Printed Name

Date: 8-3-15, 2015
Exhibit “A”
Statement of Work/Quotation
MASONRY BID PROPOSAL

April 10, 2015

Estimator

Project: Wilco splash pad

We propose to furnish all the material and labor necessary for the completion of:

Division IV: Masonry

Include:
- Smooth Colored CMU
- CMU Mortar
- CMU Wire
- Grout
- Rebar
- Wood Plate
- J Bolts

Exclude:
- Tax, Trash Removal, Joint & Other Sealants, Temporary utilities

Addendum: none

All material and labor per Plans and Specifications, and completed in a workmanlike manner for the sum of:

Base Bid – $4,910.00

Proposal based on delivery charges, and material cost at today’s rate.

We may withdraw or revise this proposal if not accepted in 30 days.

Sincerely,

Dennis Mackey
Estimator
**Request for Taxpayer Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

<table>
<thead>
<tr>
<th>Line</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</td>
</tr>
<tr>
<td></td>
<td>Whitetail Construction, Inc.</td>
</tr>
<tr>
<td>2</td>
<td>Business name/disregarded entity name, if different from above</td>
</tr>
<tr>
<td>3</td>
<td>Check appropriate box for federal tax classification; check only one of the following seven boxes:</td>
</tr>
<tr>
<td></td>
<td>□ Individual/sole proprietor or □ C Corporation □ S Corporation □ Partnership □ Trust/estate</td>
</tr>
<tr>
<td></td>
<td>□ Limited liability company. Enter the tax classification (C=S corporation, S=S corporation, P=partnership)</td>
</tr>
<tr>
<td></td>
<td>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</td>
</tr>
<tr>
<td>4</td>
<td>Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</td>
</tr>
<tr>
<td></td>
<td>□ Exempt payee code (if any)</td>
</tr>
<tr>
<td></td>
<td>□ Exemption from FATCA reporting code (if any)</td>
</tr>
<tr>
<td></td>
<td>(applies to accounts maintained outside the U.S.)</td>
</tr>
<tr>
<td>5</td>
<td>Address (number, street, and apt. or suite no.)</td>
</tr>
<tr>
<td></td>
<td>Requester's name and address (optional)</td>
</tr>
<tr>
<td>6</td>
<td>PO Box 1585</td>
</tr>
<tr>
<td></td>
<td>Leander, TX 78646</td>
</tr>
<tr>
<td>7</td>
<td>List account number(s) here (optional)</td>
</tr>
</tbody>
</table>

### Part I: Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<table>
<thead>
<tr>
<th>Social security number</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ □ □ □ □ □ □ □ □ □</td>
</tr>
</tbody>
</table>

### Part II: Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am an U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<table>
<thead>
<tr>
<th>Signature of U.S. person</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paula Alms</td>
</tr>
<tr>
<td>Date</td>
</tr>
<tr>
<td>9-1-15</td>
</tr>
</tbody>
</table>

### General Instructions

**Section references are to the Internal Revenue Code unless otherwise noted.**

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/f9.

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 5.

**By signing the filled-out form, you:**

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding,

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.

Cat. No. 10231X

Form W-9 (Rev. 12-2014)