

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**PARK LIGHTING UPGRADE
ADDENDUM
TO
ELECTRICAL SERVICES CONTRACT
FOR WILLIAMSON COUNTY
BETWEEN
WILLIAMSON COUNTY, TEXAS
AND
FACILITIES SOLUTIONS GROUP, INC.
(BID # 13IFB00102)**

THIS ADDENDUM TO THE ELECTRICAL SERVICES CONTRACT (BID # 13IFB00102) is entered into by and between WILLIAMSON COUNTY, a political subdivision of the State of Texas, hereinafter referred to as ("WILLIAMSON COUNTY"), and **FACILITIES SOLUTIONS GROUP, INC.**, a Texas corporation, hereinafter referred to as ("FSG").

WITNESSETH

WHEREAS, WILLIAMSON COUNTY has an interest in supporting the efficient and effective administration of public facilities, health and safety, including but not limited to, ensuring adequate lighting and electrical maintenance of recreational facilities;

WHEREAS, FSG is the current electrical services provider and vendor to WILLIAMSON COUNTY to perform services based on hourly rates and parts discount pursuant to a contract with a remaining term under BID # 13IFB00102;

WHEREAS, additional details need to be addressed for the provision of these services as they relate to park lighting upgrading for WILLIAMSON COUNTY through her Facilities and Parks & Recreation Departments; and

WHEREAS, WILLIAMSON COUNTY believes that it is in the public interest to enter into this **Park Lighting Upgrade Addendum** with FSG;

NOW, THEREFORE, THE PARTIES agree as follows:

1. Services to be Provided in the Public Interest. FSG will operate as an independent contractor in Williamson County, Texas to continue the provision of services and goods pursuant to a contract with a remaining term under BID # 13IFB00102. All of the original terms and conditions under BID # 13IFB00102 remain in effect, and FSG shall strictly comply with the policies and oversight of the Williamson County Commissioners Court and any oversight it has delegated to the Williamson County Facilities or Parks Director(s). FSG shall provide services pertaining to the Williamson County Park Lighting Upgrade Project. The services include, but are not limited to the following items in order to complete the project:

As described in the Invitation for Bid #13IFB00102, including the specifications set forth in the attached Exhibit "A" - FSG Electric Proposal for Park Lighting Upgrade, dated April 10, 2014 (showing project cost of \$115,752) , which is incorporated herein as if copied in full.

Additional Work: Should WILLIAMSON COUNTY choose to add additional work, such additional work shall be described in a separate written amendment to this contract wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by WILLIAMSON COUNTY for the additional work. FSG shall not begin any additional work and WILLIAMSON COUNTY shall not be obligated to pay for any additional work unless a written amendment to this contract has been signed by both parties.

2. Project Start Date & Completion. As allowed by WILLIAMSON COUNTY at its sole discretion. Completion shall be performed within a reasonable amount of time. FSG shall provide for expeditious and practicable execution of the work.¹ Substantial Completion for all stages of the work shall be achieved on or before the following Substantial Completion date:

THE NINETIETH (90TH) WORKING DAY FROM THE DATE OF FSG RECEIVING COUNTY'S INSTRUCTION TO COMMENCE THE WORK.

Unless otherwise specified herein, or otherwise agreed in writing by the parties, the FSG shall attain Final Completion within one hundred twenty (120) working days from the date of FSG receiving County's initial instruction to commence the work.

¹ Any Change Orders or amendments must be approved by the Williamson County Commissioners Court prior to any changes being made.

3. Incorporated Documents. Documents expressly incorporated (as if copied in full) into this Park Lighting Upgrade Addendum include the following:

- 1) INF # # 13IFB00102 (and addenda);
- 2) Bidder's Bid (and addenda);
- 3) Exhibit "A" - FSG Electric Proposal for Park Lighting Upgrade, dated April 10, 2014 (showing project cost of \$115,752.00);
- 4) Exhibit "B" – FSG Bucket Truck Hourly Rate Proposal; and
- 5) Required Performance and Payment Bonds for the Park Lighting Upgrade Project.

WILLIAMSON 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.

4. On-Going Proof of Business & Workman's Compensation Insurance. FSG has previously provided proof of both Business & Workman's Compensation Insurance, which must remain in effect for this project and are already incorporated into the Bidder's Bid (and addenda). FSG shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of this contract or as required in this contract. If FSG fails to obtain, maintain or renew any insurance required by this Contract, WILLIAMSON COUNTY may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from FSG or declare this Contract void if FSG does not remedy the breach within ten (10) days after receipt of notice of breach.

5. Performance & Payment Bonds. FSG shall purchase and maintain the following:

Performance Bond. Upon execution of this Addendum, FSG shall provide a Performance Bond in the amount of 100% of the Contract Price for this project. The surety for a Performance Bond shall meet the requirements of Texas law.

Payment Bond. Upon execution of this Addendum, FSG shall provide a Payment Bond in the amount of 100% of the Contract Price for this project, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

The bonds are to be executed and delivered to WILLIAMSON COUNTY prior to this project commencing work. The bonds must be executed by a corporate surety or sureties in accordance with the Texas Insurance Code. For unit price contracts, the total contract price for this project shall be estimated and calculated by multiplying the estimated quantities to the Bidder's unit bid price.

6. Liquidated Damages. For each consecutive Working Day after the date of Substantial Completion that the Work is not Substantially Complete, WILLIAMSON COUNTY may deduct the amount of Two Hundred Dollars per Working Day (\$200.00/Working Day) from any money due or that becomes due FSG, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that WILLIAMSON COUNTY will sustain for late completion. The parties stipulate and agree that calculating County's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

7. Provision of Bucket Truck for Park Lighting Upgrade Project. An adequate bucket truck will be necessary for the provision of services for this project. Williamson County may pay FSG pursuant to the attached hourly rate set forth in Exhibit "B", which is incorporated herein as if copied in full. Such bucket truck must be adequately covered with both liability and full-coverage insurance. Alternatively, Williamson County may, at its sole discretion, procure or provide its own bucket truck for this project.

8. Subcontractors. FSG shall identify every subcontractor it intends to use for the Work to WILLIAMSON COUNTY in writing at least ten (10) days before entering into any subcontract. FSG shall not use any subcontractor to which WILLIAMSON COUNTY has a reasonable objection. If WILLIAMSON COUNTY does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to WILLIAMSON COUNTY. Following WILLIAMSON COUNTY's acceptance of a subcontractor, that subcontractor shall not be changed without WILLIAMSON COUNTY's written consent, which shall not be unreasonably withheld.

EXECUTED to be effective as of the date of the last party's execution below.

FOR WILLIAMSON COUNTY:

Presiding Officer
Williamson County Commissioners Court

Williamson County, Texas

Date: 5/2, 2014

FOR FSG:



Authorized Agent

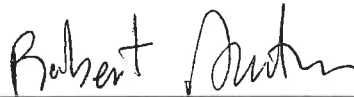
Date: 5/1, 2014

STATE OF TEXAS
COUNTY OF WILLIAMSON

*

*

This instrument was acknowledged before me on the 2ND day of May, 2014, by Mike Gilbert, of the Facilities Solutions Group, Inc., a Texas corporation, on behalf of the corporation.



Notary Public, State of Texas

