

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
FOR WORKFORCE TRAINING
LOADER DUMP TRUCK SAFETY CLASSES
(Williamson County Road & Bridge)**

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 **Randy Plaag d/b/a TrainingTexas**, (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.

Goods and Services: Service Provider shall provide goods and 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:

As described in the attached Proposal/Quotation, 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 \$42,000.00 (for up to 11 (eleven) classes), unless amended by a change order and approved by the Williamson County Commissioners Court. The County shall only be billed for classes actually conducted.** 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.

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 Proposal/Quotation, which is incorporated herein as if copied in full; and

B. This Addendum.

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.

V.

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 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.

VI.

Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.

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 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.

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: 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.

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:

SERVICE PROVIDER:

Authorized Signature

Randy C. Plaag

Authorized Signature

Printed Name

Randy C. Plaag

Printed Name

Date: _____, 2021

Date: September 7, 2021

**Exhibit
Proposal/Quotation
(incorporated herein as if copied in full)**

Training Proposal for the 2021-2022
Williamson County Road and Bridge
Lee Garrett, Safety Coordinator

- October 11-12, 2021 Class: Loader Dump Truck Safety
 Students: 4
 Cost: \$2,400.00

 8:00 -12:00 Class/Training
 12:00 – 1:00 Lunch
 1:00 – 5:00 Class/Training

 Equipment Required: 2 loaders and 2 dump truck with material to load

- October 13-14, 2021 Class: Loader Dump Truck Safety
 Students: 4
 Cost: \$2,400.00

 8:00 -12:00 Class/Training
 12:00 – 1:00 Lunch
 1:00 – 5:00 Class/Training

 Equipment Required: 2 loaders and 2 dump truck with material to load.

- November 15-18, 2021 Class: Basic Maintainer
 Students: 4
 Cost: \$4,800.00

 8:00 -12:00 Class/Training
 12:00 – 1:00 Lunch
 1:00 – 5:00 Class/Training

 Equipment Required: 2 Maintainers

- November 29-
December 2, 2021 Class: Backhoe
 Students: 4
 Cost: \$4,800.00

 8:00-12:00 Class/Training
 12:00-1:00 Lunch
 1:00-5:00 Class/Training

 Equipment Required: 2 Backhoes

- December 14-17, 2021 Class: Advanced Backhoe
Students: 4
Cost: \$4,800.00

8:00-12:00 Class/Training
12:00-1:00 Lunch
1:00-5:00 Class/Training

Equipment Required: 2 Backhoes
- January 11-12, 2022 Class: Preventive Maintenance & Safety
Students: 15
Cost: \$2,400.00

8:00 -12:00 Class/Training
12:00 – 1:00 Lunch
1:00 – 5:00 Class/Training

Equipment Required: 1- 10 yard dump truck and 2 pieces of equipment to inspect.
- January 18, 2022 Class: Equipment Load & Tie Awareness
Students: 10
Cost: \$1,200.00

8:00 -12:00 Class/Training
12:00 – 1:00 Lunch
1:00 – 5:00 Class/Training

Equipment Required: Dump Truck & Trailer
Pick Up & Trailer
Equipment to load
- February 7-10, 2022 Class: Regenerative Air Sweeper
Students: 4
Cost: \$4,800.00

8:00 -12:00 Class/Training
12:00 – 1:00 Lunch
1:00 – 5:00 Class/Training

Equipment Required: 2 Sweepers

- March 7-10, 2022
Class: Advanced Maintainer
Students: 4
Cost: \$4,800.00

8:00 -12:00 Class/Training
12:00 – 1:00 Lunch
1:00 – 5:00 Class/Training

Equipment Required: 2 Maintainers

- April 4-7, 2022
Class: Gradall
Students: 4
Cost: \$4,800.00

8:00 -12:00 Class/Training
12:00 – 1:00 Lunch
1:00 – 5:00 Class/Training

Equipment Required: 2 Gradalls

- May 9-12, 2022
Class: Asphalt Distributor
Students: 4
Cost: \$4,800.00

8:00 -12:00 Class/Training
12:00 – 1:00 Lunch
1:00 – 5:00 Class/Training

Equipment Required: 2 Asphalt Distributors

Billing will be processed after the completion of each class and required to be paid in 30 days. Randy C. Plaag or Training Texas is not responsible for any injuries to participants or equipment. By signing below you are agreeing to hire Randy C. Plaag dba Training Texas for the 11 classes listed in this proposal (subject to change by either party). By signing below you are agreeing to hire Randy C. Plaag dba Training Texas as your instructor and you are acknowledging that your organization carries all the necessary insurances to cover the participant and equipment.

Print Name: _____

Title: _____

Signature: _____

Date: _____

Our mission is to provide the best Heavy Equipment Training