

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**ADDENDUM FOR
MASTER SERVICES CONTRACT
FOR ELEVATOR INSPECTIONS
AND REPAIR/MAINTENANCE
SERVICES**

**(ThyssenKrupp, Omnia Coop Contract #R200502 for Maintenance; and
Proposal dated 7/28/21 with SOW for Inspections)**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is 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 ADDENDUM TO MASTER SERVICES CONTRACT FOR ELEVATOR INSPECTIONS AND REPAIR/MAINTENANCE SERVICES is made and entered into by and between **Williamson County, Texas** (hereinafter "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **TK Elevator Corporation** (hereinafter "Service Provider" or "Provider"), with offices located at 3615 Willow Springs Rd., Austin, TX 78704 (phone 512-486-1013, e-mail tana.harper@thyssenkrupp.com). The parties originally entered into an Agreement on September 28, 2021. Provider is engaged as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Section V of the original contract is revised in its entirety and shall be replaced with the following:

Consideration and Compensation: Service Provider will be compensated based on the attached Omnia Coop Contract #R200502 (maintenance) and Statement of Work/Fee Proposal, dated July 28, 2021 (inspection), which is incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is \$250,000.00 during any applicable County fiscal year (October 1st through September 30th), unless amended in writing in the form of an addendum signed by all parties and approved**

by the Williamson County Commissioners Court. Additionally, Texas law mandates as follows:

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.

II.

Section XIV of the original contract is revised in its entirety and shall be replaced with the following:

Effective Date and Term: The initial term of this contract shall be in full force and effect when signed by all parties and shall continue until September 30, 2023, unless terminated sooner pursuant to the county's right to termination for convenience set forth below in Paragraph XII. This contract will have two (2) additional one (1) year automatic renewals and will automatically renew on October 1, 2023, and October 1, 2024 for said one (1) year terms.

III.

In all other respects, the Agreement is reaffirmed.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

SERVICE PROVIDER:

Authorized Signature

Date: _____, 2022

Donna L Sams
Authorized Signature

Date: December 19, 2022