

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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**SERVICES CONTRACT FOR
EMERGENCY SERVICE TOWER CLIMBS
(Randal's Tower Tech, Inc.)**

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 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 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 **Randal's Tower Tech, Inc.**, (hereinafter "Service Provider"), with mailing address at P.O. Box 513, Little River, TX 76554. 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. 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 agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement.

II. 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. Attached Statement of Work/Pricing Quotation (Estimate No. 162950); and
- b. Any required 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.

III. No Assignment:

Service Provider may not assign this contract.

IV. 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.

V. Consideration and Compensation:

Service Provider will be compensated based on the attached Statement of Work/Pricing Quotation (Estimate No. 162950) which is incorporated herein as if copied in full. The not-to-exceed amount under this agreement is \$18,645.00, 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.

VI. 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 for bodily injury, death, or property damages in the following amounts:

COVERAGE

Comprehensive General Liability (*Including premises, completed operations and contractual*)

PER PERSON	\$1,000,000
PER OCCURRENCE	\$1,000,000

Aggregate policy limits:	\$2,000,000
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- (d) Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE

Bodily Injury (including death)

PER PERSON	\$1,000,000
PER OCCURRENCE	\$1,000,000

Property Damage:

PER PERSON	\$1,000,000
PER OCCURRENCE	\$1,000,000

Aggregate policy limit:	No aggregate limit
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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.

VII. Indemnification.

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. 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 or she is not an employee of The County. The services include, but are not limited to, the work described in the Statement of Work/Pricing Quotation (Estimate No. 162950), which is incorporated herein as if copied in full.

IX. Foreign Terrorist Organization.

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.

X. Public Information.

Service Provider understands that The 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.

XI. 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 The County in writing of any such damage within one (1) calendar day.

XII. Media Releases.

Service Provider shall not use The County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XIII. Good Faith.

Service Provider agrees to act in good faith in the performance of this agreement.

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. Termination.

This agreement 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 goods actually received.**

XVI. 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.

XVII. Severability.

In case any one or more of the provisions contained in this agreement 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 agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

XVIII. 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 Agreement, 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 Agreement 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.

XIX. No Waiver of Sovereign Immunity or Power.

Nothing in this agreement 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.

XX. Effective Date and Term.

This contract shall be in full force and effect when signed by all parties and shall continue for through the end of the current county fiscal year on September 30, 2023.

XXI. 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: _____

Randal's Tower Tech, Inc.

**Gerardo A
Gomez**

Digitally signed by
Gerardo A Gomez
Date: 2023.03.01 09:43:42
-06'00'

Authorized Signature

Gerardo A Gomez, General Manager

Printed Name

Date: 03/01/2023

RANDAL'S TOWER TECH, INC.

P. O. Box 513
Little River, TX 76554

Estimate

Date	Estimate No.
2/17/2023	

Name/Address

Williamson County
3171 SE Inner Loop
Georgetown, TX 78626

PO Number	Payment Method	Job
	Net 30	Inspection Climbs

Description	Qty	Rate	Total
Inspection climbs to assess ice damage for Williamson County	11	1,200.00	13,200.00T
Mob and de-mob within Williamson CO	11	495.00	5,445.00T
Out-of-state sale, exempt from sales tax		0.00%	0.00
Total			\$18,645.00

Accepted by: _____

Thank you for your business!