

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM
REGARDING RFP #22RFP32**

(Overhead Door Preventative Maintenance & Related Items)

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 AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer" or "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **NJC, LLC dba The Door Co.** (hereinafter "Company") with offices located at 5840 Williams Drive Suite A, Georgetown, TX 78633 (512-863-0007). Customer agrees to engage Company as an independent contractor, to assist in providing certain operational goods/services pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents: This Agreement constitutes the entire Agreement 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 Agreement include the following:

- A. Williamson County Solicitation #22RFP32 for Overhead Door Annual Preventative Maintenance Service(s);
- B. Company's Response to Solicitation #22RFP32 for Overhead Door Annual Preventative Maintenance Service(s);
- C. Company's Attachment B – Compensation and Fee(s) Schedule;
- D. Company's Attachment C – Compensation Fee(s) - Williamson County Buildings;
- E. Company's Quote #2015-3979 (dated March 1, 2022);
- F. Future quotes issued pursuant to this Agreement (subject to available funding); and
- G. This Williamson County Addendum.

Due to the expenditure of public funds and based on public policy, any conflicting terms will be resolved in favor of Williamson County in the discretion of the Williamson County Commissioners Court.

II.

In all other respects, the Agreement remains the same and 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.

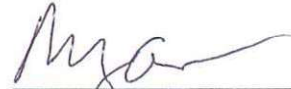
WILLIAMSON COUNTY:


Bill Gravell (May 24, 2022 12:05 CDT)

Authorized Signature

Date: May 24, 2022, 2022

NJC, LLC dba The Door Co.:



Authorized Signature

Date: 5/16/, 2022

**ANNUAL PREVENTATIVE MAINTENANCE AND EMERGENCY SERVICES
FOR WILLIAMSON COUNTY, TEXAS**

Attachment B – Compensation and Fee Schedule

This attachment shall be completed and returned with the Contractor response. Failure to return this completed attachment will result in the disqualification of the response.

Contractor shall submit a Compensation and Fee Schedule with a full list of all personnel titles and the hourly billing rate for each discipline which shall be incorporated into its contract.

Rates shall remain firm throughout the term of this contract purchase agreement. This compensation and fee scheduled shall be used to establish fixed prices for services by purchase order.

After award and as individual projects are identified, awarded Contractor will be requested to submit a fee proposal detailing the total fee for providing the Services for the specific project expressed as a “not to exceed” amount, the number of hours (by specialty in accordance with the approved fee schedule), and the total anticipated amount for reimbursable expenses. Contractor shall be responsible for all expenses associated with the work identified in the purchase order. (Labor, equipment, materials, travel, etc.). Final work order proposal, including all expenses for each individual work orders will be negotiated and approved at time of award of each work order and shall become a “fixed price” work order.

Service Request	Hourly Rate
1. Regular Business Hours	
a. Regular Hours	\$ 129.00
2. After Regular Business Hours	
a. After Regular Hours	\$ 193.50
3. Weekend or County approved Holiday(s)	
a. Weekends or County approved Holidays	\$ 193.50
4. Emergency Response during Regular Hours	
a. Regular Business Hours	\$ 139.00
5. Emergency Response during After Hours	
a. After Business Hours	\$ 193.50
6. Emergency Response on Weekends or Approved Holidays	
a. Weekend	\$ 193.50
b. Williamson County Approved Holidays	\$ 193.50

Materials – Remedial Repairs:

Materials not covered under quarterly or annual services:

- Contractor shall invoice at cost plus 9 percent. County retains right to audit all equipment invoices.

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