

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM
IFB #22IFB151 - Tree Limb Chipping Services
(RHB Construction, Inc.)

Important Notice: To the extent applicable, 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 AGREEMENT for Williamson County Solicitation #22IFB151 for Tree Limb Chipping Services is made and entered into by and between **Williamson County, Texas** (hereinafter "Client" or "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **RHB Construction, Inc.** (hereinafter "RHB" or "Service Provider") with offices located at 1103 Rivery Blvd., Ste. 250 Georgetown, TX 78628. County agrees to engage RHB as an independent contractor, to assist in providing certain operational 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. This Williamson County Addendum;
- B. Williamson County Request for Proposal #22IFB151, including addenda; and
- C. RHB Response to Williamson County Request for Proposal #22IFB151, including attachment(s).

In the event a dispute arises between terms and conditions of: 1) this Williamson County Addendum; (2) Williamson County Request for Proposal #22IFB151, including addenda; and (3) RHB Response to Williamson County Request for Proposal #22IFB151,

including attachment(s), applicable documents will be referred to for the purpose of Clarification or for additional detail in the following order of precedence: (1) this Williamson County Addendum; (2) Williamson County Request for Proposal #22IFB151, including addenda; and (3) RHB Response to Williamson County Request for Proposal #22IFB151, including attachment(s).

II.

Effective Date and Term: This Agreement shall be in full force and effect when signed by all parties, and the initial term of this Agreement shall be one (1) twelve (12) month period from the effective date, unless terminated sooner pursuant to the county's right to termination for convenience set forth below in Paragraph V. The agreement may be renewed for two (2) 12-month periods beyond the initial term at the discretion of the County.

III.

Compliance with All Laws: Both Client and RHB agree and will comply with all local, state or federal requirements with respect to the services rendered.

IV.

Consideration and Texas Prompt Payment Act Compliance: Service Provider will be compensated based on RHB's Response to #22IFB151. **This Agreement is subject to a not-to-exceed amount of two-hundred thousand dollars and zero cents (\$200,000.00) for any County fiscal year (October 1st to September 30th).** Client's 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 Client 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 Client 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 Client'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.

V.

Termination for Convenience: 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, Client will only be liable for its pro rata share of services rendered and goods actually received.

VI.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this agreement. The County does not agree to arbitration.

VII.

Venue and Governing Law: Venue of this agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.

VIII.

Right to Audit: RHB agrees that Client 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 RHB which are directly pertinent to the services to be performed under this agreement for the purposes of making audits, examinations, excerpts, and transcriptions. RHB agrees that Client shall have access during normal working hours to all necessary RHB facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Client shall give RHB reasonable advance notice of intended audits.

IX.

No Assignment: This Agreement may not be assigned without the County's prior written consent.

X.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Client, the Williamson County Commissioners Court, or the Williamson County Judge.

XI.

Texas Law Applicable to Indemnification: All indemnifications or limitations of liability shall be to the extent authorized under Texas law.

XII.

County Judge or Presiding Officer Authorized to Sign Agreement: The presiding officer of Client's governing body who is authorized to execute this instrument by order duly recorded may execute this addendum on behalf of Client.

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:

RHB CONSTRUCTION, INC.:



Authorized Signature

Date: Dec 20, 2022, 2022



Authorized Signature

Date: 12-12-22, 2022