
**AMENDMENT TO
WILLIAMSON COUNTY
SERVICES CONTRACT**

(Building Abatement Demolition Company, 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 the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS AMENDMENT TO THE SERVICES CONTRACT (hereinafter “Amendment”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Building Abatement Demolition Company, Inc.** (hereinafter “Service Provider”), both of which are referred to herein as the Parties.

RECITALS

WHEREAS, the Parties executed a service contract for asbestos abatement for the Old DPS Building, located at 516 Pine Street, Georgetown, Texas (“Service Contract”), which became effective as of June 27, 2023;

WHEREAS, the County wishes to engage Service Provider for additional asbestos abatement at the Old Game Warden Office;

NOW, THEREFORE, the Parties agree that the Service Contract is amended as follows:

AGREEMENTS

- I. Section I. Services of the Agreement shall be amended as follows:

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, she, or it is not an employee of the County. The services include but are not limited to the services and work described in the attached Proposal being marked as **Exhibit “A” and Exhibit “A.1”** which is incorporated herein to the extent the Proposal meets or exceeds the requirements of County’s solicitation, if applicable.

Service Provider represents that Service Provider (including Service Provider’s agents, employees, volunteers, and subcontractors, as applicable) possess all

certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit "A" and Exhibit "A.1,"** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

- II. Section II. Effective Date and Term of the Agreement shall be amended as follows:

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until September 30, 2023 or when terminated pursuant to this Contract, whichever event occurs first.

- III. Section III. Consideration and Compensation of the Agreement shall be amended as follows:

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit "A"**. The not-to-exceed amount shall be **Eighteen Thousand Five Hundred Sixty-Two Dollars and Two Cents (\$18,562.02).**

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. Section XXI. Entire Contract & Incorporated Documents: Conflicting Terms of the Agreement shall be amended as follows:

Entire Contract & Incorporated Documents: Conflicting Terms: 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 into this Contract include the following:

- A. As described in the attached Proposal, and being marked **Exhibit "A" and Exhibit "A.1,"** which is incorporated to the extent the Proposal meets or exceeds the requirements of County's solicitation, if applicable; and
- B. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

- V. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and to perform its obligations under the Agreement; and, furthermore, the Agreement and this Amendment are the valid, binding, and enforceable obligations of such party.
- VI. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

WILLIAMSON COUNTY:

Bill Gravell Jr.

Bill Gravell Jr. (Jul 18, 2023 15:12 CDT)

Authorized Signature

Judge Bill Gravell, Jr.,

County Judge

Date: Jul 18, 2023 ____, 20__

SERVICE PROVIDER:

Building Abatement Demolition Company, Inc.

Name of Service Provider

Dana Mitchell

Authorized Signature

Dana Mitchell

Printed Name

Date: July 12th ____, 2023

Exhibit "A.1"

BUILDING ABATEMENT DEMOLITION COMPANY, INC.

JUNE 27, 2023

Reference: (TIPS Contract #230104) ROC# 1 Bid for the Asbestos Abatement at the Old Game Warden Office Georgetown, Texas.

In accordance with your request **Building Abatement Demolition Company, Inc.** is pleased to submit the pricing to furnish labor, equipment and materials needed for the asbestos abatement at the above-mentioned property.

SCOPE OF WORK:

- Removal and proper disposal of **Approx (350 SF)** of mastic from the structure

Lump Sum Bid: **\$ 3,333.72**

EXCLUSIONS ARE AS FOLLOWS:

- **Permits/Fees**
- **Cutting/Capping of Utilities or Make Safe**
- **Any concealed conditions**
- **Asbestos Consultant**

BID NOTES AND CLARIFICATIONS:

- This proposal is based on a fifty- (50) hour workweek, Monday through Friday.
- This proposal is good for sixty- (60) days from the date of this proposal.
- Lump sum price includes all labor, supervision, material, equipment, waste hauling and disposal, overhead, profit, payroll taxes, General liability insurance and Workers compensation.
- Removal and clean up will be in accordance with all federal, state and local regulations that are specifically applicable to this job and are in effect at the time of this proposal.
- It will be the owner's responsibility to remove all non-stationary items such as tools, supplies, furniture and equipment to be salvaged or reused prior to any abatement and demolition activities.
- Provide transportation and disposal of all debris to an approved landfill by an insured and licensed hauler.

AUSTIN OFFICE 1621 CR 269 LEANDER, TX. 78641 OFFICE 512-778-6069

CHRIS@BADCOMPANY-INC.COM

- Owner will supply all water and electricity needed throughout the abatement and demolition portions of the project.
- All notifications, waste manifests, employee certifications, physician's written opinions, contractor licenses, daily logs and other pertinent data will be supplied to the customer within thirty (30) working days of job completion.
- The notification fee is **not** included in this bid price. Those fees will be billed direct to the owner from the state.
- **Building Abatement Demolition Company, Inc.** does not hereby assume responsibility nor indemnify the general contractor and / or owner for their sole negligence. In the event of concurrent negligence, **Building Abatement Demolition Company, Inc.** indemnity will apply to the extent of **Building Abatement Demolition Company, Inc.** negligence.

TERMS:

The terms of payment of the material, equipment and labor based on the original scope of work described herein will be due: Net 30 Days

Final Retainage Payment will be due thirty (30) days after work completion and indebtedness accrual as defined in Chapter 53 of the Texas Property Code

We sincerely appreciate the opportunity to submit this proposal and look forward to being of other service on this project.

Sincerely;

Building Abatement Demolition Company, Inc.

ACCEPTED BY:

Chris Moreau

VP OPERATIONS

SIGNATURE

DATE