




Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Services	Department:	Facilities
Vendor Name:	McLemore Building Maintenance, Inc		
Vendor Address:	110 Fargo St., Houston, TX 77006		
Purpose/Intended Use of Product or Service (summary):			
Services Contract for Custodial Services			
P.O./Contract Number:	170104	Effective Date:	10/01/2018
Purchaser/Contract Specialist:	Dianne West	Expiration Date:	09/30/2019
Requested By:	Christi Stromberg, Facilities Contract Coordinator		
Detailed description of renewal of product and/or service.			
<ul style="list-style-type: none">Williamson County wishes to extend this bid/proposal for the same terms and conditions as the existing contract, with the exception of updates to include the new TIPS interlocal agreement number, incorporating Security Addendum, updated Janitorial Services for Williamson County Specifications and Scope of Services with revised pricing where indicated on page 2, under pricing structure phase 1:1.B, and floor work services separately priced in Pricing Structure Phase 1:3 on page 3.Extend Contract for the second (#2) of two (#2) one-year renewal option periods: Renewal Option Period 2 October 1, 2018 – September 30, 2019 Renewal Option Period 1 October 1, 2017 – September 30, 2018 Initial Contract Period June 3, 2017 – September 30, 2017			
BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN			
Vendor <u>McLemore Building Maintenance, Inc.</u>		<u>Williamson County, 710 Main St., Georgetown, TX 78626</u>	
Name <u>Curtis McLemore</u>		<u>Dan A. Gattis</u>	
Title <u>CEO</u>		<u>Williamson County Judge</u>	
Signature 		Signature _____	
Date <u>September 18, 2018</u>		Date _____	



INTEGRITY

EXPERTISE

RESULTS

Streamlined solutions for janitorial operations at



Submitted by:
Richard B. Rodriguez, VP of Operation

September 12, 2018

Contract Pricing- Custodial, Consumables and Floor Work

McLemore has comprehensively reviewed and discussed the expectations along with comparing the specifications and scope of services with the Facilities Contract Administration and Director of Facilities Contract Administration during scheduled meetings starting in July 2018. We have reviewed labor standards and productivity rates, broken wages out by class and compared competitive rates based on sites serviced in the area. Additionally, we included benefits, taxes and insurance costs to provide a competitive gross labor cost.

Pricing Structure Phase I:

1. Custodial Service for Williamson County

A. Effective October 1, 2018, monthly cost for Williamson County*:..... \$79,317.42/mo.

- a. See page 5 for approved Williamson County buildings broken down for monthly expense tied to custodial services that total the above monthly expense.

B. Pricing for custodial services increase include:

- i. Adding one (1) additional Day Porter assigned to Justice Center.
- ii. Adding one (1) additional Day Porter assigned to Georgetown Annex.
- iii. Adding two (2) night supervisors to oversee and ensure nightly custodial services are completed within scope of contract.
- iv. Adding one (1) additional custodial services van for increased staff.
- v. Increasing custodial hourly wage from \$9.00 to \$10.00.
- vi. Includes Sunday route building custodial services for public restrooms and meeting rooms: Round Rock B, Emergency Services Operation Center, Georgetown Annex (when building becomes occupied – areas currently cleaned at Central Maintenance Facility), Historical Courthouse, Round Rock Jester, Sheriff Office Admin/Jail;
- vii. Five (5) day per week cleaning of all requested buildings listed in the contract, including all trash and approved recycling containers emptied and appropriate liners replaced; and
 - a. Exception: Buildings identified in contract for buildings that have areas reserved or used on weekends.

C. Cleaning of additional Williamson County buildings outside of original scope of services and Expo events will be billed separately. Pricing under Additional Services.

2. Consumables and dispensers are included in contract pricing. Exceptions: Consumables for Expo events and Gun Range will be billed separately to both departments for payment.

- a. See page 6 for Consumable pricing.

3. Floor Work Services:.....\$15,900/mo

a. Williamson County buildings schedule currently working with facilities to create.

- i. All floor work completed has to be approved by Williamson County Facility Contract Administration and or Director of Facilities.
- ii. If unforeseen circumstances where to arise monthly expenditures will be adjust accordingly. Floor schedules will be schedule with Facility coordinator and Floor Tech Supervisor monthly to assure task is scheduled and completed in a timely manner.

b. Pricing for Floor Tech services increase include:

1. Adding four (4) floor tech specialist; beak down to include:
 - a. One (1) Floor tech Lead/Supervisor
 - b. Three (3) floor tech specialist/assistant
2. Adding one (1) or more dedicated Floor Tech vehicles to transport floor equipment.

Pricing Structure Phase II:

- a. All custodial and floor services detailed in Phase I above; and
- b. Added Animal Shelter 5,365 SF= Monthly cost: \$590.15, upon completion once opened in 2019.
- c. Georgetown Annex 55,575 SF = Monthly cost: \$6,113.25

Additional Services

Events/ Extra Work.....	\$20.00/hr.
Strip and Wax Hard Floor Surfaces.....	\$ 0.25/ SF.
Strip and Recoat Hard Floor Surfaces.....	\$0.20/ SF.
Carpet Extraction Pricing.....	\$0.14/ SF.
Additional buffing above frequencies Pricing.....	\$0.04/ SF.

* Sales tax are not applicable with this contract. Pricing includes cleaning chemicals and equipment, consumable supplies for areas within Scope of work. All pricing outlined in this contract reflects a discount of 5% for cash or check payment. If payment is made via credit card, a price increase of 5% will be applied and billed back to client. In the event McLemore Building Maintenance, Inc. and client have agreed in advance to payment using a credit card, the 5% increase will be added to the original invoice to avoid a bill back invoice. If client contracts with a 3rd party for billing which will require McLemore to utilize, then McLemore will invoice the fee back to the client.

What additional information would you need to determine that McLemore is the best choice as Williamson County's service provider?

**Thank you for the opportunity to offer exceptional value to Williamson County.
We look forward to building a partnership as Williamson County Provider of Choice.**

A. Monthly Expenditure per Building for Custodial Services:

Building Name	Cleanable SF	Monthly Cost	
WCJC	161,000	\$ 20,930.00	
Central Main	13,754	\$ 1,788.02	
Cedar Park Annex	30,147	\$ 3,617.64	
Taylor Annex	16,151	\$ 1,938.12	
Round Rock Jester	26,200	\$ 3,406.00	
Innerloop	33,345	\$ 4,001.40	
Historic Courthouse	20,549	\$ 2,671.37	
GT Health Dept.	6,800	\$ 816.00	
Taylor Health Dept.	16,151	\$ 1,938.12	
Round Rock Annex	24,000	\$ 2,880.00	
Sheriff Adm/Jail Pub RR	19,882	\$ 2,385.84	
CSCD Adult Probation	8,930	\$ 1,071.60	
Tax Office	14,711	\$ 1,765.32	
JP Pct. 4	3,751	\$ 450.12	
Wilco Regional Animal	5,365	\$ 643.80	
Historical Museum	3,800	\$ 456.00	
Children Advocacy	5,225	\$ 627.00	
Public Safety Bldg.	2,375	\$ 285.00	
Lott Building	4,750	\$ 570.00	
Facilities Services Center	3,800	\$ 456.00	
Sheriff Office Eastside	1,333	\$ 159.96	
Commissioner Pct. 3	1,140	\$ 136.80	
Hutto Annex	6,787	\$ 814.44	
Health Dept. Education	1,710	\$ 205.20	
TABC / Game Warden	475	\$ 57.00	
Animal Shelter Addition	5,365	\$ -	\$ 590.15
Georgetown Annex	55,575	\$ -	\$ 6,113.25
Parking Garage	400	\$ 40.00	
Hutto Community Room	1,482	\$ 177.84	
Juvenile Justice	68,995	\$ 8,969.35	
CMF Sign Shop	5,515	\$ 661.80	
ESOC	18,000	\$ 2,160.00	
Park HQ	2,822	\$ 338.64	
Texas Ave	23,473	\$ 2,816.76	
Expo Center	8,455	\$ 1,014.60	
SO Training Center	22,777	\$ 2,733.24	
Fleet Addition	3,021	\$ 362.52	
Wireless Comm	9,482	\$ 1,137.84	
Inspection	5,311	\$ 637.32	
EMS Training	34,056	\$ 4,086.72	
San Gabriel Animal Park	500	\$ 60.00	
Gun Range	417	\$ 50.04	
Total Montly Pricing		\$ 79,317.42	
Total Annual Pricing		\$ 951,809.04	

ITEM #	UOM	DESCRIPTION	PRICE
Liner			
124645	250/Cs	37 x 46 14 Mic Natural	\$ 27.54
10080343	250/Cs	40 x 46 12 Mic Natural	\$ 25.30
10080344	500/Cs	30 x 35 8 Mic Natural	\$ 19.33
10083508	1000/Cs	24 x 31 6 Mic Natural	\$ 21.13
Paper Product			
325581	4000/Cs	MB540A White M/F Towel	\$ 21.99
325566	6 RL/Cs	Z90088 Tork-matic Brown Basic Roll Towel	\$ 38.04
325708	6 RL/Cs	RK800E 7-3/4" X 800' Natural Roll Towel	\$ 25.55
325716	6 RL/Cs	Z90089 7 3/4" x 700' White Roll Towel	\$ 41.69
10046626	12 RL/Cs	TJ0922A Tork 2Ply 9" JRT	\$ 32.75
10051507	36 RL/Cs	110292A 3.9"x3-3/4" Tork 2 Ply TT	\$ 46.14
10052779	12 RL/Cs	RB350A 7-3/4" X 350' White Roll Towel	\$ 28.01
10056433	12 RL/Cs	11020602 Tork Mini Jumbo 2 Ply TT	\$ 43.87
10058226	96 RL/Cs	TM16165 Tork Universal 2ply White TT	\$ 43.03
Hand Soap			
921813	4- 1 Gal/Cs	1807-04 1 Gal Pink Skin Cleanser	\$ 31.14
10041455	2-1200ml/Cs	5361-02 TFX Lavender Foaming Soap w/ Condit	\$ 27.47
10080000	12- 800ML /Cs	800 ML Pink Lotion Hand Soap	\$ 31.31
10091957	2- 1200ml / Cs	1916-02 1200ML Pomeberry Foam Hnd Wsh	\$ 39.64
921100	4- 1 gal/case	88047 DIAL 1GAL ANTIMIC LIQUID SOAP	\$ 58.94
10078873	4- 1 gal/case	9635 SOFT TOUCH 1GAL LIQUID HAND SOAP	\$ 21.06
Mops/Brooms/Wipers/Dusters/Brushes			
626987	Each	C11 60" Flat Handle	\$ 4.75
10058094	Each	150 White Value-Plus Toilet Bowl Caddy	\$ 2.30
904168	Each	Bowl Mop	\$ 0.61
10097205	Each	Radiance Black Poly Lobby Broom	\$ 5.30
10097204	Each	Radiance Black Lobby Dust Pan	\$ 9.28
913009	Each	1 x 60 Clip On Dust Mop Handle	\$ 7.10
913305	Each	C14W 1" x 60" Jaws WD Handle	\$ 7.31
915625	Each	Large Angle Broom Plastic	\$ 6.48

915902	Each	4067400 7"Brush w/1/2" Nylon Bristle	\$	3.83
919219	Each	5 x 24 Dust Mop Frame	\$	3.74
919226	Each	5 x 36 Dust Mop Frame	\$	4.54
919264	Each	5 x 24 Dust Mop Head Slot Pocket	\$	7.16
919269	Each	5 x 36 Dust Mop Head Slot Pocket	\$	9.59
962746	12/Bx	Pumice Sticks	\$	34.37
972341	Each	#24 Rayon Cut End Mop Head	\$	5.05
972809	Each	Med Blue Loop Mop	\$	6.33
972816	Each	Lg Blue Loop Mop	\$	7.88
973803	Each	700L Blue & White Finish Mop	\$	8.52
10097211	Each	Radiance 44 Gallon Gator Container	\$	33.79
10060606	Each	7705 Yellow Vinyl Gator Caddy Bag	\$	38.36
10060610	Each	7704 Black Gator Dolly For 22-32-44-55 Gallon	\$	35.41
10045103	Each	18" Blue Wet Flat Mop	\$	3.48
10097213	Each	Radiance Yellow Side Press Combo Bucket/Wringer	\$	69.47
10068630	Each	18" Red Wet Flat Mop	\$	3.48
10086696	Each	16 x 16 Blue Microfiber Cloth w/ MBM Logo	\$	0.83
10086697	Each	16 x 16 Red Microfiber Cloth w/ MBM Logo	\$	0.83
10086698	Each	16 x 16 Green Microfiber Cloth w/ MBM Logo	\$	0.83
10093713	Each	LBH18 Silver/Orange Bucketless Handle	\$	42.08
10093715	Each	LBH18B Replacement Bottle	\$	7.06
10068618	Each	lws18 18" Green Microfiber Wet Mop	\$	3.48
10111141	each	18"MICROFIBER FRAME W/HANDLE - Desktop Cleaner	\$	16.39
10122444	each	RADIANCE 44GAL GRY CONT W/BLK DOLLY	\$	62.10
10075791	Each	3148 33"-45"EXTENDABLE MICROFIBER DUSTER	\$	7.85
Flour Pads, Hand Pads, Squeegers, Scrappers, Putty Knives				
10090341	24 per Case	Mr Clean Magic Eraser Pads	\$	28.45
912949	Each	1 1/4" Putty Knife	\$	1.48
960062	5 per Case	20317 3500 27" TAN NAT BLEND PAD	\$	71.20
960082	5 per Case	25863 3600 27"ERASER BURNISH PAD	\$	81.52
962655	Each	64728 20511 DOODLEBUG PAD HOLDER BULK	\$	18.46
962662	10 BOX	8550 DOODLEBUG BLK HIGHPRO PAD	\$	29.38
963264	5 per Case	7300 20" HIGHPRO PAD	\$	61.39

10098758	5 per Case	RADIANCE 20"WHT POLISH PAD	\$	15.51
10099050	5 per Case	RADIANCE 20"BLK STRIPPING PAD	\$	15.51
10099053	5 per Case	RADIANCE 20"RED BUFFING PAD	\$	15.51
10099055	5 per Case	RADIANCE 13"RED BUFFING PAD	\$	8.90
10099063	5 per Case	RADIANCE 20"BLU CLEANING PAD	\$	15.51
10099067	5 per Case	RADIANCE 13"BLK STRIPPING PAD	\$	8.90
10099074	5 per Case	RADIANCE 13"WHT POLISHING PAD	\$	8.90
Hygiene, Spec. Restroom				
323777	5000/Cs	SORA 1/2 Fold Seat Covers	\$	42.22
10056101	500/Cs	Naturelle Tampons	\$	80.45
939364	4 / 7oz/Cs	Linen Fresh Air Freshener R/M	\$	48.06
982868	250/Cs	RM6141 Waxed Sanitary Liners	\$	32.02
10068636	250/Cs	25189973 Naturalle #4 Maxipad w/ Wings	\$	51.65
10110963	24/Cs	Barricade 12" Fragrance Stix-Orchids of Oahu Scent	\$	56.84
10110964	24/Cs	Barricade 12" Fragrance Stix-Tempest Blue Seas Scent	\$	56.84
10111176	24/Cs	Barricade 12" Stix- Mounting Bracket	\$	40.77
10134954	12 / Box	EKS3812 BLU FRESH URINAL SCREEN	\$	48.16
Chemicals				
10141947	2- 3 Liters/Case	RADIANCE SUPER MEGA MOP G A/P CLNR	\$	56.11
10141948	2- 3 Liters/Case	MAXIM FACILITY DISF CLNR	\$	78.82
10141980	2- 3 Liters/Case	RADIANCE LAVENDER A/P CLNR	\$	63.42
10079821	4 / 1 GAL	SPRAY MAINTAINER	\$	39.57
10079726	12 / 1 QTS	RADIANCE CLINGING BOWL CLNR 9% HCL ACID	\$	24.39
10079759	12 / 1 QTS	MULTI PURPOSE CLEANER DEGREASER	\$	30.02
10090793	6 per Cs	30824 CLO HEALTHCARE PEROXIDE DISF WIPE	\$	38.93
10079753	4 / 1 GAL	LEMON DISINFECTANT DETERGENT (KAIVAC)	\$	48.22
Floor Care Products				
10142608	2- 2.5 Gal/Case	RADIANCE HIGH GLOSS 22%FLOOR FINISH	\$	67.85
10146211	2- 2.5 Gal/Case	RADIANCE 2-1/2GAL SUPER FLOOR STRIPPER	\$	70.73
10080001	12 / CASE	BASEBOARD STRIPPER	\$	44.56
10079778	12 / CASE	GUM REMOVER	\$	47.73
PPE, Safety Prod.				
971180	Each	9175 Safety Pole / Closed for Cleaning	\$	15.58

10097212	Each	Radiance Yellow Wet Floor Sign Eng/Span	\$	8.02
10089674	100/Bx	8642XL Xlarge Black Nitrile Powderfree Glove	\$	7.11
10087618	100/Bx	8642L Large Black Nitrile Powderfree Glove	\$	7.11
10087619	100/Bx	8642M Medium Black Nitrile Powderfree Glove	\$	7.11
10005884	100/Bx	8608 Medium Powder Free Vinyl Gloves	\$	3.70
10005885	100/Bx	8608 Large Powder Free Vinyl Gloves	\$	3.70
Misc				
10036714	4/Pk	350016 C-Cell Alkaline Battery	\$	10.21
10050770	4/Pk	350015 D-Cell Alkaline Battery	\$	11.17
923287	Pail	9560 Nice-N-Clean Laundry Detergent	\$	27.81
991231	Each	50' Heavy Duty Ext Cord 16 Gauge	\$	16.97
10053796	6 - 12 oz/Box	FR56-14-SS Lemon Supersorb Absorbent	\$	39.81



JANITORIAL SERVICES FOR WILLIAMSON COUNTY

SPECIFICATIONS AND SCOPE OF SERVICES

Williamson County requested update of Janitorial Services contract from original bid by McLemore Building Maintenance (here after referred to as Vendor), including increasing the night staff supervision, day porters and floor work staff and schedule to ensure all work is completed as expected and outlined. The revised contract contains detailed and specific information regarding Williamson County's standards and expectations for all Janitorial Services.

The entire proposal, if accepted for contract purposes, will be part of the overall agreement. The revised Janitorial Service contract must be **valid for a period of ninety (90) days** and must be honored at time of awarding contract.

Vendor agrees that the services will be provided, under this contract, are vital to Williamson County and must be continued without interruption and that upon expiration of this contract another vendor may be selected. Successful Vendor agrees to exercise its best efforts and cooperation to effectively have an orderly and efficient transition to a successor.

Williamson County and Vendor both agree that the Williamson County Commissioners Court shall be the sole and final authority on issues relating to this contract. Any matter not resolved to the Vendors satisfaction, the Vendor shall have the right to be heard in open court by Commissioners Court and the decision of Commissioners Court shall be final and conclusive and shall be binding on all parties concerned.

There may be County buildings not included in the updated request. During the term of the contract between Williamson County and the Vendor, additional Williamson County buildings may be added in addition to those listed in the pricing sheet. Buildings currently under construction and/or those in pre-construction phase are listed in these documents. Only occupied buildings will be serviced and billed. Drawings of each building are available and have been made available from Wilco Facilities.

Vendor shall conduct Criminal Justice Information Services (CJIS) background checks on all the Vendor permanent and temporary personnel and sub-contractors scheduled to perform services in any Williamson County building under this contract prior to services beginning. All Vendor staff entering any Williamson County building, under the Janitorial Services awarded contract, must be fingerprinted through FAST Services. Texas Fingerprinting Service Code Form will be provided to the vendor.

- a. Vendor's employee or sub-contractor that have cleared fingerprint on file with Williamson County from prior contracts, do not need to obtain a new clearance/check. However, names of Vendor employees must be submitted to Williamson County Facilities Contract Administrator or designee so Williamson County designee may contact Texas Department of Public Safety (Tx DPS) to confirm Vendors employees fingerprint existence. In the event there is no FAST location in their area there, Option B may be allowed. Option B allows the Vendor employee to printed requested information on a "hard card" and the "hard card" be mailed to the designated recipient (See Fast pass form for specific information and/or visit website for additional information regarding Option B).

Williamson County will provide CJIS training program to Vendor. Vendor must provide this training to their employees at time of hire and as requested by Williamson County Facilities Contract Administrator or designee. Williamson County requires the CJIS Security Awareness Certification Statement and the Security Addendum Certification to be completed, signed and delivered to the Facilities Contract Administrator for all Vendor staff assigned to the Williamson County contract or those Vendor employees that may enter any Williamson County building to conduct Vendor business. The CJIS training form(s) and Security Addendum Certification will be provided to the Vendor at time of contract award. The required employee criminal background checks, employee history, and all documentation of each individual's right to work in the United States must be provided to the following individual prior to beginning work.

Williamson County
Attn: Shantil Moore, Facilities Contract Coordinator
3101 SE Inner Loop Georgetown, Texas 78626

Additionally, the Vendor must continuously submit background forms and provide appropriate checks for all new employees prior to new employee entering any Williamson County building. New employees must have background checks conducted and approved by Facilities Contract Administrator or designee before access to requested Williamson County building will be authorized.

Janitorial services must be performed Monday through Friday between the hours of 5:00 p.m. and 6:00 a.m., unless otherwise noted in the specifications or instructed, in writing, by Facilities Contract Administrator or designated. Exceptions for some Williamson County buildings may be made. Vendor staff are responsible for not interfering with normal flow of business, if janitorial services are allowed during business hours. A schedule of routine work will be provided by the Vendor to the Facilities Contract Administrator documenting the days and expected arrival and departure time of all janitorial staff for each Williamson County building. Any deviations from the schedule must be reported to the Facilities Contract Administrator at minimum 24 business hours in advance, where applicable.

Vendor is expected to have and maintain adequate staff and support to properly service the contract. Vendor must provide a list of employee positions and job descriptions (i.e. - Project Manager, Day Porter, Floor Tech, supervisory employees and production employees) along with outline of their job duties, assigned building and starting/ending working hours. Vendor must also provide a list of how many and which employees will be at each building.

Company uniforms and identification badges (ID) must be provided by Vendor for all Vendor employees working in any Williamson County building or on Williamson County premises. Uniforms and ID badges must be worn 100% of time when Vendor employees are working in any Williamson County building.

Vendor must provide training to adequately meet Williamson County's needs. Training to include OSHA regulations, general safety, and custodial procedures. On the job training at the facility vendor's employee is assigned is mandatory.

Vendor must effectively communicate between County Officials, employees and Williamson County Facilities Contract Administrator or designated Williamson County staff. The night supervisors, day porters and floor tech supervisor/lead must speak the English language.

An Emergency Contact must be available 24 hours a day, seven (7) days per week. In the event of an emergency, such as a sudden flood. Vendor must be responsive and report to the requested Williamson County building with all appropriate equipment within two (2) hours of receiving notice from Williamson County and begin work at the location of the emergency.

Valid email address shall be established by the Vendor to receive work orders, complaints, compliments, and request for service from Williamson County's Facilities Contract Administrator or

designee. All responses to emails must occur within two (2) hours of being sent by Facilities Contract Administrator or designee. The Vendor shall provide additional telephone and mobile numbers where manager, supervisor(s), and floor tech supervisor/lead can be reached at any time deemed necessary.

Vendor must attend schedule meetings to discuss contract, upon request by Facilities Contract Administrator. Those can be scheduled routinely or on an as needed basis.

Vendor must provide Quality Assurance. Quality reports will be submitted before invoices each month. Vendor must ensure compliance with the specifications and requirements set out herein by submitting a check list indicating all tasks completed and must be presented by the Vendor to Facilities Contract Administration for each building for review and approval on or before the 25th of each month. Invoices may not be approved for payment without documentation. Only services rendered may be compensated.

Williamson County reserves the right to object any sub-contractor that is proposed by the Vendor. All sub-contractors should be approved, in writing, by Williamson County prior to beginning work with or for Williamson County.

Vendor will be responsible for securing all buildings and ensure that all persons are out of the buildings prior to locking up. This includes buildings with community and meeting rooms. Williamson County will pay Vendor the contracted Events/Extra Work hourly rate, if Vendor staff must remain in building at designated buildings where community and meetings rooms are designated due to building staff remaining once all janitorial services are provided. Community and meeting rooms applicable to this additional billing, include but are not limited to:

Georgetown – Central Maintenance Facility – URS Building – Training Room
Georgetown – Regional Animal Shelter – Community Room
Georgetown – Williamson County Courthouse - Several Options available
Round Rock – J.B. & Hallie Jester Annex – Community Room
Georgetown – Historical Court House
Additional Community Rooms may be added, where needed.

Vendor must provide adequate supervision of Vendor employees to ensure complete and satisfactory performance of all work in accordance with the terms of the contract.

All Vendor employees shall be a minimum of 18 years of age (unless noted in specifications for particular buildings) and experienced in the type of work to be performed.

No Vendor employees may allow their visitors, spouses, children or other relatives to accompany them on Williamson County property during working hours unless the visitor, spouse, children, or other relative is a bona fide employees of the Vendor and have completed the appropriate background check and results are current with Williamson County.

Labor, Equipment, Materials, and Storage: Vendor shall furnish all labor, equipment, and materials necessary to the performance of Vendor janitorial services. Williamson County will provide reasonable storage areas for such equipment that will be kept at Williamson County locations. Williamson County will not be liable for any damage done to or loss of any party or person. In the event the Vendor has a personnel shortage, permission must be authorized to work beyond the agreed upon hours or weekends to achieve the minimum daily hours and cleaning requirements documented in this contract.

All equipment must be commercial grade and properly maintained. Vendor must be able to perform janitorial services, as specified. All equipment inventory used to carry out tasks required in the scope of

work must be made available to Williamson County upon request. Vendor must provide all equipment to janitorial staff so that they may adequately perform duties per specifications.

Vendor must supply appropriate number of enclosed vehicle, sufficient in size, to transport consumables and equipment to all Williamson County buildings.

Vendor must maintain all janitorial supplies and equipment in a clean, safe and orderly condition within the dedicated room. Williamson County employees including maintenance Facilities staff will access Vendor supplies and equipment, as necessary, to clean and pick up spills or as needed to clean the building where applicable. No water will be left in mop buckets or sinks. No storage near electrical or mechanical equipment room will be approved, unless provided in writing by Facilities Contract Administrator or designee. Any janitorial supplies or equipment found in electrical or mechanical equipment rooms will be removed and Vendor will be notified immediately to place the items in the approved janitorial closets.

Chemicals (all chemical products must be commercial grade): Vendor must provide all cleaners to janitorial staff so that adequately nightly perform duties may be performed per contract specifications. Chemicals must include, but not limited to:

- A. All-purpose cleaner – may be used on any hard surface which will not be damaged by water. Cleaner must remove common soils found on hard surfaces (wall, woodwork, countertops, etc. Cleaner must be USDA approved.
- B. Glass cleaner – non-ammoniated and must remove grease, oil and lipstick from glass and mirrors without causing buildup.
- C. Floor Cleaner – non-ammoniated; must remove soil without damage to floor finish; must not leave any residue.
- D. Floor Stripper – non-ammoniated, must remove wax, polymers and metal interlock floor finish; must be low odor, nonabrasive, and non-flammable.
- E. Furniture Cleaner – self-cleaning, non-oily and leave shine without causing buildup.
- F. Disinfectant Cleaner – must use hospital grade; must be effective against broad spectrum of germs.
- G. Restroom Cleaner – must be safe on ceramic, stainless steel chrome and porcelain. Must remove hard water deposits, soap scum, rust, oil deposits from surface; non-ammoniated, non-abrasive.

Color Coded Micro Fiber Mopping System, equivalent or exceeding Unger, must be used where health services are provided (example: Health Departments, Juvenile Justice, etc).

Vendor employees shall not use Williamson County equipment, including but not limited to: computers, telephones, facsimiles, copiers, printers, calculators, typewriters, etc at any time. Exception: Williamson County telephones may be used in cases of emergency and/or to respond to work requests from Williamson County designee or to use a clock-in clock-out procedure. Misuse of this Williamson County equipment or Vendor equipment may result in immediate termination of the service contract.

Williamson County Buildings - No smoking Policy: All Williamson County buildings, property and grounds are NON-SMOKING. Vendor employees are prohibited from smoking in all areas.

Williamson County Holidays: Facilities Contract Administrator or designee will provide the approved FY 18-19 Holiday schedule to the Vendor, upon Commissioner County Court approval

Williamson Jail, ESOC and Juvenile Services buildings are open 24 hours a day and 7 days a week regardless of Holidays. Janitorial tasks must be completed per the building specifications, outlined in this contract. All other Williamson County buildings must be scheduled around holidays so that the required scope of service is completed per the specifications.

Keys: Vendor is responsible for all keys issues and signed for. Loss of keys will result in the Vendor paying all cost to re-key exterior/interior locks or replace exterior/interior locks, as deemed appropriate by Williamson County Facilities Contract Administrator or designee. Additionally, the Vendor will provide the appropriate number of keys to replace all key distribution for the Williamson County building (per Williamson County key records at time of the occurrence).

End of Janitorial Shift: At the end of each shift, Vendor employee(s) will ensure all lights (except security lights), lock and secure the building after last Vendor employee exits the building, unless performing janitorial tasks during business hours.

Security System: If there is a security system in the building, the Vendor is responsible for disarming/arming the alarm when arriving and leaving the building. Security alarm codes must not be disclosed nor shared.

Scheduling: Vendor must provide schedule and coordinate with Facilities Contract Administrator or designee for all tasks not performed routinely, such as window cleaning, power washing, semi-annual floor care, etc. Calendar of scheduled tasks must be made, followed, and carefully considered to ensure the tasks are completed as outlined in this contract. Williamson County building occupants must be notified at least 48 hours in advance of the scheduled task to be completed.

Additional cost to Williamson County, requests for additional floor care, upholstery cleaning, etc will be arranged by Facilities Contract Administrator or designee.

Vendor must maintain and empty Williamson County paper recycle bins, located in various centralized areas throughout the County buildings, into appropriate storage recycling dumpsters located at various buildings (see Recycling Dumpster locations below). Recycling containers at various Williamson County buildings that do not have a Recycling dumpster onsite must be transported to a Williamson County building where a recycling dumpster is available. Facilities Contract administrator will discuss those Williamson County buildings and assist with locating a near recycling dumpster located at a Williamson County buildings where recycling should be transported to for proper disposal. The Vendor is not responsible for individual office small blue recycling containers. Vendor should never empty the small blue cans, Williamson County employees are responsible for emptying their own small blue desk cans into the larger blue collection container. Vendor is only responsible for the large blue collection container located in various locations throughout the Williamson County buildings. Shredded paper must be placed into plastic bags, tied shut and be delivered to the recycling dumpster.

Recycle Dumpster locations include:

Facility	Address
Cedar Park Annex	350 Discovery Blvd., Cedar Park
Inner Loop Annex	301 SE Inner Loop, Georgetown
Justice Center	405 MLK, Georgetown
Juvenile Justice Center	200 Wilco Way, Georgetown
Round Rock Jester Annex	1801 Old Settler's Blvd, Round Rock
Taylor Annex	412 Vance St. Taylor

Central Maintenance Facility	3151 SE Inner Loop, Georgetown
Emergency Service Operation Center	911 Tracy Chambers, Georgetown
Texas Avenue	355 Texas Ave, Round Rock
EMS	3189 SE Inner Loop, Georgetown
Georgetown Annex	151 Wilco Way, Georgetown

Agency Identification

Agency Name WILLIAMSON COUNTY SHERIFF'S OFFICE		ORI TX2460000
Agency Address 508 S ROCK ST		
City GEORGETOWN		Zip 78626
Agency Representative (Title and Name) SHERIFF ROBERT CHODY/MICHELE FREI TAC		
Phone Number 5129431300		Fax Number 5129431444
Email address rchody@wilco.org /mfrei@wilco.org		

Contractor Identification

Company Name MCLEMORE BUILDING MAINTENANCE		Service Providing Agency JANITORIAL SERVICES	
Company Address 110 FARGO STREET			
City HOUSTON		State TX	Zip 77006
Contractor Representative (Title and Name) RICHARD B. RODRIGUEZ			
Phone Number 713.528.7775		Fax Number 713.523.4341	
Email address rrodriguez@mbmin.com			

Visit our website www.dps.texas.gov/securityreview for information on submitting vendor/contractor fingerprints.

Email can be sent to: security.committee@dps.texas.gov

Main office number is: (512) 424-5686

Parties may use the following Security Addendum with the Texas Signatory Page or, in their contract, choose to incorporate the Security Addendum by reference. If the Addendum is incorporated by reference into the contract, a copy of the contract must be provided to the TX DPS CJIS Security Office.

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM
Legal Authority for and Purpose and Genesis of the
Security Addendum**

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a) (7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental

agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
 - 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies. .
 - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
 - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United

States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes.

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director
Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road
Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM
CERTIFICATION**

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Signature of Contractor Employee

Date

Printed or Typed Contractor Employee Name

Sex: _____ Race: _____ DOB: _____ State/ID or DL: _____

Signature of Contractor Representative

Date

Printed or Typed Name of Contractor
Representative

Organization Name and Representative's Title

Texas Signatory Page

The undersigned parties agree that the *Security Addendum* is now a part of the contract between the entities. The parties agree to abide by all requirements of the *Security Addendum* and the *CJIS Security Policy*, and it shall remain in force for the term of the contract. Any violation of this addendum constitutes a breach of the contract.

To the extent there is a conflict between a confidentiality clause in the underlying contract and the *Security Addendum* and/or the *CJIS Security Policy*, the *Security Addendum* and the *CJIS Security Policy* shall govern any information covered by the *Security Addendum* and/or the *CJIS Security Policy*.

(To be signed and dated by the vendor and law enforcement agency representative(s) who signed the original contract, or at least who have authority to bind each entity.)

Robert Chody

Printed Name of Agency Representative

Signature of Agency Representative

Sheriff

Title

Williamson County Sheriff's Office

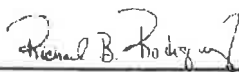
TX2460000

Agency Name and ORI

Date

Richard B. Rodriguez

Printed Name of Vendor (Contractor) Representative



Signature of Vendor (Contractor) Representative

VP of Operations

Title

McLemore Building Maintenance

Vendor Organization Name

09/14/2018

Date

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
FOR CUSTODIAL SERVICES
(Mclemore Building Maintenance, Inc.)
(The Interlocal Purchasing System "TIPS" Contract #02052215)**

THIS SERVICES CONTRACT (hereinafter "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 **Mclemore Building Maintenance, Inc.**, a Texas corporation with offices located at 110 Fargo St., Houston, Texas 77006 (hereinafter "Service Provider"). 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.

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 following items in order to complete the project:

- A. As described in the attached TIPS" Contract #02052215 designated as Exhibit "A" and incorporated herein as if copied in full;**
- B. Contract Specifications designated as Exhibit "B" and incorporated herein as if copied in full;**
- C. Scope of Services (Facilities Lists) designated as Exhibit "C" and incorporated herein as if copied in full;**
- D. Security Addendum designated as Exhibit "D" and incorporated herein as if copied in full; and**
- E. Any required insurance certificates.**

Should The County choose to add services in addition to those described in the above-

referenced exhibits, such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and starting June 3, 2017 with the initial term continuing until September 30, 2017. At the end of the initial term of this contract, the parties, upon mutual agreement, shall have the option to renew this contract for up to two (2) additional and separate terms of twelve (12) months each upon the same terms and conditions contained herein, and pricing will presumptively remain the same. Exercise of the renewal option is at The County's sole discretion and shall be conditioned, at a minimum, on the Service Provider's performance of this contract and subject to: 1) same pricing or reasonable pricing close to the original pricing as agreed to by The County; and 2) the availability of funds. The County and Service Provider expressly agree that termination shall be Service Provider's sole remedy if the County chooses not to extend this contract for an additional twelve (12) month term.

III.

Consideration and Compensation: Service Provider will be compensated based on pricing set forth in TIPS" Contract #02052215. Any changes to pricing must be done in writing via amendment to this contract with formal approval 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.

IV.

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$ 500,000	\$ 500,000
Aggregate policy limits:		\$1,000,000

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 authorized sub-subcontractors worker's compensation coverage. Contractor 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.

V.

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. As described in the attached TIPS" Contract #02052215 designated as Exhibit "A" and incorporated herein as if copied in full;**
- B. Contract Specifications designated as Exhibit "B" and incorporated herein as if copied in full;**
- C. Scope of Services (Facilities Lists) designated as Exhibit "C" and incorporated herein as if copied in full;**
- D. Security Addendum designated as Exhibit "D" and incorporated herein as if copied in full; and**
- E. Any required insurance certificates.**

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.

VI.

No Agency Relationship & Indemnification: 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 Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND IF THE CLAIM IS COVERED BY SERVICE PROVIDER'S INSURANCE COVERAGE, BY COUNSEL CHOSEN BY THE COUNTY OR CHOSEN AFTER CONSULTATION WITH AND APPROVAL BY THE COUNTY ON CHOICE OF COUNSEL AND THE COUNTY SHALL NOT UNREASONABLY WITHHOLD SUCH APPROVAL), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL

Deleted: (WITH COUNSEL OF THE COUNTY'S CHOOSING; OR

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 (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.

Deleted: WITH COUNSEL OF THE COUNTY'S CHOOSING). *Ch*

VIII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract 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.

IX.

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.

X.

Termination: This Contract 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.

XI.

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.

XII.

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

XIII.

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 Contract, 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 Contract 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 work space 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.

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.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XVI.

No Assignment: Service Provider may not assign this Contract.

XVII.

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:

Valerie Covey
Authorized Signature
Valerie Covey
Printed Name

Date: 5/9, 2017

SERVICE PROVIDER:

Curtis McLenore
Authorized Signature
Curtis McLenore
Printed Name

Date: April 28th, 2017

Exhibits "A-D"