

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM FOR
FLOOR WAXING AND RELATED SERVICES
FOR
WILLIAMSON COUNTY EXPO CENTER
(Knight Janitorial Services, Inc. BuyBoard #557-18)**

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, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS ADDENDUM is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer" or "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Knight Janitorial Services, Inc.** (hereinafter "Knight"). County agrees to engage Knight as an independent contractor, to assist in providing certain operational services specific to the Williamson County Expo Center 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. Knight Quote, dated September 1, 2020;
- B. Buyboard #557-18, and addenda; and
- C. This Williamson County Addendum.

II.

Compliance with All Laws: Knight agrees and will comply with all local, state or federal requirements with respect to the services rendered.

III.

Texas Prompt Payment Act Compliance: 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 Customer 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 Customer in accordance with Texas Government Code Section 2251.025.

IV.

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, Customer will only be liable for its pro rata share of services rendered and goods actually received.

V.

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

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

IX.

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

X.

Texas Law Applicable to Indemnification: All indemnifications or limitations of liability shall be to the extent authorized under Texas law and the right to trial by jury shall not be waived.

XI.

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

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:

Knight:

Authorized Signature

Date: _____, 2020


Authorized Signature

Date: August 9, 2020



Williamson County Expo Center



Date Submitted: September 1, 2020

Thank you for allowing Knight Janitorial Services to submit a quote to Williamson County Expo Center

➤ **Floor Strip and Wax Labor**

Basic labor to strip and wax concrete floor:

Remove dust and debris from surface.

Apply and remove stripper creating a clean new surface

Apply new wax uniformly

Buff surface to remove excess wax and create shine

Caulking the expansion gaps will entail the following:

Clean and prepare the area to be caulked vacuuming out debris

Applying the caulk in the proper amount to the gaps cleaning up as job continues

Final clean up and checking of all aspects of the job performed

- ❖ Total Floor Footage: 15,000 square feet (labor + materials) = \$9750.00
- ❖ Linear Feet of gaps in the floor to fill with caulk: 1600 linear feet (labor + materials = \$5350.00)
- ❖ Final Construction Clean: \$15,100.00
- ❖ Work to be Completed by September 30th, 2020

Terms & Conditions

September 1, 2020

Williamson County Expo Center
5350 Bill Pickett Trail
Taylor, Texas 76574
Jason Brown
(512) 352-4118

Thank you for allowing Knight Janitorial Services to submit quote for the Strip and Wax of the floor and filling of the expansion gaps as well.

- **TOTAL: \$15, 100.00**
- **BuyBoard - #557-18**

Knight Janitorial Services is covered with general liability insurance, and a business services bond.

Please call my cell phone if you have any questions. **(737) 600-1702**

Best Regards,
Julie Allor

Sales Executive: Julie Allor