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## WILLIAMSON COUNTY SERVICE CONTRACT

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**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 SERVICES CONTRACT** (hereinafter “Contract”) 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 The Cleaning Guys, LLC dba CG Environmental Haz/Mat (hereinafter “Service Provider”), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein 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 service includes the work described in the attached Quote(s)/Proposal(s) being marked as **Exhibit “A,”** which is incorporated herein to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County’s solicitation, if applicable

Should the County choose to add services in addition to those described in **Exhibit “A,”** 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.

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.”** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

### II.

**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 the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is

defined as the date by which all services and obligations outlined in Exhibit “A” shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before AS NEEDED BASIS, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit “A”, this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

### III.

**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 per Estimated as Quoted.

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.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

### 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 PERSONPER OCCURRENCE	
Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000	\$1,000,000
Aggregate policy limits:	\$2,000,000	

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSONPER OCCURRENCE	
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

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 sub-subcontractors worker’s compensation coverage. Contactor 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.

**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 itself out as an agent or official representative of the County. 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.

## VI.

**INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL 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 (WITH COUNSEL OF THE COUNTY'S CHOOSING), 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.

## VII.

**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.

Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless Service Provider for any reason are hereby deleted.

## VIII.

**Compliance With All Laws:** Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state, or local law or



regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

#### **IX.**

**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.

#### **X.**

**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.

#### **XI.**

**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.

#### **XII.**

**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 workspace 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.

#### **XIII.**

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

#### **XIV.**

**No Assignment:** Service Provider may not assign this Contract.

#### **XV.**

**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.

## **XVI.**

**Foreign Terrorist Organizations:** Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

## **XVII.**

**Public Information:** Service Provider understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

## **XVIII.**

**Damage to County Property:** Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery, or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

## **XIX.**

**Media Releases:** Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

## **XX.**

**Authorized Expenses:** In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: [WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf \(wilco.org\)](#). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

## **XXI.**

**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 Quote(s)/Proposal(s), and being marked **Exhibit "A,"** which is incorporated to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County's solicitation, if applicable;
- B. The cooperative purchasing contract or agreement applicable to this Contract, if any, set out on the signature page hereinbelow; and
- C. 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.

## XXII.

**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:

  
Bill Gravell (Oct 24, 2023 11:00 CDT)

Authorized Signature

**Bill Gravell**

County Judge/Presiding Officer

Date: Oct 24, 2023, 20\_\_

### SERVICE PROVIDER:

The Cleaning Guys, LLC dba CG Environmental Haz/Mat

Name of Service Provider

Authorized Signature

**Laura McCallum** Digitally signed by Laura McCallum  
Date: 2023.09.29 10:15:32 -05'00'

Printed Name

Date: \_\_\_\_\_, 20\_\_

**Exhibit “A”  
Quote/Proposal**



## WORK AUTHORIZATION / SERVICE AGREEMENT

Responsible Party:	Williamson County	Contact Name & Number:	
Project:		Project Location:	
IF APPLICABLE, PLEASE PROVIDE INSURANCE INFORMATION IN FIELD PROVIDED BELOW			
Insurance Provider:	COPY OF INSURANCE MUST BE PROVIDED		

This service contract ("Contract") is entered into on the date last written below ("Effective Date") by and between the Cleaning Guys, LLC ("CG") and the "Customer" identified above for work to be performed on the Project and Location identified above:

IN CONSIDERATION of the mutual agreements contained herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1) **Work to Perform.** CG hereby agrees to furnish all services, labor, materials, equipment and other items reasonably necessary to complete the work described below at the Project ("Work") in accordance with the provisions of this Contract and CG policies and practices where not specifically addressed in this Contract:

☐ Following described work:

☒ Response to decon and/or contain contaminate from affected areas as identified by the responsible party and/or representatives acting for responsible party. Work to be performed on an 'As Needed Basis', including but not limited to proper safety and DOT appropriate materials, disposal and transportation.

☐ As provided in attached Scope of Work/Proposal (Attachment 1).

By executing the Contract below, The Customer hereby authorizes CG to commence Work with its next available crew ("Commencement Date").

- 2) **Price.** Customer shall pay to CG in U.S. Dollars all amounts due for Work in accordance with the following selected pricing ("Price"):

☒ **Time and Materials.** All work performed on a time and materials basis and shall be priced in accordance with CG's Time and Materials Rate Schedule attached hereto as Attachment 2 and incorporated herein ("Rate Schedule") and shall be subject to the conditions and limitations set forth in the Rate Schedule and Contract. Time and Materials pricing shall not include any guaranteed maximum nor exceed limitations unless specifically agreed to in writing and signed by all the parties.

☐ **Lump Sum.** All work described above shall be performed for the sum of \$ \_\_\_\_\_, which sum shall be subject to adjustments as hereinafter provided in this section 2

☐ **Attached Proposal.** All Work described above shall be priced in accordance with CG's Scope of Work/Proposal dated \_\_\_\_\_, a copy of which is attached hereto as Attachment 1 ("Proposal").

In the event any changes in the Work or performance are requested or should CG be delayed or interrupted in its performance of the Work due to circumstances beyond its control, the Price stated above shall be subject to equitable adjustment for the costs associated with such changes, delays or interruptions, plus reasonable overhead and profit thereon.

Price specified herein does not include any state and/or local sales or use taxes on the Work or services performed, unless specifically stated in a Proposal. Any such taxes that may be due, whether included in the Price, shall be obligation of Customer, and CG will attempt to separately itemize all such taxes on its invoice.

- 3) **Invoicing and Payment.** Customer shall pay Price upon receipt of an invoice from CG or as agreed in Proposal. CG may require advance payment or deposit prior to beginning Work. In the event completion of Work may take more than one week, then CG may require progress payments in the amount and on a schedule deemed appropriate by CG. Progress payments may be based upon i) labor, material and equipment used during a period; ii) portion of Work completed during the prior week; iii) percentage of completion; iv) benchmarks (dates, completed projects, etc.); v) set dates, etc. If Customer fails to timely make any portion of payment when due, then CG shall have the right to halt Work, and any schedules or deadlines for performance for Work shall be extended by the time period that payment has been delayed.

Invoices may be submitted to Customer by fax, e-mail, mail or personal delivery. Customer agrees to make payment of full amount upon receipt of the invoice.

Payments shall be in U.S. Dollars by check written on U.S. bank account with sufficient funds. Acceptance of any payment by check shall not be considered actual receipt of funds unless and until Customer's check is paid and good funds have cleared and been credited to CG's account. Payment shall be made to CG at the address of CG set forth below and in accordance with the terms specified in this Contract without offset by Customer for the Work, regardless of whether Customer has a right to indemnity, insurance, or any reimbursement for remediation or restoration on the Project. Interest shall accrue on payments not received within fifteen (15) days of the date due at the lesser of (i) the maximum lawful interest rate of eighteen percent (18%) annum or (ii) one and one-half percent (1.5%) per month.

Customer shall review all invoices and that portion of the Work covered by the invoice within ten (10) days of delivery of the invoice and notify CG in writing of any exceptions, deficiencies or disputed in the Work performed, invoice or related documents within that time. Customer's notice of any exceptions, deficiencies or disputed as to the Work or Invoice shall specify any basis for the exceptions, deficiencies or dispute and actions requested to remedy same.

To secure payment, Customer hereby directs its insurance carrier to pay directly to CG (excluding Customer's name from the draft) any balance due for Work.

Customer authorizes CG to submit all invoices directly to Customer's insurance company or its representative or adjuster, where insurance coverage has been identified. Customer shall remain primarily and fully responsible for payment of all sums owed to CG for any services provided and not paid by Customer's insurance. Customer agrees to make full payment in accordance with Contract if Customer's insurance does not timely make payment when due.

**Insurance Type and Limits of Coverage.** CG shall provide and maintain during the performance of the Work, commercial general liability insurance coverage with limits of liability of at least \$1,000,000 per occurrence and annual aggregate.

- 4) **Independent Contractor.** The status of CG and its employees and subcontractors to Customer shall be that of an independent contractor and not any other relationship including partner, agent or employee. In all of its activities under this Contract, CG shall act consistently with its status as an independent contractor. None of CG's employees, agents or subcontractors shall be deemed employees of Customer. Customer does not and will not have actual, potential or any other control over CG, its employees or agents. Persons furnished by CG under this Contract shall not be entitled to any benefits that Customer provides its own employees.

- 5) **Compliance with Laws and Procedures.**

- a) CG and Customer agree to observe and comply with all applicable laws, regulations and ordinances, (collectively, "Applicable Laws") of any governmental authority, federal, state, local or foreign, where appropriate and shall be in compliance with all applicable registration, license and permit requirements.
- b) If notified, CG shall reasonably attempt to have its employees, agents and subcontractors comply with applicable rules and policies promulgated by Customer regarding personnel, building and/or workplace practices at the Project. Customer shall provide CG with copies of all applicable rules and policies. If any of these rules and policies adversely affects the timely performance of Work, then there may be a modification to Work and/or Price.

- 6) Changes and Modifications.** At any time prior to completion of that portion of the Work, Customer may request changes to Work. Any request for modification to the Work shall be in writing and as specified in the Contract. If any such change causes an increase or decrease in the cost of or the time required for the performance to any service under the Work, whether changed or not changed, an equitable adjustment shall be made in Price and/or delivery schedule. The parties agree to memorialize this modification to writing and execute same. CG shall notify Customer within ten (10) days of receipt of such change or modification of any adjustment in Price. Any change in this Contract shall be made pursuant to this Contract.
- 7) Warranties and Correction of Work and Remedies.**
- a) CG shall provide all Work in a workmanlike manner with the care, skill, diligence, professional knowledge, judgment, and expertise, according to the Scope of Work or if not specified in the Scope of Work then according to standard practices and procedures used at the time by CG, or industry standards in the area around the Project. CG warrants and represents that all products and services provided or installed by CG shall: (i) not violate any patent, copyright, trade secret, or other proprietary interests; and (ii) otherwise fully conform to the description or Statement of Work in this Contract. Customer's exclusive remedies in connection with the Work or any breach of contract or warranty concerning the Work on this Project shall be (i) correction of the portion of the Work not acceptable by repair, adjustment or re-service of Work, or at CG's option (ii) refund of sums paid by Customer for that portion of the Work which is defective or not as warranted or agreed, but such amount shall not exceed the total amount paid CG for the work. THIS LIMITED WARRANTY AND REMEDY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER REMEDIES AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY, WORKMANSHIP FOR ANY PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY DENIED BY CG AND WAIVED BY CUSTOMER, EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT. IN NO EVENT SHALL CG, ITS OFFICERS, AGENTS, OWNERS OR EMPLOYEES BE LIABLE UNDER ANY THEORY OR REMEDY (CONTRACT, IMPLIED WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY) FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AND/OR ANTICIPATED OR LOST PROFITS; INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGES OR EXPENSE WHICH ARISE FROM OR IN CONNECTION WITH THE WORK, CONTRACT, WARRANTY OR ANY SERVICES PERFORMED BY CG. CUSTOMER AGREES TO BE FULLY RESPONSIBLE FOR COMPLYING WITH ALL HAZARDOUS WASTE GENERATOR REGULATIONS.
- "Material defects" as used in the agreement shall mean problems with the materials or services performed which are readily visible and not acceptable to a reasonable tradesman in the business.
- b) CG shall have no responsibility for any conditions or contaminants on the location prior to the performance of Work, including any defective, pre-existing, concealed, hidden or not visible conditions. As a condition to bringing suit to enforce CG's obligations hereunder, Customer must give CG written notice of any breach or failure of CG within 30 days of its discovery. This warranty shall terminate and be of no further force or effect in the event Customer or any person or entity other than CG attempts or undertakes to remedy any of the Work claimed to be not as warranted or represented without first giving CG written notice of such claim and a reasonable opportunity to correct same.
- c) Inspection of Work. Customer agrees to inspect Work upon its completion or any segment thereof and agrees to notify CG in writing of any claim, damage, defects, deficiencies, or failures in performance as soon as possible, but in no event later than 30 days of the earlier of completion of Work or invoicing of partial performance. Customer shall notify CG in writing of such deficiencies or non-conforming Work.
- 8) Safety and Security.** Customer shall be responsible for the safety and security of its property during the time CG is performing its Work. CG shall be responsible for initiating, maintaining and supervising all safety precautions and programs for its employees and subcontractors. If possible, CG shall carry out Work in a manner that will minimize disruption of activities of Customer in other areas of property not a part of the Project.
- 9) Defaults and Termination.**
- a) Termination without cause. Without prejudice to any other rights or remedies, Customer may immediately terminate all or any part of Contract for its convenience upon written notice to CG, in which case CG shall be paid in full for all services performed, including the percentage of the Price reflecting the percentage of equipment, materials or services provided or performed prior to notice of termination, plus costs resulting from Customer's termination. The foregoing amounts shall also include equipment, material or services provided by CG in termination of Work. In the event of such termination, CG shall stop all work in a safe and expeditious manner so as not to unreasonably damage or risk any portion of the Work completed. Customer shall be liable or obligated to pay for all equipment, materials or services provided or performed up until the work is stopped, including any costs incurred in demobilization by CG and any supplies, fabrications or materials already ordered which cannot be returned to any suppliers or subcontractors. In addition, CG shall be entitled to receive a reasonable profit on the job due to lost opportunities of other projects not taken.
- b) Termination for Cause. In the event either party (i) becomes bankrupt or otherwise insolvent, (ii) commences or becomes the object of any proceeding involving that party's insolvency, bankruptcy, reorganization, dissolution, liquidation, or any similar proceeding for the relief of financially distressed debtors, or (iii) fails in any material way to perform any of the obligations under this contract, or so fails to make progress as to endanger such performance and does not cure such failure within a reasonable time of written notification by Customer, then Customer may, at its sole election, by notice to CG, terminate this Contract. If terminated for cause, CG shall not be entitled to payment of any additional amounts due to termination. The rights and remedies of Customer in this clause are in addition to any other rights and remedies provided by law under this contract or otherwise.
- 10) Force Majeure.** CG shall not be liable for delays in the completion of the project resulting from circumstances beyond CG's reasonable control and occasioned by Customer's fault or negligence or due to compliance with any sovereign decrees, orders, acts, instructions or priority requests of any federal, state, or municipal government or any department or agency thereof, civil or military, acts of God, acts or failure to act by Customer, fires, floods, strikes, lockouts, embargos or wars. Upon the happening of any circumstance or cause aforesaid, CG shall notify Customer without delay. Any relief granted to CG shall be limited to an extension of time to complete the project to the extent the circumstance or cause delays the progress of the project.
- 11) Severability.** If any provision of the Contract is invalid or unenforceable against any person or party, the remaining provision and the applicability of such provision to other provisions or parties shall not be affected thereby. Each remaining provision of Contract shall, except as otherwise herein provided, be valid and enforceable to the fullest extent permitted by law.
- 12) Third Party Beneficiaries.** This Contract is entered into solely for the benefit of the parties hereto and shall not confer any rights upon any person or entity not a party to the Contract except for the assignment of insurance proceeds provided in Section 3.
- 13) Confidentiality.** The Parties shall not, except as necessary in the performance of this Contract or as authorized in writing by the other party, supply, disclose, or otherwise permit access at any time to any confidential information concerning or in any way related to CG and Customer. Neither party shall publicize this Contract or disclose, confirm, or deny any details thereof to third parties, or use any photographs or video recording of CG's property, officers, employees, or guests. Further, CG and Customer acknowledge that they or their employees may, in the performance of this Contract, come into possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organization, regardless of whether directly or indirectly affiliated with CG or Customer, unless (a) the disclosure is (i) required by law, (ii) required by order of any court or tribunal or (iii) necessary for the assertion of a right, or defense of an assertion of a right, by one party against the other party hereto, or (b) the information has been acquired from other sources not due to a breach of this Contract. Customer agrees not to assert any proprietary interest or claim of confidentiality regarding any of the cleaning and restoration procedures developed and used by CG in the performance of Project.
- 14) Waiver.** No provision hereof may be waived except by written documentation stating such signed by the party to be bound thereby. No such written waiver shall be deemed a continuing waiver unless specifically stated therein, and each such waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver of such provision. If any provision of the Contract is invalid or unenforceable as against any person or party, the remaining provisions and the applicability of such provision to other provisions or parties shall not be affected thereby, and each remaining provision of Contract shall, except as otherwise herein provided, be valid and enforceable to the fullest extent permitted by law.
- 15) Notices.** Any notices required or permitted to be sent under this Contract shall be delivered by hand; mailed by registered or certified mail, return receipt requested; or faxed and confirmed by registered or certified mail to the parties as set forth on the signature page or changed in accordance with this section.

WORK AUTHORIZATION

Responsible Party Initials:



Mailed notice shall be deemed effective on the fourth (4<sup>th</sup>) day following the date of deposit with the U.S. Postal Service; faxed notices shall be deemed effective upon receipt by the other party, if confirmed.

- 16) Governing Law and Forum.** The parties' rights and obligations under this Contract will be governed, construed, interpreted and enforced according to the laws of the State of Texas, without regard to its laws pertaining to conflicts of laws, unless such a provision is contrary to state law where the Project is located, unless otherwise agreed in writing by both parties. Each party does hereby submit to the jurisdiction of the State of Texas.
- 17) Dispute Procedure and Mediation.** If any claims, controversies and/or disputes arise between the parties that are not settled in the normal course ("Claims"), either party may upon written request invoke the procedures set forth in this Section. Within ten (10) business days of either party's receipt or request, proceed accordingly to designate representatives and discuss Claims. At the meeting, each party shall disclose and provide all documents and information regarding the basis of each party's position and in good faith attempt to negotiate a resolution to Claims. If these designated representatives do not resolve the dispute, then the parties or the chief executive officers of each party shall meet along with the previously designated representatives within five (5) business days of any written request for such a meeting where the parties shall negotiate in good faith. If Claims are not resolved, then both parties agree to submit the dispute to a non-binding mediation, locally, with a qualified mediator agreed upon by the parties. If the parties fail to agree on an individual mediator within five (5) days after written notice to mediate, Claims shall be submitted for mediation to the American Arbitration Association (AAA) pursuant to AAA mediation rules in Texas. The parties agree to participate in mediation within ten (10) business days of any written request for mediation at the earliest date available to the mediator, thereafter. The parties agree to follow this procedure before filing suit to enforce any portion of Contract of Work, but the procedure set forth in the Section shall not be a condition to a party exercising any rights or remedies under this Contract, at law or in equity. Each party shall bear its own cost of all such procedures, except for compensation of the mediator or mediation service, which shall be divided equally by the parties. However, if either party refuses to comply with any of the procedures set forth herein, then that party shall be solely responsible for all additional costs or fees incurred in initiating legal proceedings.
- 18) Limitations on Actions and Damages.** No action shall be maintained by or on behalf of CG against Customer upon any claim arising out of or based upon Contract, or reasons of any act, omission or requirement of Contract, unless commenced within two (2) years from the time CG last performs Work under Contract or CG submits its requisition for final payment, whichever is earlier. IN ADDITION, NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, SAVINGS, OR ANY DIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF INFORMED OF THIS LIABILITY UNLESS OTHERWISE SPECIFICALLY PROVIDED IN THIS CONTRACT. Under no circumstance will CG be considered a co-generator of waste.
- 19) Multiple Counterparts and Facsimile.** This Contract may be executed in separate or multiple counterparts by the parties. All of such counterparts shall be considered as one and the same instrument notwithstanding the fact that various counterparts are signed by only one of the parties, and all of such copies shall be considered as one and the same Contract. In addition, any true and correct photocopy or facsimile copy of Contract or Contract Documents together with any signatures on such documents transmitted by any of the parties shall be deemed to be originals and may be utilized by any party for any purpose whatsoever, including any proceedings relating to the Contract or Work. Upon request by any party, any counterpart, photocopy or facsimile copy shall be substituted with the actual signed copy or be executed by the parties without effecting the effective date or actual execution dates.
- 20) Entire Agreement.** This Contract and the following Attachments, Exhibits and other documents referenced below ("Contract Documents") comprise the complete and entire understanding and agreement of the parties as to the Work on the Project. No engagements, promises, representation, or warranties have been made by either party except as is expressly stated in Contract documents, and the parties hereby expressly disclaim all implied warranties, representation, agreements not set forth in the Contract Documents. No modification, alteration or waiver of this Contract or any provision hereof shall be effective unless in writing and signed by both parties hereto.

This Contract includes the following attachments: (MARK APPLICABLE ATTACHMENTS)

- ☐ Scope of Work/Proposal (Attachment #1)
- ☒ Time and Materials Rate Schedule (Attachment #2)
- ☒ 3<sup>rd</sup> Party Authorization Form-Disposal (Attachment #3)
- ☐ Others (specify) \_\_\_\_\_ (Attachment # \_\_\_\_\_)

The headings assigned to the sections of Contract are solely for the convenience of the parties and shall not limit the scope or be considered to interpret this Contract. The terms set forth in Service Contract shall control over any conflicts between its terms and the terms for any other Contract Document, except as specifically stated otherwise. The terms of Contract shall be interpreted consistently without regard to which party may have drafted its terms and without regard to any such presumptions.

By execution of this Contract, CG and Customer each accept and agree to the terms and conditions of the Contract and all contractually related Documents as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

To be Completed by the Appropriate CG Representative

<b>The Cleaning Guys, LLC dba CG Environmental</b>	
<b>Signature:</b>	
<b>Printed Name:</b>	
<b>Title:</b>	
<b>Phone Numbers</b>	<b>O) 855/817.483.8181</b> <b>F) 817.483.5887</b>
<b>Address:</b>	<b>5255 Teague Rd Fort Worth, TX 76140</b>
<b>JOB # ASSIGNED TO CURRENT/ ACTIVE PROJECT:</b>	

To be Completed by an Authorized Representative of Responsible Party

<b>Generator / Responsible Party :</b>	<b>Williamson County</b>
<b>Signature:</b>	<b>Bill Gravel</b> <small>Bill Gravel (Oct 24, 2023 11:00 CDT)</small>
<b>Printed Name:</b>	Bill Gravel
<b>Title:</b>	County Judge
<b>Phone Numbers</b>	<b>OFFICE/CORPORATE:</b> <b>DIRECT/CELL:</b>
<b>MAIL/BILL TO</b>	<b>508 S. Rock St.</b>
<b>Full Address:</b>	<b>Georgetown TX 78626</b>
<b>PHYSICAL/SITE</b>	<b>508 S. Rock St.</b>
<b>Full Address:</b>	<b>Georgetown TX 78626</b>
<b>Payables Contact:</b>	<b>Virginia Johnson</b>
<b>Payables Email:</b>	<b>50-APewilco.org</b>

**THIRD PARTY AUTHORIZATION  
for Special Waste Disposal**

Date: \_\_\_\_\_

This authorization is valid until revoked in writing by the undersigned.

To Whom It May Concern:

Please be advised that the following company/individual has been appointed to work as our agent for purposes of managing waste materials that we may generate.

Name of Authorized Agent Abby Holovach Randy Cumberland, Otto Audirsch, Danielle Britt	Title Waste Department
Name of Company Cleaning Guys LLC	Telephone Number 855-483-8181

The undersigned hereby warrants, covenants, and represents that the broker/individual listed above is the duly authorized agent of the undersigned and has full, express and complete authority to act on behalf of and bind the undersigned, including, without limitation and under no circumstance will be considered a co-generator of waste:

- (1) Complete and sign Special Waste Profile(s);
- (2) Complete and sign Special Waste Profile-Recertification(s);
- (3) Authorize amendments to Special Waste Profile(s);
- (4) Sign contracts to dispose and/or transport material;
- (5) Sign certifications necessary to comply with landfill requirements; and
- (6) Sign manifest to initiate shipment to disposal facilities.

Our authorized agent will notify us prior to any action stated above, and will provide us with copies of any documents bearing our name.

Name of Company <i>Williamson County</i>	Mailing Address <i>508 S. Rock St.</i>
Generator Contact (Print Name) <b>Bill Gravell</b>	Title <b>County Judge</b>
Signature (Wet Signature) <i>Bill Gravell Jr.</i> <small>Bill Gravell (Oct 24, 2023 11:00 CDT)</small>	Telephone Number



# Third Party Signature Authorization For Special Waste Disposal



Date:

Profile Number:

*This Authorization is only valid for 3 years from the above date.*

For office use only.

To Whom It May Concern:

Name of Waste

Please be advised that the following company/individual has been appointed to work as our agent for purposes of managing waste materials that we may generate.

Abby Holovach, Otto Audirsch, Randy Cumberland

Name of Authorized Agent

Waste Department Team

Title

CG ENVIRONMENTAL

Name of Company

(855)-483-8181

Telephone Number

The above broker/individual is authorized to act as our authorized agent for the following purposes:

- ☒ Complete and sign Special Waste Profile
- ☒ Complete and sign Special Waste Profile-Recertification
- ☒ Authorize amendments to Special Waste Profile
- ☒ Sign contracts to dispose and/or transport material
- ☒ Sign certifications necessary to comply with landfill requirements
- ☒ Sign manifests to initiate shipment to disposal facilities

*I understand that attaching an electronic signature, I am signing this document, consent to complete this transaction and receive all related communication electronically, and agree this document will be binding as though I had physically signed it. A printout of this document may be accepted with the same authority as the original.*

*If electronic signature is preferred, please submit completed (unsigned) form to your Special Waste Coordinator or Special Waste Sales Executive to initiate signature process.*

*Our authorized agent will notify us prior to any action stated above, and will provide us with copies of any documents bearing our name.*

Williamson County

Name of Company

508 S. Rock St. Georgetown, TX 78626

Mailing Address

Bill Gravell

Generator Contact (Print Name)

County Judge

Title

  
Bill Gravell (Oct 24, 2023 11:00 CDT)

Signature

Telephone Number

**THIRD PARTY AUTHORIZATION  
for Special Waste Disposal**

Date: \_\_\_\_\_

This authorization is valid until revoked in writing by the undersigned.

To Whom It May Concern:

Please be advised that the following company/individual has been appointed to work as our agent for purposes of managing waste materials that we may generate.

Name of Authorized Agent Abby Holovach Randy Cumberland, Otto Audirsch, Danielle Britt	Title Waste Department
Name of Company Cleaning Guys LLC	Telephone Number 855-483-8181

The undersigned hereby warrants, covenants, and represents that the broker/individual listed above is the duly authorized agent of the undersigned and has full, express and complete authority to act on behalf of and bind the undersigned, including, without limitation and under no circumstance will be considered a co-generator of waste:

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- (2) Complete and sign Special Waste Profile-Recertification(s);
- (3) Authorize amendments to Special Waste Profile(s);
- (4) Sign contracts to dispose and/or transport material;
- (5) Sign certifications necessary to comply with landfill requirements; and
- (6) Sign manifest to initiate shipment to disposal facilities.

Our authorized agent will notify us prior to any action stated above, and will provide us with copies of any documents bearing our name.

Name of Company <i>Williamson County</i>	Mailing Address <i>508 S. Rock St. Georgetown TX 78626</i>
Generator Contact (Print Name) <b>Bill Gravell</b>	Title <b>County Judge</b>
Signature (Wet Signature) <i>Bill Gravell</i> <small>Bill Gravell (Oct 24, 2023 11:00 CDT)</small>	Telephone Number





## CG Environmental Estimate Proposal Form

ACCOUNTS PAYABLE INFORMATION		
WILLIAMSON COUNTY	TBD	85
INVOICE TO COMPANY NAME	INVOICE TO- STREET ADDRESS	75
Virginia Johnson	SD-AP@wilco.org	512-943-1316
AP CONTACT FULL NAME	AP E-MAIL ADDRESS	AP PHONE NUMBER
PAYMENT TERMS ISSUED PURCHASE ORDER (if applicable)		
GENERATOR / PROJECT INFORMATION		
WILLIAMSON COUNTY	301 SE INNER LOOP	GEORGETOWN TX
GENERATOR NAME	PROJECT- STREET ADDRESS	PROJECT- CITY, STATE, ZIP CODE
TAMARA RODERICK	512-943-1355	NO
NAME OF PERSON WHO ORDERED WORK/ESTIMATE	PHONE NUMBER OF PERSON WHO ORDERED WORK/ESTIMATE	WILL INSURANCE BE INVOLVED IN THE PAYMENT OF THIS PROJECT?
ON-SITE CONTACT NAME		ON-SITE CONTACT PHONE NUMBER
ON-SITE CONTACT PHONE NUMBER		ON-SITE CONTACT EMAIL ADDRESS
ACCOUNT MANAGER INFORMATION		
#N/A	#N/A	#####
E-MAIL ADDRESS	DIRECT PHONE NUMBER	REPRESENTATIVE NAME
Austin	#N/A	Monday, September 11, 2023
SUPPORT AREA	CG SALES TERRITORY	DATE PROPOSAL CREATED
SCOPE OF WORK RECAP		\$2,904.33

JOB SCOPE: ESTIMATE IS TO PICK UP 83 POUNDS OF LIQUID METH FOR PACK UP AND DISPOSAL

### Clarifying Information:

This estimate is based on information provided by the generator to build scope of work. Scope of work includes items charged at our current rates, including, but not limited to: Transportation & Labor- Portal to Portal, Mobilization, Demobilization, Equipment, Incidentals, PPE, Tools, and Misc. Items needed to complete full scope of work.

Waste is based on pending profile approvals, signed and approved profiles, and volumes collected/generated. All profiles are subject to additional surcharges if waste is determined by disposal facility to be non-conforming. Actual quantities and profiles will be charged accordingly. Waste is considered NONHAZ for the purpose of this estimate. If analytical proves that the waste is HAZARDOUS new pricing will be submitted for HAZ WASTE.

\*See "Estimate Breakdown" for initial scope of work

#####  
Submitted by (CG Representative)

### RESPONSIBLE PARTY ACCEPTANCE

Initial estimated quantities are based upon information provided to CG Environmental as detailed in "Estimate Breakdown". Quantities and rates may be subject to change based upon actual work performed. Customer agrees to all charges necessary to complete actual work performed.

Final invoice to reflect actual amount of hours worked, equipment and material used, accumulated waste charge for disposal, and an environmental compliance surcharge using our schedule of rates. Responsible party agrees to pay invoice within payment terms. If invoice is not paid within payment terms, responsible party agrees to pay all costs of collection and reasonable attorney fees with legal venue agreed to be CG headquarters of Tarrant County, Texas

Bill Gravell

Bill Gravell (Oct 24, 2023 11:00 CDT)

Oct 24, 2023

Authorized Representative Printed Name & Signature (email acceptance of estimate will be considered same as signature)

Acceptance Date

## ESTIMATE BREAKDOWN

DURATION (If Applicable)	QTY	ITEM DESCRIPTION	UNIT PRICE	LINE TOTAL
4.00	1.00	CG CHEMICAL FOREMAN-HOURLY NON OT	85.00	\$ 340.00
4.00	1.00	CG CHEMICAL TECH-HOURLY NON OT	75.00	\$ 300.00
	1.00	HAZ DRUM TRUCK-DAILY	250.00	\$ 250.00
	2.00	YELLOW SUIT	26.00	\$ 52.00
	2.00	FULL FACE RESPIRATOR-DAILY	45.00	\$ 90.00
	2.00	CHEM GLOVE	25.00	\$ 50.00
	2.00	LATEX GLOVE	3.00	\$ 6.00
	2.00	CHEM BOOTS	45.00	\$ 90.00
	2.00	CARTRIDGE PACK-FFR	64.00	\$ 128.00
	2.00	VERMICULITE BAG	31.00	\$ 62.00
	5.00	DIESEL-PER GALLON	4.50	\$ 22.50
	1.00	DRUM-EMPTY POLY	105.00	\$ 105.00
	1.00	DISPOSAL-DRUM (ADULTERATED METHAMPHETAMINE	960.00	\$ 960.00
	1.00	TRANSIT FEE-HAZARDOUS DRUM	125.00	\$ 125.00
	1.00	HAZARDOUS WASTE PROFILE FEE	200.00	\$ 200.00
	1.00	ADMIN	25.00	\$ 25.00
		<b>WILCO CG 10% DISCOUNT</b>	<b>-280.00</b>	<b>\$ (280.00)</b>
		<b>Quotation is an estimate only. Final invoices will be based on actual time, materials and waste incurred and will be invoiced portal to portal.</b>		
<b>Thank You For The Opportunity to Service Your Needs</b>				
THESE PROPOSED COSTS FROM CLEANING GUYS LLC DBA CG ENVIRONMENTAL ARE ESTIMATES ONLY AND ARE SUBJECT TO CHANGE BASED ON ACTUAL WORK PERFORMED.				\$2,525.50
			ENVIRONMENTAL INSURANCE & FUEL RATE	15.00%
			ENVIRONMENTAL INSURANCE & FUEL	\$378.83
			TAX RATE	EXEMPT
			TAX	\$0.00
<b>ESTIMATED TOTAL</b>				<b>\$2,904.33</b>

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**WILLIAMSON COUNTY  
ADDENDUM TO THE CLEANING GUYS LLC  
SERVICE AGREEMENT**

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**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 ADDENDUM TO THE CLEANING GUYS LLC SERVICE AGREEMENT** is made and entered into by and between **Williamson County, Texas** (“Customer”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **The Cleaning Guys, LLC dba Environmental Haz/Mat** (hereinafter “CG”), both of which are referred to herein as the parties. Subject to the changes herein, the parties have accepted The Cleaning Guys, LLC Service Agreement (“Service Agreement”) and the following changes shall be incorporated as if part of the Service Agreement.

**I.**

**Effective Date and Term:** This Service Agreement shall be in full force and effect as of the date of the last party’s execution below and shall continue until September 30, 2024, or when terminated pursuant to this Service Agreement.

**II.**

**Consideration and Compensation:** 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 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 the Customer 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.

**III.**

**Tax Exemption:** The Customer is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as

amended. The Customer agrees to provide exemption certificates to CG upon request. Likewise, the Customer is neither liable for any taxes, charges, or fees assessed against CG for the supplies or products provided or any services rendered.

#### IV.

**No Waiver of Sovereign Immunity or Powers:** Nothing in this Service Agreement will be deemed to constitute a waiver of sovereign immunity or powers of the Customer, the Williamson County Commissioners Court, or the Williamson County Judge. Additionally, the parties agree that under the Constitution and laws of the State of Texas, the Customer cannot enter into an agreement whereby the Customer agrees to indemnify or hold harmless another party; therefore, all references of any kind to Customer defending, indemnifying, holding, or saving harmless CG for any reason are hereby deleted.

#### V.

**Termination:** This Service 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.

#### VI.

**Venue and Applicable Law:** Venue of this Service Agreement shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

#### VII.

**Right to Audit:** CG agrees that the Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Service Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of CG which are directly pertinent to the services to be performed under this Service Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CG agrees that the County shall have access during normal working hours to all necessary CG facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The Customer shall give CG reasonable advance notice of intended audits.

#### VIII.

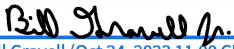
**Public Information:** CG understands that Customer will comply with the Texas Public Information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

IX.

**Authorized Expenses:** In the event Customer authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Service Agreement, Customer will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: [WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf \(wilco.org\)](#). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

WITNESS that this Service Agreement shall be effective as of the date of the last party's execution below.

**WILLIAMSON COUNTY:**

  
Bill Gravell (Oct 24, 2023 11:00 CDT)

Authorized Signature

**Bill Gravell**

County Judge/Presiding Officer

Date: Oct 24, 2023, 20  

**SERVICE PROVIDER:**

The Cleaning Guys, LLC

Name of Service Provider

  
Authorized Signature

Laura McCallum

Printed Name

Date: October 13, 2023