

STATE OF TEXAS                                   §  
   §       **KNOW ALL BY THESE PRESENTS:**  
 COUNTY OF FORT BEND                       §

THIRD AMENDMENT TO AGREEMENT FOR  
 JANITORIAL SERVICES AT FBC JUSTICE CENTER  
 TIPS 02052215

THIS THIRD AMENDMENT, is made and entered into by and between Fort Bend County (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and McLemore Building Maintenance, Inc. (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas (hereinafter referred to collectively as "Parties").

WHEREAS, the Parties have previously executed and accepted that certain Agreement for Janitorial Services at the Fort Bend County Justice Center on March 8, 2016, and subsequently amended on February 10, 2017, and as amended on February 27, 2018 (collectively referred to as the "Agreement"), and incorporated by reference; and

WHEREAS, the Parties now desire to amend the agreement to expand the scope of services and increase the total annual maximum compensation.

**NOW, THEREFORE**, in consideration of the foregoing, the parties do mutually agree as follows:

1. **Scope of Services.**

- (a) Effective September 1, 2018, the Scope of Services shall be expanded to include the Law Library and Hearing Rooms, 2<sup>nd</sup> floor, and Grand Jury Room 3<sup>rd</sup> floor, as outlined in further detail in the ("Scope of Services"), attached hereto as Exhibit A-1, and incorporated by reference.
- (b) Effective November 1, 2018, the Scope of Services shall be expanded to include the new 1<sup>st</sup> floor Courtroom, as outlined in further detail in the ("Scope of Services"), attached hereto as Exhibit A-1, and incorporated by reference.
- (c) Services shall include all those as described in the Agreement and in the attached Exhibit A-1.

2. **Compensation.**

- (a) Effective September 1, 2018, the total compensation for the aforementioned Scope of Services shall be Three Hundred and Ninety-four and 00/100 dollars (\$394.00) per month.
- (b) Effective November 1, 2018, the total compensation for the Scope of Services shall be Three Hundred and Ninety-four dollars and 00/100 dollars (\$394.00) per month.
- (c) The total annual maximum compensation for the Scope of Services herein shall be Two Hundred Seventy-six Thousand Seven Hundred Ninety-two and 00/100 dollars (\$276,792.00).

3. **Limit of Appropriation.** In no case shall the amount paid by County for Scope of Services exceed the total Maximum Compensation without an approved change order.

All terms and conditions of the Agreement, including any addenda or amendments, not modified herein shall remain in full force and effect for the term of the Agreement. If there is a conflict between this Third Amendment and the original Agreement (inclusive of the subsequent addenda or amendments), the provisions of this Third Amendment shall prevail with regard to the conflict.

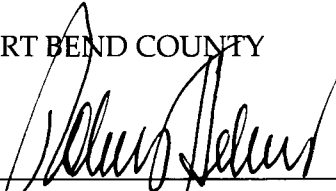
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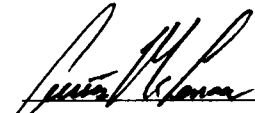
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IN WITNESS WHEREOF, the parties put their hands to this Amendment on the dates indicated below.

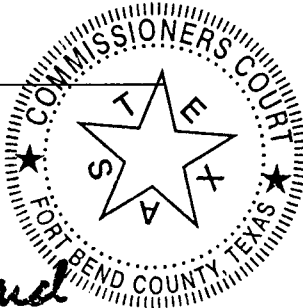
FORT BEND COUNTY

MCLEMORE BUILDING MAINTENANCE, INC.

  
\_\_\_\_\_  
Robert E. Hebert, County Judge

  
\_\_\_\_\_  
Authorized Agent- Signature

9-11-2018  
Date



Curtis McLemore  
Authorized Agent- Printed Name

Chief Executive Officer  
Title

ATTEST:  
  
\_\_\_\_\_  
Laura Richard, County Clerk

August 28, 2018  
Date

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 276,792  
to accomplish and pay the obligation of Fort Bend County under this contract.

  
\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

Exhibit A-1: Scope of Services

# **EXHIBIT A-1**

## **SCOPE OF SERVICES**

EXHIBIT to Third Amendment  
SCOPE OF SERVICES – JUSTICE CENTER BUILDOUT

- (a) Effective September 1, 2018, services shall be expanded to include the Law Library and Hearing Rooms, 2<sup>nd</sup> floor and Grand Jury Room 3<sup>rd</sup> floor for a total 5,262 sf, and billing will be \$394.00/mo.
  
- (b) Effective November 1, 2018, services shall be expanded to include the new 1<sup>st</sup> floor Courtroom for a total of 5,367 sf, and billing will be \$394.00/mo.
  
- (c) Services shall include all those described in the Original Agreement.

STATE OF TEXAS  
COUNTY OF FORT BEND

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KNOW ALL BY THESE PRESENTS:

THIRD AMENDMENT TO AGREEMENT FOR  
JANITORIAL SERVICES AT FBC JUSTICE CENTER  
TIPS 02052215

THIS THIRD AMENDMENT, is made and entered into by and between Fort Bend County (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and McLemore Building Maintenance, Inc. (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas (hereinafter referred to collectively as "Parties").

WHEREAS, the Parties have previously executed and accepted that certain Agreement for Janitorial Services at the Fort Bend County Justice Center on March 8, 2016, and subsequently amended on February 10, 2017, and as amended on February 27, 2018 (collectively referred to as the "Agreement"), and incorporated by reference; and

WHEREAS, the Parties now desire to amend the agreement to expand the scope of services and increase the total annual maximum compensation.

NOW, THEREFORE, in consideration of the foregoing, the parties do mutually agree as follows:

1. **Scope of Services.**

- (a) Effective September 1, 2018, the Scope of Services shall be expanded to include the Law Library and Hearing Rooms, 2<sup>nd</sup> floor, and Grand Jury Room 3<sup>rd</sup> floor, as outlined in further detail in the ("Scope of Services"), attached hereto as Exhibit A-1, and incorporated by reference.
- (b) Effective November 1, 2018, the Scope of Services shall be expanded to include the new 1<sup>st</sup> floor Courtroom, as outlined in further detail in the ("Scope of Services"), attached hereto as Exhibit A-1, and incorporated by reference.
- (c) Services shall include all those as described in the Agreement and in the attached Exhibit A-1.

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STATE OF TEXAS §  
COUNTY OF FORT BEND §      **KNOW ALL BY THESE PRESENTS:**  
§

SECOND AMENDMENT TO AGREEMENT FOR  
JANITORIAL SERVICES AT FBC JUSTICE CENTER  
TIPS 02052215

THIS SECOND AMENDMENT, is made and entered into by and between Fort Bend County (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and McLemore Building Maintenance, Inc. (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas (hereinafter referred to collectively at "Parties").

WHEREAS, the Parties have previously executed and accepted that certain Agreement for Janitorial Services at the Fort Bend County Justice Center on or about March 8, 2016, and subsequent amendment dated on or about February 28, 2017, (collectively referred to as the "Agreement"), and incorporated by reference; and

WHEREAS, the Parties now desire to renew the agreement for an additional term and to amend the agreement to an increase and subsequent decrease in compensation, and to include certain statutory provisions as required by the Texas Government Code.

**NOW, THEREFORE**, in consideration of the foregoing, the parties do mutually agree as follows:

1. **Scope of Services.**
  - (a) Effective March 1, 2018, the scope of services shall be expanded to include the Fort Bend County Justice Center Expansion, as outlined in further detail in the ("Scope of Services"), attached hereto as Exhibit A, and incorporated by reference.
  - (b) Effective April 1, 2018, the scope of services shall be reduced in the Fort Bend County Justice Center, as outlined in further detail in the ("Scope of Services"), attached hereto as Exhibit A, and incorporated by reference.
  - (c) Services shall include all those as described in the original Agreement and in the attached Exhibit A.
2. **Time of Performance.** The additional Services shall begin on March 1, 2018.
3. **Compensation.**
  - (a) Effective March 1, 2018, the total compensation for the Scope of Services shall be Twenty-five Thousand Three Hundred Eighty-two and 00/100 dollars (\$25,382.00) per month.

- (b) Effective April 1, 2018, the total compensation for the Scope of Services shall be decreased to Twenty-two Thousand Two Hundred Seventy-eight and 00/100 dollars (\$22,278.00) per month or an annual maximum compensation of Two Hundred Sixty-seven Thousand Three Hundred Thirty-six and 00/100 dollars. (\$267,336.00).
4. **Renewal Period.** The Agreement shall renew for an additional one-year period beginning on April 1, 2018 and ending on March 31, 2019.
  5. **Limit of Appropriation.** In no case shall the amount paid by County for Scope of Services exceed the total Maximum Compensation without an approved change order.
  6. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Contractor for any reason are hereby deleted.
  7. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by Contractor in any way associated with the Agreement.
  8. **Arbitration.** County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.
  9. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.
  10. **Agreement to Not Boycott Israel Chapter 2270 Texas Government Code.** By signature below, Track Star verifies that Track Star does not boycott Israel and will not boycott Israel during the term of this Agreement.
  11. **Texas Government Code Section 2251.152 Acknowledgement.** By signature below, Track Star represents pursuant to Section 2252.152 of the Texas Government Code, that Track Star is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

All terms and conditions of the Agreement, including any addenda or amendments, not modified herein shall remain in full force and effect for the term of the Agreement. If there is a conflict between this Second Amendment and the Agreement for Janitorial Services at the FBC Justice Center or subsequent amendment, the provisions of this Second Amendment shall prevail with regard to the conflict.

IN WITNESS WHEREOF, the parties put their hands to this Amendment on the dates indicated below.

FORT BEND COUNTY

MCLEMORE BUILDING  
MAINTENANCE, INC.

Robert E. Hebert, County Judge

Authorized Agent- Signature

2-27-2018  
Date

Curtis McLemore  
Authorized Agent- Printed Name

ATTEST:

  
Laura Richard, County Clerk

Chief Executive Officer  
Title

February 19, 2018  
Date

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 267,336.00 to accomplish and pay the obligation of Fort Bend County under this contract.

  
Robert Ed Sturdivant, County Auditor

# **EXHIBIT A**

## **SCOPE OF SERVICES**

## **EXHIBIT A**

### **SCOPE OF SERVICES – JUSTICE CENTER EXPANSION**

1. Effective March 1<sup>st</sup>, services shall be expanded to include the Justice Center Expansion for a total 93,757 sf, and billing will be \$25,382/month to include the Justice Center, Justice Center Courtroom build out and Justice Center Expansion.
2. Effective April 1<sup>st</sup>, services shall be reduced in the Justice Center by 50,395 sf, and billing will be \$22,278.00/month for the Justice Center including the Justice Center Courtroom build out and Justice Center Expansion.
3. Services shall include all those described in the Original Agreement.

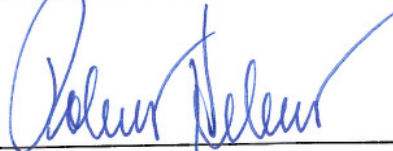


is a conflict between this First Amendment and the Agreement, the provisions of this First Amendment shall prevail with regard to the conflict.

IN WITNESS WHEREOF, the parties put their hands to this Amendment on the dates indicated below.

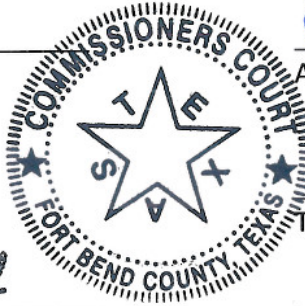
FORT BEND COUNTY

MCLEMORE BUILDING  
MAINTENANCE, INC.

  
\_\_\_\_\_  
Robert E. Hebert, County Judge

  
\_\_\_\_\_  
Authorized Agent- Signature

2-28-2017  
\_\_\_\_\_  
Date



Curtis McLemore  
\_\_\_\_\_  
Authorized Agent- Printed Name


ATTEST:

  
\_\_\_\_\_  
Laura Richard, County Clerk

CEO  
\_\_\_\_\_  
Title  
2/10/2017  
\_\_\_\_\_  
Date

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 234,864.00 to accomplish and pay the obligation of Fort Bend County under this contract.

  
\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

- EXHIBIT A: AGREEMENT FOR JANITORIAL SERVICES AT FBC JUSTICE CENTER
- EXHIBIT B: SCOPE OF WORK – COURTROOM BUILDOUT

# EXHIBIT A

STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND         §

**AGREEMENT FOR JANITORIAL SERVICES AT FBC JUSTICE CENTER**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and McLemore Building Maintenance, Inc. (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide janitorial services related at the Fort Bend County Justice Center (hereinafter "Services"); and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

**AGREEMENT**

**Section 1. Scope of Services**

Contractor shall render Services to County as defined in the Scope of Services (attached hereto as Exhibit A) and at rates established in the Interlocal Purchasing System (TIPS) for Janitorial Services #02052215.

**Section 2. Personnel**

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

### **Section 3. Compensation and Payment**

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is eighteen thousand eight hundred and sixty four dollars and no/100 (\$18,864.00) per month for an annual maximum compensation of two hundred twenty six thousand three hundred and sixty eight dollars and no/100 (\$226,368.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

### **Section 4. Limit of Appropriation**

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of two hundred twenty six thousand three hundred and sixty eight dollars and no/100 (\$226,368.00), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed two hundred twenty six thousand three hundred and sixty eight dollars and no/100 (\$226,368.00).

### **Section 5. Time of Performance**

The time for performance of the Scope of Services by Contractor shall begin on April 1, 2016 and end on March 31, 2017.

## **Section 6. Modifications and Waivers**

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

## **Section 7. Termination**

7.1 Termination for Convenience

7.1.1 Either Party may terminate this Agreement at any time upon sixty (60) days written notice.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

#### **Section 8. Ownership and Reuse of Documents**

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

#### **Section 9. Inspection of Books and Records**

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

#### **Section 10. Insurance**

10.1 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.1.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.1.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

10.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

#### **Section 11. Indemnity**

**CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.**

#### **Section 12. Confidential and Proprietary Information**

12.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

12.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of

any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

12.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

12.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12.5 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

### **Section 13. Independent Contractor**

13.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

13.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

**Section 14. Notices**

14.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

14.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County:	Fort Bend County Attn: Purchasing 301 Jackson Street Richmond, Texas 77469
With a copy to:	Fort Bend County Attn: County Judge 401 Jackson Street Richmond, Texas 77469
Contractor:	McLemore Building Maintenance, Inc. 110 Fargo Street Houston, Texas 77006

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

14.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

**Section 15. Compliance with Laws**

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish

County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**Section 16. Performance Warranty**

16.1 Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

16.2 Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

**Section 17. Assignment and Delegation**

17.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

17.2 Neither party may delegate any performance under this Agreement.

17.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

**Section 18. Applicable Law**

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

**Section 19. Successors and Assigns**

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

**Section 20. Third Party Beneficiaries**

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

**Section 21. Severability**

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

**Section 22. Publicity**

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

**Section 23. Captions**

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

**Section 24. Conflict**

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the \_\_\_\_ day of \_\_\_\_\_, 2016.

FORT BEND COUNTY

*Robert E. Hebert*

Robert E. Hebert, County Judge

*March 8, 2016*

Date

ATTEST:

*Laura Richard*

Laura Richard, County Clerk



McLemore Building Maintenance, Inc.

*Curtis McLemore*

Authorized Agent- Signature

*Curtis McLemore*

Authorized Agent- Printed Name

*CEO*

Title

*3/1/2016*

Date

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$18,864.00 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Edward Sturdivant, County Auditor

# EXHIBIT A



## 1.0 SCOPE OF WORK:

- 1.1 The Fort Bend County Justice Center, 1422 Eugene Heimann Circle, Richmond, TX is approximately 235,000 sq ft.
- 1.2 The contractor shall supply all cleaning equipment and personnel necessary for cleaning, disinfecting and upkeep of floors, carpets, walls, trim, fixtures, glass and dusting of furniture. Equipment must be in good working condition. Facilities Operations Manager must approve equipment and supplies prior to use. Fort Bend County will supply Envirox, Mineral Shock (to be dispensed and controlled by County), trash can liners, soap refills, and paper products, i.e., paper towels, toilet tissue, and tissue seat covers. Fort Bend County will require contractor's personnel to be trained on Envirox and Mineral Shock products by supplier prior to use. A product training completion certificate will be presented at the end of training session to attendees. Only the contractor's trained personnel will be allowed to clean in this facility.
- 1.3 RFP submitted will be for cleaning five (5) days a week – Monday - Friday. The cleaning crew is to work each evening when the Justice Center is closed. All members of the cleaning crew must be able to speak English fluently. All members of the cleaning crew must have a background check performed and approved by the Facilities Operations Manager prior to working in this facility. The cleaning crew will not be allowed to start cleaning prior to 6:00 p.m. each business day. All crew members must be present the entire shift. Normal hours of operation for the Justice Center are 8 a.m. – 5 p.m. Monday through Friday. The Justice Center may require minor adjustments to the cleaning schedule for special programming. If the Justice Center is closed for an extended holiday or on Saturdays and Sundays, the contractor is expected to provide specialized services on those days. No scheduling adjustments will be made due to holidays unless specifically requested by the Facilities Operations Manager.
- 1.4 The vendor is required to train all members of the cleaning crew to know and understand all requirements set forth in this contract.
- 1.5 The contractor will be responsible for losses or damages and any unauthorized toll type telephone calls, which are traceable to the cleaning staff. Should polygraph tests be required to determine liability, the contractor will be responsible for the costs of such tests. Any damages by the cleaning crew should be reported to the Facilities Operations Manager the following workday. Each employee of the contractor must agree to being photographed and fingerprinted by the County.
- 1.6 No food or drink is allowed in the building by the cleaning staff. No smoking is allowed in the building at any time. No cleaning staff is allowed to have children

on the premises during their assigned working hours. Each member of the cleaning crew is required to wear a photo ID badge identifying them and the cleaning company, a uniform shirt that identifies the cleaning company, and a copy of product training completion certificate at all times they are on the County premises.

- 1.7 The cleaning staff will not use any county equipment, such as telephones, computers, typewriters, copy machines, etc. Cleaning staff must never open cabinets, drawers, files, etc.
- 1.8 The contractor is responsible for the security of the building during cleaning hours. All entrances must be secure after entering and upon leaving the building. If keys are lost, the contractor is responsible for all costs necessary to re-establish security, i.e., new locks, keys, labor, etc. The contractor's access shall be limited to 2 set of keys, furnished by the County. At the end of the contract, all outside door locks with specified duplicate keys may be changed at the contractor's expense by a County approved vendor.
- 1.9 The contract is required to keep a nightly roster of cleaning personnel in the building and their work assignments. Each crew member must sign in and out individually. Starting and ending time for each crew member will be required. The schedule of all periodic tasks and their sign off must be left at the County's designated area in the building for review by the County.
- 1.10 The cleaning crew shall be supervised at all times. All services must be inspected by a Contractor's representative at least weekly and any corrective action taken immediately. The Contractor's representative will date and sign the nightly roster on each visit. Each inspection will require a completed inspection form (County will provide) by the Contractor's representative. The completed inspection form will be signed by the Contractor's representative and put in the County's designated area in the building for review by the County. Failure to follow 9.9 and 9.10 above will be grounds to terminate said contract with vendor.
- 1.11 Additional services not specified may be contracted for at a rate agreeable to both parties (Example: special sealants, more carpet cleaning, additional occupied space, etc.).
- 1.12 DAILY SERVICE:
  - 1.12.1 Restrooms:
    - 1.12.1.1 Sweep and mop ceramic tile floor with Envirox, removing all stains.

- 1.12.1.2 Wash and disinfect all surfaces of urinals, bowls and tanks with Envirox.
- 1.12.1.3 Clean all mirrors and vanity shelves with Envirox.
- 1.12.1.4 Clean and dry polish faucets, soap dispensers, sanitary disposal units, towel and tissue dispensers, and waste receptacles.
- 1.12.1.5 Damp wipe ledges, sills and stall partitions.
- 1.12.1.6 Empty, clean, and disinfect all waste containers, replace liners and remove waste to designated area.
- 1.12.1.7 Clean and disinfect all sanitary napkin containers both inside and out.
- 1.12.1.8 Spot clean all walls and doors.
- 1.12.1.9 Restock all restroom supplies, i.e., toilet tissue, paper towels, soap refills, etc.

#### 1.12.2 Elevators

- 1.12.2.1 Clean, polish and remove finger marks, smudges, etc from elevator doors, walls, control panels, and thresholds.
- 1.12.2.2 Sweep, vacuum or mop depending on floor covering in elevator. Also, remove any stains on floor covering.
- 1.12.2.3 Clean and remove all debris from door tracks.

#### 1.12.3 Escalators

- 1.12.3.1 Turn off escalators. Sweep the steps to loosen debris.
- 1.12.3.2 Use shop vacuum to clean up all debris from steps on escalators.
- 1.12.3.3 Clean, polish and remove finger marks, smudges, etc. from escalator walls, handrails, etc.

#### 1.12.4 Floor Covering:

- 1.12.4.1 Carpet: Vacuum from corner to corner and spot clean any stains.
- 1.12.4.2 Ceramic Tile and Terrazzo: Sweep and machine scrub.
- 1.12.4.3 VCT Tile: Sweep and mop removing all stains.
- 1.12.4.4 Spots and gum on all floor coverings will be removed upon discovery.
- 1.12.4.5 Floor molding will be maintained in a dust free condition.
- 1.12.4.6 Clean inside and outside door mats of dirt and debris.
- 1.12.4.7 Sweep entrance thresholds removing all debris, trash, etc.

#### 1.12.5 Glass and Windows:

- 1.12.5.1 Spot clean all glass – windows, doors (inside and out), walls, entries and partitions (includes entry doors to building) and glass desktops.

#### 1.12.6 Wall/Wall Coverings:

- 1.12.6.1 Dust and remove all smudges and fingerprints on walls, wall coverings and wall hangings.
- 1.12.6.2 Wall coverings must be dust free.
- 1.12.6.3 Any tape on walls will be removed daily.
- 1.12.6.4 Graffiti will be removed from walls upon discovery.
- 1.12.6.5 Walls will be inspected when cleaned for any peeling or chipped paint. Any walls needing repair will be written and left in 'comment section' of nightly roster.

#### 1.12.7 Dusting and Furniture Care:

- 1.12.7.1 Dust all exposed areas on desks, other work surfaces, cabinets, shelves and lamps.
- 1.12.7.2 Clean and disinfect all tabletops, counter tops and appliance exteriors in all kitchen areas of building.
- 1.12.7.3 DRY dust all electronics.

#### 1.12.8 Miscellaneous Cleaning Services:

- 1.12.8.1 Empty all wastebaskets in building.
- 1.12.8.2 Install new waste basket liners, replace as necessary.
- 1.12.8.3 Empty all trash cans at entrances and replace with new liners.
- 1.12.8.4 Clean and sanitize wastebaskets, trash cans as needed.
- 1.12.8.5 Remove all trash to designated area.
- 1.12.8.6 Clean, disinfect, and polish all drinking fountains.
- 1.12.8.7 Clean and disinfect all walls, wall switches and thermostats of finger marks and smudges.
- 1.12.8.8 Clean and disinfect all doorknobs and door fixtures.
- 1.12.8.9 Dust and remove all smudges and fingerprints on doors.
- 1.12.8.10 Clean and disinfect all telephones weekly.
- 1.12.8.11 Maintain Janitor's closets in a clean and orderly condition.
- 1.12.8.12 Remove all cobweb daily throughout the building.
- 1.12.8.13 Turn all lights off when leaving each work area.

#### 1.13 WEEKLY SERVICE: All above, plus.

1.13.1 Restrooms:

- 1.13.1.1 Dust hard to reach areas including all a/c and return air vents.
- 1.13.1.2 Wash and disinfect stall partitions, doors and walls completely with Envirox.
- 1.13.1.3 Flush all floor drains.

1.13.2 Floor Covering:

- 1.13.2.1 VCT Tile: Sweep, mop and spray buff.

1.13.3 Dusting and Furniture Care:

- 1.13.3.1 Vacuum upholstered furniture weekly.

1.13.4 Stairwells: Clean all emergency stairwells in building:

- 1.13.4.1 Sweep stairs and landings.
- 1.13.4.2 Wet mop stairs and landings.
- 1.13.4.3 Dust handrails and ledges.
- 1.13.4.4 Spot clean walls and doors.

1.13.5 Interior Windows:

- 1.13.5.1 Windowsills will be free of dust and debris.
- 1.13.5.2 Cobwebs will be removed.
- 1.13.5.3 Spot clean all interior glass.
- 1.13.5.4 Blinds will be free of dust and debris.

1.14 MONTHLY: All above, plus.

1.14.1 Restrooms:

- 1.14.1.1 Machine scrub all restroom tile floors.
- 1.14.1.2 Clean and dust all light fixtures, grilles and hard to reach areas.

1.14.2 Elevators:

- 1.14.2.1 Dust and clean all ceiling panels and high ledges.

1.14.3 Stairwells: Clean all emergency stairwells in building

- 1.14.3.1 Dust frames and lights.
- 1.14.3.2 Remove all spider webs.

1.14.4 Dusting and furniture care:

- 1.14.4.1 Dusting ceiling lights. Remove all spider webs and bugs as needed.
- 1.14.4.2 Vacuum upholstered furniture and dust edges.
- 1.14.4.3 Vacuum under and behind upholstered furniture.  
Vacuum under any removable cushions.
- 1.14.4.4 Dust or vacuum window shades.

1.15 Semi-Annual: Set schedule will be agreed on with vendor and Facilities Operations Manager (First time between January 1<sup>st</sup> and March 1<sup>st</sup> and the second time between July 1<sup>st</sup> and September 1<sup>st</sup>).

1.15.1 VCT Tile floor covering: Strip and wax.

1.15.2 Carpets: Shampoo all carpeting.

1.15.3 Interior Glass clean and shine all interior windows and blinds in building.

1.15.4 Skylights – clean and shine interior and exterior of skylights (4).

# EXHIBIT B

## EXHIBIT B

### SCOPE OF WORK- JUSTICE CENTER COURTROOM BUILD OUT

1. Services shall be expanded to include the Justice Center Courtroom build out- 9,864 sf.
2. Services shall include all those described in the Original Agreement.
3. Monthly billing will be \$708.00 for the additional described location.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

McLemore Building Maintenance, Inc.  
 Houston, TX United States

Certificate Number:  
 2018-396718

Date Filed:  
 08/27/2018

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Fort Bend County

Date Acknowledged:  
 09/11/2018

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

TIPS  
 Janitorial Services for FBC Justice Center

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)