

STATE OF TEXAS  
COUNTY OF TRAVIS

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**CONTRACT BETWEEN  
TEXAS JUVENILE JUSTICE DEPARTMENT  
AND  
WORKQUEST  
WITH  
RELIEF ENTERPRISE, INC.  
FOR  
JANITORIAL SERVICES FOR CENTRAL OFFICE – BRAKER H BUILDING – SUITE A  
AMENDMENT 1 TO CONTRACT NUMBER CON0001061**

The **Texas Juvenile Justice Department**, hereinafter “**TJJD**,” and **WorkQuest, 1011 East 53 ½ Street Austin, Texas, 78751**, hereinafter “**WorkQuest**,” which has assigned the performance of this contract to **Relief Enterprise, Inc.**, hereinafter “**Performing Party**,” acknowledge that they have previously entered into a contract for the provision of janitorial services at TJJD Central Office located at 11209 Metric Boulevard, Building H, Suite A, Austin, Texas 78758, for the period of **September 1, 2019**, through **August 31, 2020**. This contract is identified as Contract Number **CON0001061**.

The parties wish to continue the relationship that exists without a lapse in services. TIBH and Performing Party agree to continue to provide services under the aforementioned existing contract, and TJJD agrees to continue to use TIBH’s and Performing Party’s services during the term of this contract.

TIBH and Performing Party represent and warrant that the individuals signing this Amendment are authorized to sign this document on behalf of TIBH and Performing Party and to bind TIBH and Performing Party under this Amendment.

The parties hereto agree to be bound by the terms of the existing contract and amendments, subject to the following changes:

1. Pursuant to **SECTION I, GENERAL TERMS, A. TERM**, TJJD is hereby exercising its first option under this contract to renew the contract term for an additional one (1) year period, from **September 1, 2020**, through **August 31, 2021**.
2. Exhibit A referenced in the contract preamble and under **SECTION II, SCOPE OF WORK** is replaced with the revised Exhibit A, Scope of Work for FY 21. (See Attached)
3. The total monthly amount for janitorial services described in Exhibit A, Janitorial Services Scope of Work, for FY 21 will not exceed **\$4,588.75**.
4. **SECTION III, COMPENSATION, A. CONTRACT AMOUNT**, is revised to read as follows: “The total contract amount for the period of **September 1, 2018**, through **August 31, 2019**, is not to exceed **\$55,065.00 (fifty-five thousand, sixty-five dollars and zero cents)**.”
5. The contract is amended as follows under **SECTION IV, GENERAL PROVISIONS**:
  - a. **Article 33, Termination**, is replaced with the following:

**“Article 33. Termination**

**Section 1:** Service Provider may terminate the contract for convenience by giving one hundred eighty (180) calendar days’ written notice to TJJD.

**Section 2:** TJJD may terminate the contract for convenience on thirty (30) calendar days’ written notice. There is no buy out or other amounts due if TJJD terminates early. Upon termination under this provision, Service Provider shall refund to TJJD any amounts attributable to the terminated months within thirty (30) days of the termination.

**Section 3:** TJJD shall terminate this contract in the event that TJJD is not granted funding to pay for the herein described services or in the event that funding is lost due to either a reduction in the budget or a reallocation of budgeted funds.

**Section 4: Cause/Default/Breach:** If Service Provider fails to provide the goods or services contracted for according to the provisions of this contract, or fails to comply with any terms or conditions of this contract, TJJD may, upon written notice of default or breach to Service Provider, immediately terminate all or any part of this contract. Termination is not an exclusive remedy, but exists in addition to any other rights and remedies provided in equity, by law, or under this contract. TJJD may exercise any other right, remedy, or privilege available to it under applicable law or may proceed by appropriate court action to enforce the provisions of this contract. The exercise of any of the foregoing remedies will not constitute a termination of this contract unless TJJD notifies Service Provider in writing prior to the exercise of such remedy. Service Provider shall be liable for all costs and expenses, including court costs, incurred by TJJD with respect to the enforcement of any of the remedies listed herein.”

- b. The following Articles are added:

**“Article 27: False Statements**

The undersigned certifies that the information contained in this contract is accurate and complete.

**Article 28. Human Trafficking Prohibition**

**Under Section 2155.0061, Government Code, the vendor [Service Provider] certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.**

**Article 29. Lobbying Prohibition**

Service Provider represents and warrants that TJJD's payments to Service Provider and Service Provider's receipt of appropriated or other funds under the contract are not prohibited by Sections 556.005 or 556.0055 of the Texas Government Code.

**Article 31. No Quantity Guarantees**

TJJD makes no express or implied warranty whatsoever that a minimum number of referrals will be guaranteed under this contract.

**Article 32. Permits, Certifications, and Licenses**

Service Provider represents and warrants that it has determined what licenses, certifications, and permits are required under the contract and has acquired all applicable licenses, certifications, and permits and shall maintain them as necessary throughout the term of the contract.

**Article 33. Prompt Payment**

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

**Article 34. Restricted Employment for Certain State Personnel**

Pursuant to Section 572.069 of the Texas Government Code, Service Provider certifies that it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for TJJD involving Service Provider within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification

**Article 35. Survival**

Expiration or termination of the contract for any reason does not release Service Provider from any liability or obligation set forth in the contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination."

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as of the day and year last below written.

**For the Texas Juvenile Justice Department:**

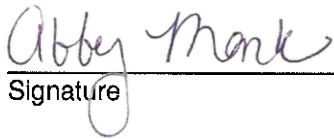


Camille Cain, Executive Director

8/24/2020

Date

**For WorkQuest:**



Signature

Abby Monk

Printed Name

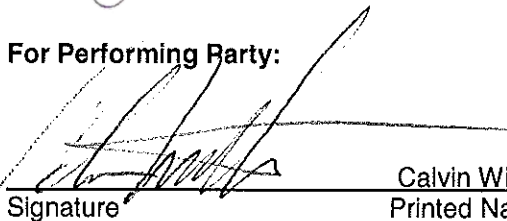
Regional Marketing Manager

Title

8/21/2020

Date

**For Performing Party:**



Signature

Calvin Williams

Printed Name

COO

Title

08/21/2020

Date