THE STATE OF TEXAS

COUNTY OF HARRIS

BID # L24175

ORDINANCE # 2012-0619

CONTRACT #_4600011595

# I. PARTIES

## 1.0 ADDRESS:

**THIS AGREEMENT FOR JANITORIAL CLEANING AND ASSOCIATED SERVICES** ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a Texas Home-Rule City and **MCLEMORE BUILDING MAINTENANCE, INC** ("Contractor or Vendor"), a corporation doing business in Texas.

The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

**City**

City Purchasing Agent for Director(s)
of Various Department(s)
City of Houston
P.O. Box 1562
Houston, Texas 77251

**Contractor**

McLemore Building Maintenance, Inc.
110 Fargo Street
Houston, Texas 77006-2097
Phone: 713 528-7775
Fax: 713 523-4341

The Parties agree as follows:

## 2.0 TABLE OF CONTENTS:

2.1 This Agreement consists of the following sections:

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## 3.0 PARTS INCORPORATED:

3.1 The above described sections and exhibits are incorporated into this Agreement.

## 4.0 CONTROLLING PARTS:

4.1 If a conflict among the sections or exhibits arises the Exhibits control over the Sections.

## 5.0 DEFINITIONS:

5.1 Certain terms used in this Agreement are defined in Exhibit "A".

## 6.0 SIGNATURES:

6.1 The Parties have executed this Agreement in multiple copies, each of which is an original.

ATTEST/SEAL (if a corporation):

WITNESS (if not a corporation):

By:_____

Name:

Title:

**MCLEMORE BUILDING MAINTENANCE, INC.**

By:

Name: Curtis McLemore

Title: Chief Executive Officer

Federal Tax ID Number: 74-1804594

ATTEST/SEAL:

City Secretary

CITY OF HOUSTON, TEXAS

Signed by:

Mayor

APPROVED:

City Purchasing Agent

COUNTERSIGNED BY:

City Controller

DATE COUNTERSIGNED:

7-10-12

This Contract has been reviewed as to form by the undersigned legal assistant and has been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

6-11-12

Date

Legal Assistant

## II. DUTIES OF CONTRACTOR

**1.0 SCOPE OF SERVICES:**

1.1 In consideration of the payments specified in this Agreement, Contractor shall provide all labor, material, equipment, transportation and supervision necessary to perform the services described in Exhibit "B", "B-1 and "B-2"

**2.0 INDEMNITY AND RELEASE:**

**2.1 RELEASE**

**PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE CITY) FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.**

**2.2 INDEMNIFICATION:**

**PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY "THE CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:**

**2.2.1 PRIME CONTRACTOR/SUPPLIERS AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 2.1-2.3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;**

**2.2.2 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND**

**2.2.3 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT.**

**2.2.4 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. PRIME CONTRACTOR/SUPPLIER'S INDEMNIFICATION IS LIMITED TO $500,000.00 PER OCCURRENCE. PRIME CONTRACTOR/SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.**

## 2.3 INDEMNIFICATION:

**CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.**

## 3.0 INDEMNIFICATION PROCEDURES:

3.1 Notice of Claims. If the City or Prime Contractor/Supplier receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

3.1.1 a description of the indemnification event in reasonable detail,

3.1.2 the basis on which indemnification may be due, and

3.1.3 the anticipated amount of the indemnified loss.

3.2 This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that Prime Contractor/Supplier is prejudiced, suffers loss, or incurs expense because of the delay.

3.3 Defense of Claims

3.3.1 Assumption of Defense. Prime Contractor/Supplier may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Prime Contractor/Supplier shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Prime Contractor/Supplier must advise the City as to whether or not it will defend the claim. If Prime Contractor/Supplier does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

3.3.2 Continued Participation. If Prime Contractor/Supplier elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Prime Contractor/Supplier may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Prime Contractor/Supplier does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

## 4.0 INSURANCE:

4.1 Contractor shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Agreement. All policies except Professional Liability and Workers' Compensation must name the City as an additional insured. The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI

or better, according to the most current edition Best's Key Rating Guide. Contractor shall maintain the following insurance coverages in the following amounts:

4.1.1 Commercial General Liability insurance including Contractual Liability insurance:
$500,000 per occurrence; $1,000,000 aggregate

4.1.2 Workers' Compensation including Broad Form All States endorsement:
Statutory amount

4.1.3 Automobile Liability insurance
$1,000,000 combined single limit per occurrence
Defense costs are excluded from the face amount of the policy.
Aggregate Limits are per 12-month policy period unless otherwise indicated.

4.1.4 Employer's Liability
Bodily injury by accident $100,000 (each accident)
Bodily injury by disease $100,000 (policy limit)
Bodily injury by disease $100,000 (each employee)

4.2 All insurance polices must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City, Contractor shall give written notice to the Director if any of its insurance policies are cancelled, materially changed or non-renewed. Within the 30 day period, Contractor shall provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewed so as to maintain in effect the required coverage. If Contractor does not comply with this requirement, the Director, at his or sole discretion, may:

4.2.1 immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or

4.2.2 purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

4.2.3 All certificates of insurance submitted by Contractor shall be accompanied by endorsements for additional insured coverage in favor of the City for Commercial General Liability and Automobile Liability policies; and waivers of subrogation in favor of the City for Commercial General Liability, Automobile Liability, and Worker's Compensation/Employers' Liability policies. For a list of pre-approved endorsement, forms see **http://purchasing.houstontx.gov/forms.shtml.** The Director will consider all other forms on a case-by-case basis.

## 5.0 WARRANTIES:

5.1 Contractor represents and warrants that it shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for work of this kind. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.

5.2 With respect to any parts and goods furnished by it, Contractor warrants:
5.2.1 that all items are free of defects in title, material, and workmanship,

5.2.2 that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed,

5.2.3 that each replacement item is new in accordance with original equipment manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new), and

5.2.4 that no item or its use infringes any patent, copyright, or proprietary right.

## 6.0 LICENSES AND PERMITS:

6.1 Contractor shall obtain and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation.

## 7.0 COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE:

7.1 Contractor shall comply with the City's Equal Employment Opportunity Ordinance as set out in Exhibit "C."

## 8.0 MWBE COMPLIANCE:

8.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least **20%** of the value of this Agreement to MWBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunity ("OBO"), and will comply with them.

8.2 Contractor shall require written subcontracts with all MWBE subcontractors and shall submit all disputes with MWBEs to binding arbitration to be conducted in Houston, Texas if directed to do so by the OBO Director. MWBE subcontracts must contain the terms set out in Exhibit "D."

## 9.0 DRUG ABUSE DETECTION AND DETERRENCE:

9.1 It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.

9.2 Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):

9.2.1 a copy of its drug-free workplace policy,

9.2.2 the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "E," together with a written designation of all safety impact positions and,

9.2.3 if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "F."

9.3 If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "G." Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement.

The first 6-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.

9.4 Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.

9.5 Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

## 10.0 ENVIRONMENTAL LAWS:

10.1 Contractor shall comply with all rules, regulations, statutes, or orders of the Environmental Protection Agency ("EPA"), the Texas Commission on Environmental Quality ("TCEQ"), and any other governmental agency with the authority to promulgate environmental rules and regulations ("Environmental Laws"). Contractor shall promptly reimburse the City for any fines or penalties levied against the City because of Contractor's failure to comply.

10.2 Contractor shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to, or from the site except in strict compliance with the Environmental Regulations. "Hazardous Materials" means any substances, materials, or wastes that are or become regulated as hazardous or toxic substances under any applicable federal, state, or local laws, regulations, ordinances, or orders. Contractor shall not deposit oil, gasoline, grease, lubricants or any ignitable or hazardous liquids, materials, or substances in the City's storm sewer system or sanitary sewer system or elsewhere on City Property in violation of the Environmental Laws.

## 11.0 CONTRACTOR'S PERFORMANCE:

11.1 Contractor shall make citizen satisfaction a priority in providing services under this Agreement. Contractor shall train its employees to be customer service-oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of service to the public. If, in the Director's opinion, Contractor is not interacting in a positive and polite manner with citizens, he or she shall direct Contractor to take all remedial steps to conform to these standards.

## 12.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS:

12.1 Contractor shall make timely payments in accordance with applicable state and federal law to all persons and entities supplying labor, materials or equipment for the performance of this Agreement including Contractor's employees.

12.2 Failure of Contractor to pay it's employees as required by law shall constitute a default under this contract for which the Contractor and it's surety shall be liable on Contractor's performance bond if Contractor fails to cure the default as provided under this Agreement.

12.3 Contractor shall defend and indemnify the City from any claims or liability arising out of Contractors failure to pay its subcontractors as required by law. Contractor shall submit disputes relating to payment of M/WBE subcontractors to arbitration in the same manner as any other disputes under the M/WBE subcontract.

## 13.0 CONTRACTOR PAY OR PLAY PROGRAM:

13.1 The requirement and terms of the City of Houston Pay or Play Policy, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Contractor has reviewed

Executive Order 1-7 and shall comply with its terms and conditions as they are set out at the time of City Council approval of this Agreement. Exhibit "I".

13.2 The Pay or Play Program for various departments will be administered by the City of Houston Affirmative Action Division's designee and for a Department specific contract; the Department's designated contract administrator will administer the Pay or Play Program.

## III. DUTIES OF CITY

### 1.0 PAYMENT TERMS:

1.1 The City shall pay and Contractor shall accept fees at the unit prices provided in Exhibit H for all services rendered and the Deliverables furnished by Contractor. The fees must only be paid from Allocated Funds, as provided below.

1.2 Any quantities of services or Deliverables shown in any part of this contract or its exhibits are estimated only and are not any guarantee that the City will not purchase more or less of those services or Deliverables. The City will pay only for the services or Deliverables actually ordered and only at the unit prices set out.

### 2.0 TAXES:

2.1 The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

### 3.0 METHOD OF PAYMENT:

3.1 The City shall pay Contractor on the basis of invoices submitted by Contractor and approved by the Director, showing the specific tasks completed in the preceding month and the corresponding prices. The City shall make payments to Contractor at its address for notices within 30 days of receipt of an approved invoice.

### 4.0 METHOD OF PAYMENT - DISPUTED PAYMENTS:

4.1 If the City disputes any items in an invoice Contractor submits for any reason, including lack of supporting documentation, the Director shall temporarily delete the disputed item and pay the remainder of the invoice. The Director shall promptly notify Contractor of the dispute and request remedial action. After the dispute is settled, Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

### 5.0 LIMIT OF APPROPRIATION:

5.1 The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.

5.2 In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of **$1,676,623.74** to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:

5.3 The City makes a Supplemental Allocation by issuing to Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

**NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS**

**By the signature below, the City Controller certifies that, upon the request of the responsible director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.**

**$_____**

5.4 The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement and it has no other remedy in law or in equity against the City and no right to damages of any kind.

## 6.0 CHANGES:

6.1 At any time during the Agreement Term, the City Purchasing Agent or Director may issue a Change Order to increase or decrease the scope of services or change plans and specifications, as he or she may find necessary to accomplish the general purposes of this Agreement. Contractor shall furnish the services or deliverables in the Change Order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work.

6.2 The City Purchasing Agent or Director will issue the Change Order in substantially the following form:

**CHANGE ORDER**

| | |
|---|---|
| TO: | [Name of Contractor] |
| FROM: | City of Houston, Texas (the "City") |
| DATE: | [Date of Notice] |
| SUBJECT: | Change Order under the Agreement between the City and [Name of Contractor] countersigned by the City Controller on [Date of countersignature of the Agreement] |

Subject to all terms and conditions of the Agreement, the City requests that Contractor provide the following:

[Here describe the additions to or changes to the equipment or services and the Change Order Charges applicable to each.]

Signed:
[Signature of City Purchasing Agent or Director]

6.3 The City Purchasing Agent or Director may issue more than one Change Order, subject to the following limitations:

6.3.1 Council expressly authorizes the City Purchasing Agent or Director to approve a Change

Order of up to $50,000. A Change Order of more than $50,000 over the approved contract amount must be approved by the City Council.

6.3.2 If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.

6.3.3 The Total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.

6.4 Whenever Contractor receives a Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The City Purchasing Agent's or Director's decision regarding a time extension is final.

6.5 A product or service provided under a Change Order is subject to Inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement, and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.

6.6 Change Orders are subject to the Allocated Funds provisions of this Agreement.

## IV. TERM AND TERMINATION

**1.0 CONTRACT TERM:**

1.1 This Agreement is effective on the Countersignature Date and expires one (1) year after the date specified in the Notice to Proceed unless sooner terminated according to the terms of this Agreement.

CM

**2.0 NOTICE TO PROCEED:**

2.1 Contractor shall begin performance under this Agreement on the date specified in a Notice to Proceed from the City Purchasing Agent.

CM

**3.0 RESERVED:**

**4.0 TIME EXTENSIONS:**

4.1 If the Department requests an extension of time to complete its performance, then the City Purchasing Agent may, in his or her sole discretion, extend the time so long as the extension does not exceed 90 days. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

**5.0 TERMINATION FOR CONVENIENCE BY THE CITY:**

5.1 The City Purchasing Agent or Director may terminate this Agreement at any time by giving 30



CM

days written notice to Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.

5.2 On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in Section III unless the fees exceed the allocated funds remaining under this Agreement.

5.3 TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

## 6.0 TERMINATION FOR CAUSE BY CITY:

6.1 If Contractor defaults under this Agreement, the City Purchasing Agent or Director may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies which exist now or in the future. Default by Contractor occurs if:

6.1.1 Contractor fails to perform any of its duties under this Agreement;

6.1.2 Contractor becomes insolvent;

6.1.3 all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or

6.1.4 a receiver or trustee is appointed for Contractor.

6.2 If a default occurs, the City Purchasing Agent or Director may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The City Purchasing Agent or Director at his or her sole option, may extend the termination date to a later date. If the City Purchasing Agent or Director allows Contractor to cure the default and Contractor does so to the City Purchasing Agent's or Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the City Purchasing Agent or Director may terminate this Agreement on the termination date, at no further obligation of the City.

6.3 To effect final termination, the City Purchasing Agent or Director must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

## 7.0 TERMINATION FOR CAUSE BY CONTRACTOR:

7.1 Contractor may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a written notice to

the Director describing the default and the proposed termination date.

7.2 The date must be at least 30 days after the Director receives notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date.

**8.0 REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS:**

8.1 Upon expiration, or termination of this Agreement, Contractor is permitted ten (10) days within which to remove contractor-owned material and equipment from the City's premises. The City shall make such material and equipment readily available to Contractor. The time period may be extended upon approval by the Director. The City reserves the right to deny any extension of time.

## V. MISCELLANEOUS

**1.0 INDEPENDENT CONTRACTOR:**

1.1 Contractor shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City.

**2.0 FORCE MAJEURE:**

2.1 Timely performance by both parties is essential to this Agreement. However, neither party is liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by Force Majeure. Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots, court orders, and the acts of superior governmental or military authority.

2.2 This relief is not applicable unless the affected party does the following:

2.2.1 uses due diligence to remove the Force Majeure as quickly as possible; and

2.2.2 provides the other party with prompt written notice of the cause and its anticipated effect.

2.3 The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance does not constitute a default or breach of this Agreement by the City.

2.4 If the Force Majeure continues for more than 30 days, the City Purchasing Agent or Director may terminate this Agreement by giving 30 days' written notice to Contractor. This termination is not a default or breach of this Agreement. CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT AT THE TIME OF THE TERMINATION.

**3.0 SEVERABILITY:**

3.1 If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

**4.0 ENTIRE AGREEMENT:**

4.1 This Agreement merges the prior negotiations and understandings of the Parties and embodies

the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind exist between the Parties regarding this Agreement.

**5.0 WRITTEN AMENDMENT:**

5.1 Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance duly adopted by the City Council) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

**6.0 APPLICABLE LAWS:**

6.1 This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

6.2 Venue for any litigation relating to this Agreement is Harris County, Texas.

**7.0 NOTICES:**

7.1 All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in Section I of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

**8.0 NON-WAIVER:**

8.1 If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

8.2 An approval by the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

**9.0 INSPECTIONS AND AUDITS:**

9.1 City representatives may perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least 4 years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

**10.0 ENFORCEMENT:**

10.1 The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

## 11.0 AMBIGUITIES:

11.1 If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

## 12.0 SURVIVAL:

12.1 Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

## 13.0 PARTIES IN INTEREST:

13.1 This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Contractor only.

## 14.0 SUCCESSORS AND ASSIGNS:

14.1 This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.

## 15.0 BUSINESS STRUCTURE AND ASSIGNMENTS:

15.1 Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the City Purchasing Agent's or Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest under Section 9.406 (c) of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

15.2 Contractor shall not delegate any portion of its performance under this Agreement without the City Purchasing Agent's or Director's prior written consent.

## 16.0 REMEDIES CUMULATIVE:

16.1 Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

## 17.0 CONTRACTOR DEBT:

17.1 If Contractor, at any time during the term of this agreement, incurs a debt, as the word is defined in Section 15-122 of the Houston City Code of Ordinances, it shall immediately notify the City Controller in writing. If the City Controller becomes aware that Contractor has incurred a debt, she shall immediately notify contractor in writing. If Contractor does not pay the debt within 30 days of either such notification, the City Controller may deduct funds in an amount equal to the debt from any payments owed to Contractor under this agreement, and Contractor waives any recourse therefor.

## EXHIBIT "A"
## DEFINITIONS

As used in this Agreement, the following terms have the meanings set out below:

"Agreement" means this contract between the Parties, including all exhibits, change orders, and any written amendments authorized by City Council and Contractor.

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"City Purchasing Agent" is defined as the person or duly authorized successor, authorized in writing to act for the City. The term includes, except as otherwise provided in this Contract, the authorized representative of the City Purchasing Agent acting within the limits of delegated authority.

"Contractor Administrator" means the representative of the Department who is responsible for the administration for the Contract.

"Contract Award Notice" means the official notification substantiated by the Notice to Proceed issued by the City Purchasing Agent to the Contractor.

"Contract Charges" means charges that accrue during a given month as defined in Article III.

"Contract Term" is defined in Article IV.

"Contractor" is defined in the preamble of this Agreement and includes its successors and assigns.

"Countersignature Date" means the date this agreement is countersigned by the City Controller.

"Director" mean the Directors/Chiefs of each of the Departments or the City Purchasing Agent for the City, or the person he or she designates.

"Effective Date" is defined as date contract is countersigned by the City Controller.

"Governing Body" means the Mayor and City Council of the City of Houston.

"Hazardous Materials" is defined in Article II (Environmental Laws).

"Notice to Proceed" means a written communication from the City Purchasing Agent to Contractor instructing Contractor to begin performance.

"Parties" mean all the entities set out in the Preamble who are bound by this Agreement.

**EXHIBIT "B"**
**SCOPE OF WORK**

**SCOPE OF SERVICES**
**GENERAL SPECIFICATIONS**
**(Applies to All Departments)**

## 1.0 INVOICING

1.1 The Contractor shall submit each invoice in duplicate form for any services performed within thirty calendar days after the completion of services. The department will certify the correctness of each invoice and arrange for payment. The invoice must be identified by the agreement name and agreement number. All invoices shall be delivered or mailed to the department(s) whereby service was rendered. The itemization shall be in accordance with the Contract Fee Schedule, Exhibit H and shall include, but not be limited to the following:

1.1.1 Each invoice (in duplicate) shall be delivered or mailed to the individual Facility Manager of each department. The Contractor is responsible to verify the departments correct mailing address.

1.1.2 Invoices must be submitted in duplicate with copies of the Contractor's daily work orders attached which have been approve by the Facility Manager or designee.

1.1.3 Invoices submitted for services performed as the result of Change Order shall require that copies of the applicable Change Order also be attached to the original and one (1) invoice copy.

1.1.4 Invoices submitted for services that are performed as the result of Other Work/Services shall require that copies of the Director's or designee written request be attached to the original and one (1) each of the 2 invoice copy.

1.1.5 Other information or details as may be requested or specified by the Director and/or designee. Each invoice must contain, in addition to the above, the City of Houston Outline Agreement Number, a complete description of the services provided, complete contract name; and the Contractor's contact person for invoice irregularities.

1.2 The following are additional invoices requirements per department.

## 2.0 Parks and Recreation Department

2.1 Contractor shall submit invoices for payment in duplicate (one original and one copy) on the Contractor's company stationary with the original signed by an authorized agent of the company. Each invoice number shall be unique and not duplicated during the contract term. Each invoice shall detail the following information:

City Contract number and Work Order Number.
Facility address where services were performed.
Beginning and ending service dates.

Mail invoices to:
Parks & Recreation
2999 South Wayside
Houston, Texas 77023

3.0 **Public Works and Engineering Department**

3.1 Contractor shall submit invoices for payment in duplicate (one original and one copy) on the Contractor's company stationary with the original signed by an authorized agent of the company.

3.2 Each invoice number shall be unique and not duplicated during the contract term. Each invoice shall detail the following information:

City of Houston
Department of Public Works & Engineering
Accounts Payable- Service Contracts
Attn: Craig Foster
P.O. Box 61449
Houston, Texas 77208-1449

4.0 **General Services Department**

4.1 The janitorial contract shall submit along with their monthly invoice a weekly labor log for each facility documenting the number of daytime cleaning and supplemental cleaning hours worked. Weekly labor log sheets are to be supplied by the Contractor each log must be signed by the janitor who performed the work and the appropriate Building Administrator verifying the hours worked. Any transfer of labor hours from one facility to another must also be documented on the labor log sheet of both facilities, signed and approved by both Building Administrators involved in the transfer. Any invoice received without the weekly log sheet and signature verification for labor hours worked will not be approved for payment The contractor shall mail all approved invoices to:

City of Houston
General Services Department
Accounts Payable
PO Box 61189
Houston, TX 77208-1189

**5.0 MINIMUM WAGE and EMPLOYEE BENEFITS**

5.1 Contractor shall pay all employees at least the minimum hourly rates set out below while working under this Agreement.

| Description/Position Title | Minimum Hourly Wage |
|---|---|
| Housekeepers | $8.10 |
| Supervisors | $8.75 |
| Customer Service Representatives ("CSRs")s | $9.50 |
| Equipment Repair Personnel | $10.00 |
| Warehouse Supervisors | $10.00 |
| Assistant Project Manager | $13.00 |

5.2 If, during the term of this Agreement, the federal minimum wage applicable to this Agreement is increased, the Contractor may submit a request(s) for increase in the Agreement fees and employee hourly rates for consideration, provided such request is accompanied by documentation the Director and/or designee may reasonably request. If the Director and/or designee approves the request, then City will pay the Contractor increased Agreement fees to cover the Contractor's overhead costs and other costs for providing actual increases in employee hourly rates, as determined by the Director, and/or designee which shall in no event be less than the Federal minimum hourly wage.

5.3 The following method shall be used to determine the amount of annual hourly wage increases to the Contractor's employees, which shall not exceed the lesser of (i) one percent (**1%**) or (ii) the change in the Consumer Price Index, as described below. If the Contractor requests an increase in the annual hourly wage, it shall provide a wage increase budget to the Director on the anniversary date of this Agreement during the Agreement Term, including any Renewal Term.

5.4 Wage increases, if any, shall be based on changes in the Consumer Price Index for the month in which the most recent Consumer Price Index has been published, of the current calendar year, as compared to the Consumer Price Index for the same month of the previous calendar year. However, under no circumstances shall the hourly rates increase for any Agreement Year by more than one percent (**1%**) over the hourly rates for the previous Agreement Year. The Agreement fees paid to the Contractor by City shall increase incrementally by the same dollar amount as the wage increases, if any, with a reasonable allowance for the Contractor's increased documented overhead costs and other costs associated with such wage increase, provided that the Director must approve the amount of the increased Agreement fees. The overtime rates shall also increase, at the rate of the new hourly fee multiplied by one and one half (1.5).

## SECTION B
## SCOPE OF WORK/SPECIFICATIONS
## PART IA SPECIFICATIONS FOR FACILITIES MANAGED BY GENERAL SERVICES DEPARTMENT

**1.0 GENERAL**

The Contractor(s) agrees to provide Cleaning & Janitorial Services for all General Services locations as shown in Exhibit B. The Contractor shall provide all supervision, labor, materials, supplies, equipment and services, whether or not specifically mentioned in these documents for the cleaning and janitorial services. The Contractor is responsible for on-site inspections of each facility and shall provide sufficient personnel required to accomplish stated tasks.

**1.1 RECYCLE PROGRAM**

The Contractor is responsible for the collection of the recycle products at each facility that participates in the City of Houston Recycle program as shown in Exhibit B. The Contractor shall collect the recycle product during the cleaning schedule and place the materials in the assigned containers; the contractor shall assure that the recyclables are stationed in the pickup location on the day(s) listed in Exhibit B-1. The contractor shall supply drum liners in areas that require such product.

**1.2 EQUIPMENT**

All equipment, i.e., ladders, safety equipment, powered suspended baskets and scaffolds, shall be in good working condition and shall be subject to inspection on request of the appropriate Department.

**1.3 WORKMANSHIP**

Workmanship, reliability and safety are of paramount importance in the operation of these facilities and shall be key areas of concentration by the Contractor. Anything falling short of these objectives falls short of the requirements of the Contract.

**2.0 LIGHTING AND LOCKUP**

2.1 The Contractor's personnel shall be responsible for turning lights on and off in areas where they are working. Upon arrival to each floor, the floor maid shall check each area and turn off lights in all unoccupied areas. Light will be left on only during the performance of work in a specific area. Doors are to be closed and locked after each suite is cleaned. The Contractor shall submit and utilize a procedure for resolving thefts, lost key coverage, etc. The Contractor is responsible for ensuring maximum-security integrity among its staff, and shall be responsible for setting the security alarm upon completion of each work shift.

## 3.0 PHASE-IN / PHASE-OUT SERVICES

3.1 "Phase-In" Services: It shall be encumbered upon the Contractor to coordinate, with the Facility Manager, the "phase-in" services at the start of this Contract. Within the first 30 days after receipt of the Notice to Proceed from the City Purchasing Agent or designee, the Contractor shall submit to the Facility Manager, in writing, the following:

3.1.1 Performance schedules that define, implement and communicate in detail, how the Contractor shall begin performing its duties. Schedules shall include a detailed description of the services to be provided, a proposed staffing level and a detailed list of all equipment and supplies to be used on-site in providing these services. This will be reviewed and approved by the Facility Manager.

3.1.2 Plans for contract administration and communication between the Contractor and the Facility Manager.

3.1.3 Procedures for quality control that the Contractor shall implement to ensure that it meets the requirements of these specifications. These procedures are subject to the Facility Manager's approval.

3.1.4 Within one week of commencing performance, the Contractor is to schedule and begin a detailed cleaning of each facility to establish a baseline standard of cleanliness by which the contractor shall be judged throughout the term of this agreement.

3.2 "Phase-Out" Services: The Contractor shall recognize that the services provided by this Contract are vital to the City's overall effort; that the continuity of these services must be maintained at a consistently high level without interruption. Upon the expiration of this Contract, a successor may continue these services. If the successor requires phase-in training, the Contractor shall give its best efforts and cooperation in order to effect an orderly and efficient transition to a successor.

3.3 To this end, the Contractor shall provide phase-out services for up to 60 days prior to Contract expiration, at no extra charge to the City. The Contractor shall be solely responsible for providing the services called for by this Contract during any phase-in/phase-out period.

## 4.0 KEY PERSONNEL AND ON-SITE STAFFING REQUIREMENTS

4.1 The Contractor shall furnish adequate certification papers and documentation of the personnel qualifications for the On-Site Staff and shall obtain from each respective department designee, upon award of Contract, written approval prior to assigning these personnel to the facilities. The Contractor may change personnel only with equally classified and qualified personnel, by written approval of each respective department designee. It shall be the responsibility of the Contractor to maintain fully licensed and qualified personnel on all shifts, in accordance with all applicable codes, ordinances, policies and practices governing and/or appurtenant to Janitorial industry standards.

### 4.2 SUPERVISION REQUIREMENTS

4.2.1 The Contractor shall make available, as part of its service a supervisor with the ability to communicate the English Language. English shall be defined, per Webster's II New Riverside University Dictionary, as the West Germanic Language of England, the United States, and other countries that are or have been under English control or influence. Supervisors shall be capable of verbally communicating fluently in whatever language(s) the working staff speaks so that a complete level of understanding of work to be performed is achieved. Failure to provide such supervisors at all times shall be grounds for the City to terminate the Contract. The decision by the Director of each respective City department concerning any disputes, which may arrive resulting from any lack of communication, shall be binding and considered final.

4.2.2 The Contractor shall hold a safety meeting with its employees on a monthly basis. At this safety

meeting, the Contractor shall discuss the correct and safe use of cleaning supplies and materials and the correct and safe methods for operation of machinery and equipment. After this meeting, the Contractor shall provide a written report to the City. The Contractor shall be responsible for maintaining a notebook at each site with material Safety Data Sheets for all cleaning chemicals used. In addition, the Contractor will provide the City with a master Material Safety Data Sheet notebook to be on file at City Hall Annex 2nd floor with the contract file. All Material Safety Data Sheets are to be in place prior to initiation of the contact. The chemical supplier shall train employees during the first month of the contract and quarterly thereafter. The Contractor must be in full compliance with OSHA – Blood Borne Pathogen Rule.

*Please see. Department of labor, Occupational Safety and Health Administration, 29 CFR Part 1910.0131 Occupational Exposure to Blood Borne Pathogens; Final Rule.

**4.3 INOCULATION OF CONTRACTORS EMPLOYEES**

The Contractor will be held responsible for inoculating employees working in any of the City's Health Clinics.

**5.0 DAY PORTER LABOR SUPPORT**

5.1 The Contractor is required to provide a janitor(s) for each site listed in Exhibit B. The janitor(s) shall be required to provide janitorial support activities during that facility's normal hours of operation with a minimum of one hour given off each day for lunch. These activities shall include, but are not limited to, the ongoing clean up of miscellaneous spills and debris and the ongoing cleaning and stocking of restrooms as necessary. All exterior trash receptacles shall be checked twice daily, and emptied as needed. All entrances, parking lots and adjacent grounds shall also be checked twice daily and all trash removed.

5.2 The daytime janitor(s) shall also complete tasks as assigned by the Facility Manager or its designee. These tasks may include any part or the entire task outlined in this contract or other task as assigned. The daytime janitor's requirements are above and beyond the requirements to be completed during the general cleaning performed after the normal hours of operations.

5.3 The daytime janitor also may be used to perform setups, takedowns, and cleanup activities for special functions and events. This shall require each worker to be able to move tables, chairs and other property. Janitors shall be able to lift up to 80 pounds. The daytime janitor(s) must be able to speak the English language.

**6.0 ADDITIONAL PERSONNEL**

6.1 The Contractor may provide additional personnel for the work under this Contract, as it deems necessary and/or propose alternatives to initial staffing levels for consideration by the City. The merits of any and all alternatives proposed by the Contractor shall be judged on the basis of how the alternative shall impact the operations at each respective department facilities. Any additional personnel shall be at the expense of the contractor unless requested by the City to perform additional tasks not covered in this contract.

**7.0 SUPPLEMENTAL LABOR FOR EMERGENCIES & EXTENDED HOURS OF OPERATION**

7.1 The City of Houston my request the contractor to provide Supplemental Labor Support for setup and cleanup assistance supporting Various Departments Programs or events. Contractor may be required to provide 24 hour coverage. During emergencies including but not limited to floods, hurricanes, terrorist attacks, etc. During and Emergency the City will furnish supplies, or request the contractor to supply product to which the contractor is entitled for reimbursement.

7.2 The Facilities Manager shall be the person responsible for authorizing payment to the Contractor for all daytime cleaning and supplemental cleaning hours worked at their respective facilities. Supplemental labor unforeseen emergencies may also be required.

7.3 All supplemental labor requests shall be for a minimum of two (2) hours.

7.4 Supplemental labor costs will be based on a per hour rate inclusive of all supervision, labor, supplies, material and equipment.

7.5 All invoices shall include the exact description of the work performed, number of labor hours and number of workers utilized to perform service.

7.6 Supplemental labor may be requested for special clean-up needs facilitated by furniture moves and/or alterations and building repairs, etc. Services may include, but not be limited to overall carpet cleaning (not spot-cleaning), upholstery cleaning and scotch guard carpet.

7.7 Upon receiving a request for additional Labor support, the Facilities Manager shall submit a written request for additional labor hours to the Janitorial Contractor at least 24 hours in advance of the work.

7.8 Please note that the use of supplemental labor for extended hours of operation is to be used at the City of Houston's option to cover events, which may extend to weekends and after 6:00 p.m. on weeknights. These events may include MSC auditorium, activity room rentals and evening Health Clinics. The number of hours used to cover these events is variable and in no way should be looked upon as a guarantee.

7.9 In cases of emergencies, i.e., roof leaks, busted water pipes, etc., the City may request additional services outside of Contractor's normal working hours. Services performed shall be those indicated in this scope of work, including but not limited to cleaning and janitorial services and emergency floor care. The Contractor response time to an emergency request shall be within two (2) hours. All emergency labor requests shall be for a minimum of one (1) hour. The cost for this type of emergency shall be based on a per hour basis, inclusive of all supervision, labor, supplies, material and equipment. All invoices shall indicate exact description of the work performed, number of labor hours and number of workers utilized to perform services.

7.10 Payment of emergency or supplemental labor shall be computed as follows: The Contractor shall be paid a minimum of one (1) hour for emergency services or two (2) hours for supplemental services for actual work performed during those times regardless of the amount of time required to complete the service, per the hourly labor charge in the Fee Schedule (Exhibit "H").

**Example:** if emergency service is completed within twenty-five (25) minutes, the Contractor shall invoice the City for one (1) hour and will be paid accordingly.

Should the time required to complete the work exceed one hour, the Contractor shall be paid in fifteen (15) minute increments after the first hour.

**Example:** if the emergency service is competed in one (1) hour and five (5) minutes, the Contractor shall invoice the City for one (1) hour and fifteen (15) minutes and will be paid accordingly.

## 8.0 CONTRACTOR SECURITY CLEARANCE

8.1 The Superintendent in charge of the facility shall have the authority to instruct the Contractor to remove undesirable personnel for just cause.

8.2 The decision by the Director and/or designee shall be final in all cases involving removal of Contract personnel from performing the work herein specified.

8.3 All personnel shall be subject to a security background check as a condition of assignment to a facility for work under this Contract. The results of background checks on Contractor employees shall be submitted to each respective department's designated representative for approval prior to each individual's assignment to this facility.

8.4 Any and all costs associated with the background check shall be the responsibility of the Contractor.

8.5 It is understood and agreed to by the Contractor and the departments that if the Director/Designee refuses to approve any personnel assignments, or requests removal of any of the Contractor's personnel, the Director/Designee shall do so in writing, stating the reason(s) or cause(s) for not approving the employee's assignment and/or requesting removal of any personnel from the work.

8.6 Due to the very nature of work housed in these facilities, the Contractor and its employees shall be required to comply with any and all building security measures deemed necessary by the Director of each respective department, to ensure that the integrity of confidential and highly sensitive work is maintained and secured.

8.7 Each respective department shall provide the Contractor with the necessary information and instructions regarding any facility security restrictions.

8.8 The Contractor is responsible for training its employees, both on-site staff and its off-site support personnel, in security matters pertaining to these facilities.

8.9 Repeated failure or refusal by the Contractor and/or its employees to comply with facility security measures enacted by the City of Houston may be cause for termination of this Contract.

## 9.0 LICENSES AND PERMITS

9.1 The Contractor shall obtain and pay for all licenses, permits and certificates required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction over the conduct of its operations hereunder.

## 10.0 CODES, ORDINANCES AND REGULATIONS

10.1 All work performed under this Contract shall be subject to applicable local, state and federal codes, laws, ordinances and regulations, and the Contractor shall be responsible for ascertaining whether or not the work defined by these specifications is in compliance with the aforementioned.

## 11.0 CONTROL OF PREMISES

11.1 Access to the areas within the City facilities by Contract employees shall be limited to those persons whose names are on file with Director/Designee of each respective department as being assigned to that site, or as the Contractor's off-site support personnel who may be called upon to assist on-site staff in accomplishing work.

11.2 The Contractor, and its employees, shall adhere at all times to security and identification measures established and implemented by the City and each respective department at these facilities.

11.3 The Contractor shall keep a record of any and all keys distributed to its employees, and provide the Facility Manager with the same records.

11.4 Routine cleaning and janitorial maintenance services shall be performed and the Contractor shall have access into the buildings, throughout the twenty-four (24) hours in each day and on each of the seven (7) days of the week, including holidays.

11.4.1 Although the Contractor shall have access to the building twenty-four (24) hours per day, routine cleaning and janitorial services shall be scheduled during normal office hours in the facility's Administrative Sections of certain facilities.

11.4.2 The Contractor shall confer with the Facility Manager to coordinate work schedules of cleaning and janitorial crews around times of anticipated high activity and occupancy level in various areas throughout the facility.

11.5 When necessary, cleaning and janitorial personnel shall work behind locked doors in areas requiring extra security measures, as designated by the Facility Manager and/or Director. All doors in these areas shall be closed and locked when cleaning is complete. All lights, when appropriate, shall be turned off in unoccupied areas immediately after completing cleaning and janitorial work.

## 12.0 CONTRACTOR'S ON-SITE OFFICE/STORAGE

12.1 The City shall provide Contractor with on-site office space, workroom and storage, at a location where such space is available:

12.2 Use of this space by the Contractor, for its use as an office and work area shall be for the term of the Contract period.

12.3 Use of any other space or areas on-site by the Contractor shall be at the discretion of the Facility Superintendent.

12.4 The City shall not be responsible or liable for any lost, stolen or damaged equipment or supplies belonging to the Contractor which are stored on-site for the term of the Contract.

12.5 The Contractor agrees, at the end of the Contract period or upon Contract termination, to return to the City all shop space, storage areas and work space in a condition equal to or better than it was when first provided to the Contractor for its use.

## 13.0 UTILITIES

13.1 The City shall provide the Contractor with utilities as required to perform the work specified herein, at existing outlets and connections at no cost to the Contractor.

13.2 The Contractor shall be permitted use of the facilities sanitary and storm sewer systems, at no cost to the contractor in the performance of the work.

13.3 Solid waste pickup services shall be provided at no cost to the Contractor for materials related to service performed at the facility. Larger items, such as old parts or crates and broken equipment the Contractor must dispose of off site at its expense.

13.4 Electrical power at existing receptacles and natural gas at existing distribution valves shall be provided at no cost to the Contractor.

13.5 The Contractor shall arrange for, and be responsible for; all other services and costs unless otherwise agreed to by the Director and/or designee of each department.

## 14.0 UNIFORMS

14.1 All Contractor employees, as well as any employees of the Contractor's subcontractors, shall wear a distinctive uniform and identification card bearing a recent color photograph of the employee. The Contractor shall provide such uniforms and identification cards.

14.2 All uniforms shall be the same and contain the name of the Contractor and the employee.

14.3 Uniforms worn by the Contractor's employees must be different, in both design and color, from those worn by City employees. Uniforms shall be subject to approval by the City of Houston prior to the start of the contract.

## 15.0 REPAIR OF DAMAGE TO CITY PROPERTY

15.1 The Contractor is responsible for and bears the cost of all damage to City property caused by the Contractor, its employees, or by other personnel associated with the Contractor, including but not limited to the Contractor's agents and subcontractors. Such responsibility includes, but is not limited to damage due to the carelessness or neglect of the Contractor or its agent, employees, or subcontractors.

15.2 The Contractor shall report to the Facility Manager, without delay, any and all damage to the City's equipment, furnishings or property caused by the Contractor's employees.

15.2.1 The Contractor shall be liable for any and all necessary repairs or replacements to property damaged by its employees.

15.2.2 The Contractor shall not place chairs, wastebaskets, coat trees, or similar items on tables, desks, work surfaces, cabinets or other furnishings belonging to the City.

15.3 The Director or designee is the final authority when resolving any issues regarding the responsibility for repairs under this Contract. This is inclusive of the determination of what is "normal wear and tear," negligence by others, vandalism, Force Majeure, or Contractor's negligence.

## 16.0 MATERIAL SAFETY DATA SHEETS (MSDS)

16.1 The Contractor shall furnish to each Facility Manager all MSDS, (OSHA Form 174), for each product stored at and/or used in each facility. A MSDS must accompany each product shipment to the facilities.

16.2 The contractor shall keep a MSDS notebook at each site in the location provided by the City of Houston.

16.3 It is the contractors responsibility to keep all MSDS at each facility up to date along with those provided to each Facility Manager.

16.4 A MSDS must accompany each product shipment to the facilities.

16.5 In Addition, the Contractor shall provide each respective District with a master Material Safety Data Sheet notebook to be on file at the Safety Office. All Material Safety Data Sheets are to be in place prior to initiation of contact.

16.6 The Contractor shall utilize the Haz-Com system.

## 17.0 CONFIDENTIALITY

17.1 The Contractor shall keep all materials to be prepared hereunder and all City data it receives in the strictest confidence. The Contractor shall not divulge such information except as approved in writing by the Director or designee as otherwise required by law.

## 18.0 CONTRACTOR'S EMPLOYEES

18.1 The Contractor must provide an Employment Eligibility Verification (Form I-9) for all personnel assigned to these facilities. This form will be provided prior to contract award.

18.2 All personnel performing work under this contract are employees of the Contractor and the Contractor shall pay all salaries, social security taxes, other federal and state taxes, unemployment insurance, worker's compensation/industrial accident insurance and all other costs associated with such personnel, including taxes relating to such employees. The Contractor shall adhere to all legal mandates, federal, state or otherwise, regarding the payment of the minimum wage.

## 19.0 QUALITY CONTROL

19.1 The Contractor shall provide a standardized form for the log sheets of complaints. The Facility Manager and the Contractor's Project Manager shall review all log sheets weekly.

19.2 Daily inspections (visual and written) shall be performed by the Cleaning and Janitorial Supervisor and recorded on a master inspection control log. The inspection form shall relate to the total housekeeping responsibility for appearance and maintenance of the facility. The inspection form and inspection log must be made available for the Department's review.

19.3 The Cleaning Supervisor shall meet daily with the Facility Manager to review the previous day's activities, and to communicate special requests or problems.

19.4 The Contractor's Project Manager shall review the inspection log and follow-up with the Cleaning Supervisor weekly. In addition, the Project Manager shall perform a complete monthly inspection of the entire facility and implement needed corrective action. This inspection shall be reviewed with a representative of the Department. The Project Manager shall be available for mutual inspection of the facility with a Department's representative.

19.5 The Contractor's Project Manager shall meet with the Facility Manager once each month for a complete formal tour of the building to inspect the quality and consistency of work, adherence to cleaning specifications, standards, and to review needs of each facility.

19.6 The Contractor shall submit a written monthly report to the Facility Manager. This monthly report shall include copies of the daily inspection forms and summarize problems and correction action.

19.7 The contractor shall post in each restroom facility, a cleaning schedule of when the area has been serviced. Schedules shall be collected weekly and filed on site and readably available for inspection.

## 20.0 SCHEDULE OF SERVICES

20.1 The Contractor shall perform Cleaning and Janitorial Maintenance Services as described in the following cleaning specifications. The City shall establish the Contractor's cleaning hours, however it is anticipated that no cleaning on a nightly basis shall begin before 6:00 p.m., or in accordance to the times indicated in Exhibit B-1. The City and the Contractor shall mutually agree upon cleaning schedules for holidays if applicable.

20.2 Each facility requires various services of cleaning that include either a Day Porter Service, Evening Crew Service, Night Crew, Roving Crew Service, or Floor Care Only. The Following are a list of codes that identify the service(s) required at the facility. These codes are reflected on the Janitorial Services Table on Exhibit B-1

20.2.1 Day Porter Service– DP

20.2.2 Evening Crew Service - EC

20.2.3 Night Crew Service – NC

20.2.4 Roving Crew Service - RC

20.2.5 Floor Care Only – FCO

## 21.0 SUPPLIES, MATERIALS AND EQUIPMENT

21.1 The Contractor shall furnish all cleaning and janitorial maintenance supplies necessary to perform the services specified under this Contract. Supplies shall be in accordance to Green Friendly Products and/or approval equal. Supplies shall include items such as paper towels, sanitary napkins, tampons, toilet tissue, antibacterial hand soap containing lanolin, deodorizers, disinfectant, plastic trash can liners, and interior and exterior floor mats.

## 22.0 EXCULISONS

22.1 The City of Houston (Health and Human Services Department) shall provide Paper Products to all Health Facilities; with the exception of the Health and Human Service Administration Building to which the contractor shall be responsible for providing such products.

22.2 The Facility Manager reserves the right to reject any and all supplies, materials, and equipment.

22.3 Consumable such as hand soap, paper towels, and toilet tissue shall comply with manufacturer's specifications for products used in conjunction with all fixtures designed for dispensing these types of products and materials.

22.2.1 The Facility Manager reserves the right to reject any and all supplies.

22.2.2 The Contractor shall be entitled to the proceeds from the sanitary napkin dispensers. The cost to the consumer for these products shall be in keeping with industry standards. Toilet paper shall be 2 ply, facial quality, bleached with a minimum brightness of 70, 17-20 lbs minimum basis weight, sheet size 4.50 x 4.50. Paper towels shall be bleached with a minimum brightness of 65, 25-28 lbs minimum basis weight.

22.3 Materials: The items furnished shall be new, unused of the least product in production to commercial trade, and shall be of the highest quality as to materials used and workmanship. Contractor shall be responsible for providing the same type of dispensers at those locations where dispenser replacement, due to phase out of old contractor is needed.

22.4 Samples: If required in writing by the City, contractor shall be required to submit samples of the items proposed within ten (10) days of such written request. The samples will be used to determine if the proposed items meet specifications stated herein. Failure to comply with this requirement shall be just cause for rejection of your products from further consideration.

22.5 Dust Mats: The Contractor shall supply chemically treated dust mats (entrance mats).

22.5.1 All chemically treated dust mats (entrance mats) shall consist of nylon tufting with a natural rubber back. They shall be available in red, brown, black or navy. All mats are to be exchanged on the floor where they are used. Mats shall be exchanged for cleaning weekly. Mats shall be treated with both a dust control compound and a Fire Retardant (OSHA APPROVED).

22.5.2 Exterior mats shall be approximately 36" X 48", closed loop, highly resilient fiber to spring back into shape. Machine washable, self-drying.

22.6 Equipment: All equipment, i.e., ladders, safety equipment, powered suspended baskets and scaffolds, shall be in good working condition and shall be subject to inspection on request of the appropriate Department.

**SECTION B**
**PART 1B**
**JANITORIAL CLEANING**
**SPECIFICATIONS FOR FACILITIES MANAGED**
**BY THE GENERAL SERVICES DEPARTMENT**

**1.0 CONTRACTOR'S DUTIES**

1.1 The Contractor shall perform all Cleaning and Janitorial Services for the facilities as stated herein. Such services shall include, but not be limited to, furnishing all supervision, labor, materials, supplies and equipment necessary for cleaning and janitorial maintenance. All work shall be performed in a first-class, professional manner, satisfactory to the on-site Facility Manager, contractually representing each respective department. Cleaning and Janitorial Maintenance Services provided under this Contract shall include all buildings and the exterior sites.

1.2 The Contractor shall comprehend that whenever the word "clean" is used in this specification, it is understood to mean scrub, wash, dust, damp clean, scrape, vacuum clean or polish, as necessary, to bring the area or item cleaned to a condition free of dust, dirt or stains satisfactory to each department's Contract Administrator. Subject cleaning to be accomplished by hand and/or power tools using cloth, steel wool, scrub brushes with abrasive powders, soaps, detergents, paste cleaners, solvent, bleaches ammonia liquid and paste polishes, etc.

1.3 The Contractor shall comprehend that whenever the word "strip" is used in these specifications, it shall mean the process prescribed by the manufacturer of the floor finish being used for removing the last application of floor finish and to prepare the floor tile to receive new floor finish. Normally, floor stripping requires the use of one or more of the following:

1.4 Power floor scrubbing machines, scouring pads, brushes, rags, mops, with an approved material, in combination with the proper amount of water to satisfactorily remove all old floor finish, dust, dirt, grease, stains and the wax applied by the manufacturer of new floor tile.

1.5 Cleaning and Janitorial Maintenance Services provided under this Contract shall include but not limited to all the office areas, restrooms, shower areas, gym, courtrooms, laboratories, occupied office space, lobbies, corridors, hallways, storage areas, conference rooms, interview areas, lunch rooms, auditoriums, kitchens, kitchenettes training rooms, elevators, escalators, booking areas and hallways as applicable, detention areas, the court holding areas, all associated booking areas, individual cells, public contact areas, conference rooms, computer rooms, reception areas, W.I.C areas, daycare areas, Senior Citizen Areas, classrooms, and all of the functions associated with these tasks within each specific building as applicable.

1.6 Areas to be excluded from service are electrical and telephone closets pipe space, air plenums, mechanical equipment rooms and storage rooms.

1.7 Cleaning and Janitorial Services for the exterior sites shall include parking lots, driveways, sidewalks, curbs, drains and ground-level gutters.

1.8 The Contractor shall only employ personnel that are thoroughly trained in all phases of cleaning and janitorial techniques and safety

1.9 The Contractor shall employ a thoroughly trained manager to oversee the Cleaning and Janitorial Services performed under this Contract. The manager or its/her designee shall be on-call twenty-four (24) hours per day, seven (7) days per week.

1.10 The Contractor shall maintain a telephone where the City and/or the Facility Manager may contact the Contractor Manager or their designee twenty-four (24) hours a day in the event of an emergency.

1.11 The Contractor shall provide male personnel to perform work in exclusive male areas and female personnel to perform work in exclusive female areas: the Wellness Center locker rooms; male and female detention centers.

1.12 The Contractor shall arrange for each work crew to include a crew leader or supervisor, trained and experienced in supervising cleaning and janitorial work. A crew leader or supervisor must accompany each crew at all times while on-site.

## 2.0 PERFORMANCE DEFINITION AND STANDARD

### 2.1 SUPPLIES AND EQUIPMENT

2.1.1 The Contractor shall furnish all cleaning and janitorial maintenance supplies necessary to perform cleaning services. Supplies shall include items such as paper towels, toilet tissue, antibacterial hand soap, floor care products and plastic trash liners etc.

2.1.2 All of the services below are typical to services that will be required. The list may not be all inclusive to all properties. Any omissions do not relieve the parties providing the services of performing those services required by GSD that are not a part of this list.

## 3.0 GREEN CLEANING FACILITIES

3.1 The COH has some buildings that are LEED Certified and that will require Green Cleaning Methods and Green Cleaning Products. The COH requires at the very minimum the same level of Green Cleaning Services that are now being provided. The COH will share the Green Cleaning manuals submitted by the current contractor to assist the contractor with the services expected.

3.2 The COH may change/add any building listed in Exhibit B or any new building to a Green Cleaned building. The contractor upon request will provide the COH with the cost to provide Green Cleaning at the requested building.

## 4.0 DAILY GENERAL CLEANING

4.1 Sweep damp mop floors

4.2 Vacuum carpets

4.3 Floors shall be cleaned and free of trash and foreign matter.

4.4 Carpets shall be free of dust balls, dirt and other debris.

4.5 All trash receptacles shall be emptied and trash removed from site

4.6 All hard surfaces including doors, walls, floors and ceramic tiles hall be wiped or mopped clean where liquid or foreign materials have been spilled on the surface.

4.7 All glass doors, glass panels, bright metal finishes and handrails shall be cleaned

4.8 Drinking fountains surfaces shall be clean and bright, free of dust, stains and streaks. Fountains shall be kept free of trash, coffee grounds, etc., and nozzles free from encrustation

4.9 All appliances (excluding refrigerators) shall be cleaned daily in break area where applicable

## 5.0 DAILY RESTROOM CLEANING

5.1 All restroom fixtures, including sinks, toilets bowls and urinals, shall be cleaned and disinfected

5.2 Sanitary napkin and tampon receptacles shall be emptied, cleaned

5.3 Soap, towel and tissue dispensers shall be cleaned and refilled each day

5.4 All mirrors shall be cleaned and polished clear, free of smudges, streaks or water marks

5.5 All restroom walls and partitions shall be kept from oil spots, smudges, streaks or foreign matter

5.6 All ceramic tile surfaces in showers or other areas of restroom facilities shall be cleaned and polished, kept free of soap film, scale rust, stains, streaks and mold

5.7 Restrooms shall be cleaned by mopping and rinsing with an approved disinfectant mopping solution. Carpeted areas shall be vacuumed and spot cleaned.

## 6.0 GENERAL CLEANING WEEKLY

6.1 All vertical and horizontal surfaces of desks, enclosures, files, woodwork and other furniture shall be damp dusted with clean and treated cloth

6.2 All restroom partitions shall be washed with an approved disinfectant solution

6.3 All telephone receivers shall be cleaned with disinfectant treated cloth or towel

## 6.0 GENERAL CLEANING MONTHLY

7.1 All ceiling recessed and mounted light fixtures lens and return air slots shall be cleaned monthly or as needed.

7.2 All mini blinds or other window coverings shall be vacuumed and/or wiped cleaned monthly or as needed

7.3 All baseboards shall be cleaned monthly or as needed

7.4 All air supply and return grills shall be thoroughly cleaned monthly or as needed

## 8.0 STAIRWAYS AND LANDING

8.1 Landing and treated surfaces shall be free of dirt, dust and other foreign substances and shall present an overall appearance of cleanliness. Railings ledges grills, fire apparatus and doors shall be free of dust and foreign substances

8.2 Glass surfaces shall be cleaned and free of obvious dust or smudges

## 9.0 ELEVATOR CLEANING

9.1 Floor coverings shall be vacuumed and/or dusted damp mopped daily

9.2 Exterior and interior sides of doors and trim shall be dusted daily

9.3 Cabs shall be damp wiped daily and washed as needed

9.4 Control and dispatch panels shall be cleaned and dusted

9.5 Elevator thresholds shall be cleaned daily

## 10.0 FLOOR CLEANING

10.1 Hard surfaced floor coverings in public areas such as tile shall be dusted and spot mopped daily, spray buffed. In larger buildings, auto scrubbing and high speed burnishing shall be performed daily to keep floor to high gloss.

10.2 Concrete floors and floors in custodial closets shall be dust mopped daily and damp mopped monthly.

10.3 Tile floors in juvenile/adult detention areas shall be dust and damp mopped daily and scrubbed weekly and scrubbed and sealed semi-annually or when funding is available.

10.4 Floors shall be stripped/scrubbed on a quarterly basis or when funding available

## 11.0 CARPET CARE

11.1 All carpet areas shall be thoroughly vacuumed daily.

11.2 Carpeted surfaces shall be free of obvious dirt, dust and other debris. Floor surfaces shall be clean and free of debris or foreign matter. No dirt shall be left in corners or near baseboards, behind doors or under furniture. All spillage, dirt accumulation or crust material shall be removed along with spots and stains. There shall not be evidence of fuzzing caused by harsh rubbing or brushing. When spot cleaned, areas shall blend with the adjacent areas of the carpet. Spots, smudges or foreign markings shall have been removed without causing unsightly discoloration on the carpet surfaces.

11.3 Shampooing needs shall be dictated largely by the population or traffic patterns, particularly in public areas such as corridors and elevator lobbies.

11.4 All carpets in high traffic areas shall be cleaned with carpet extractor on a semi-annually basis or when funding is available.

## 12.0 WINDOW WASHING (AS REQUESTED BY DEPARTMENT)

12.1 It shall be re responsibility of the contractor to clean the windows designated at each facility in accordance to the cleaning frequency outlined in (Exhibit "B- 1")

12.2 The work to be performed shall include cleaning all interior and exterior designated windows, squeegee glass surfaces as necessary, wiping adjacent frames and window sills free of excess water, and mopping any excess water which may spill or collect on interior floors and carpeting.

12.3 The Contractor shall, without delay, report to the Facility Manager any damage to window frames, any deterioration of caulking and gaskets, or any other condition that requires repairs or replacement.

12.4 Care will be exercised to prevent streaking or staining window frames, ledges, walls, and painted panels, either by drying the surfaces or thoroughly rinsing them with clean water.

12.5 Any paint drops or smears shall be removed from surfaces being washed. Steel wool shall not be used, but razor blades or broad knives are permissible.

12.6 Surface of glass shall be washed to remove all traces of film, smudge, dirt and other foreign matter.

12.7 In the event it is found to be physically impossible to remove stains from any particular glass pane, the matter shall be called to the attention of the Director or designee so arrangements can be made for the replacement of the glass, if deemed necessary.

12.8 The Contractor shall promptly remove all equipment and a supply from premises as each job is completed. The City will not be responsible for storing Contractor's supplies and equipment. Each job must be inspected and approved by the Director or his designee. Approval shall be in the form of a signed receipt, one copy to be left with Department and one copy to accompany Contractor's monthly invoice.

12.9 Equipment: All equipment, i.e., ladders, safety equipment, powered suspended baskets and scaffolds, shall be in good working condition and shall be subject to inspection on request of the Department.

## 13.0 POWER WASHING ( AS REQUESTED BY DEPARTMENT)

13.1 The Contractor shall provide Power Washing Service on a as requested by the Department. The Contractor shall comply with the Houston Ordinances and the E.P.A. Guidelines.

13.2 Upon completion of the service, a copy of the manifest shall be provided to the Facility Managers; contractually representing each respective department.

13.3 The contractor shall purchase all permits required for such services.

13.4 Pricing shall be based on square footage of the area being serviced (Exhibit B-1).

13.5 Equipment: All equipment, i.e., ladders, safety equipment, powered suspended baskets and scaffolds, shall be in good working condition and shall be subject to inspection on request of the appropriate Department.

## 14.0 WASTE DISPOSAL

14.1 The City of Houston shall be responsible for providing a Dumpster at each facility for waste disposal. The Contractor shall be responsible for bagging all trash generated in the building during the course of normal operations. The Contractor shall dispose of all bagged trash, excluding medical waste, at trash collection areas.

## 15.0 FIRE LOGISTICS COMPLEX, 1205 Dart, Houston, Texas

15.1 The Logistics Complex is a 12-hour a day facility which includes seven (7) buildings on approximately 3 acres. The City, at this location, maintains the parking lots, driveways and other areas designated for vehicular traffic. Approximate staffing will be about 300 fire department personnel.

15.2 The evening shift duties shall include but not limited to all janitorial services and maintaining all common area floors throughout the facility. It will be the Contractors responsibility to insure that the number of its employees staffed during the evening shift is a sufficient number to complete the tasks and to insure that the floors remain in first class condition.

15.3 Building Information is as follows

| | |
|---|---|
| **Administration Building** | 21,386 |
| | 2 story office building |
| | Elevators - 1 |
| | Restrooms – 4 |
| | Floor covering - Various |
| | |
| **Ambulance & Light Duty Vehicles** | 1,574 Square Ft. |
| | 1 story building |
| | Restrooms – 1 |
| | Floor covering - Various |
| | |
| **Offices & Fabrication** | 2,833 Square Ft. |
| | 1 story building |
| | Restrooms – 2 |
| | |
| | |
| **Body Shop** | 833 Square Ft. |
| | 1 story building |
| | Restrooms – 1 |
| | Floor covering – Various; 80% concrete |
| | |
| **Building Maintenance & Radio Shop** | 5,424 Square Ft. |
| | 1 story building |
| | Restrooms – 2 |
| | Floor covering – Various; |
| | |
| **Fuel Station** | 437 Square Ft. |
| | 1 story building |
| | Restrooms – 1 |
| | Floor covering – Various; |
| | |
| **Guard Shack** | 120 Square Ft. |
| | 1 story building |
| | Floor covering – Various; |
| | |
| **Systems Development E Building** | 2,055 Square Ft. |
| | 1 story building |
| | Floor covering – Various; |

15.4 The contractor shall provide adequate Levels of coverage to provide service for the Evening (4:00 p.m. - 12:00 a.m.). These shifts are required 5 days per week.

## 16.0 DHHS ADMINISTRATION BUILDING, 8000 N. Stadium, Houston, Texas

16.1 The DHHS Administration Building consists of Public and City personnel and Day shift duties include maintaining all common area floors throughout the building. Mainly high traffic area i.e. Main lobby, Corridors, rest rooms, elevators, Driveway in-front the building and around building property, Smoking area outside the building, and building stairwells. Confidential offices Director Office, Deputy Director Office, Personnel office, and Computer office area are to be done during the Day Shift.

16.2 **Building Information**

| | |
|---|---|
| **Main Building** | 128,507 square feet |
| | Eight (8)- story High rise office building |
| | Elevators - 4 |
| | Restrooms – 18 |
| | Floor covering various |
| | Estimated Capacity 600 employees |
| | |
| **Hours of Operation** | Day Shift - . 8:00 a.m. to 5:00 p.m |
| | Evening Shift - 4:00 p.m.-midnight |
| | Grave Yard |

## 17.0 MUNICIPAL COURTS BUILDING, 1400 Lubbock, Houston, Texas

17.1 The Municipal Courts Building is a 24-hour facility located at 1400 Lubbock, Houston, Texas 77002. The complex is a Maine 3 story building with a usable basement; includes parking around the north and east perimeter of the building as well as a paid parking lot across the street from the main entrance on the south side of the building. On a daily basis, the Municipal Courts serve approximately 8,000 citizens.

17.2 The Municipal Courts Building consists of the following areas of operation:

| | |
|---|---|
| Municipal Courts Judicial<br>Municipal Courts Administration<br>Legal<br>Community Service<br>Finance & Administration<br>Marshal's Division | 128,507 square feet |
| | Eight (8)- story High rise office building |
| | Elevators - 4 |
| | Restrooms – 18 |
| | Floor covering various |

17.3 Level of Coverage - The contractor shall provide adequate levels of coverage to perform duties outline for this facility. Hours of operation are as follows.

| | |
|---|---|
| **Day Shift** | 7:00 p.m. to 3:00 p.m. |
| **Evening Shift** | 3:00 p.m. to 11:00 p.m. |
| *** Graveyard** | 11:00 p.m. to 7:00 a.m. |
| NOTE: Janitorial/Cleaning personnel are to be on-site three hundred and sixty-five (365) days per year, Including HOLIDAYS. | |

* **Grave yard** shift duties shall include but not limited to maintaining all common area floors throughout the facility, mainly high traffic areas and courtrooms i.e. Hallways, Lobbies, Main Lobby, Stairwells, Elevator Lobbies, Break Areas and Entrances. Other duties that may be performed during the graveyard shift may include emptying all exterior/interior trash receptacles. It shall be the contractor's responsibility to insure that the number of its employees staffed during the night shift is a sufficient number to complete the tasks and to insure that the floors remain in first class condition

## 18.0 JESSE H. JONES LIBRARY, 500 McKinney Street Houston, TX 77002

18.1 Building Information

| | |
|---|---|
| **Main Building** | 228,169 square feet |
| | Seven(7)- story High rise office building |
| | Elevators - 4 |
| | Restrooms – 29 |
| | Floor covering various |
| | |
| **Hours of Operation Staffing Schedules** | **Monday thru Friday**<br>**Day – 4 Day Porter -10am – 7pm**<br>**Evening – 2 Day Porters – 7pm – 10pm (????)**<br>**Night – Full Crew Service – 10pm – 6am** |
| | **Friday**<br>Day - 2 Day Porters 10am-7pm |
| | **Saturday**<br>Day - 2 Day Porters 10am-7pm<br>Day - 2 Day Porters 10am-5pm |
| | **Sunday**<br>Night – Full Crew Service – 10pm – 6am |

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## SECTION II. SCOPE OF WORK
## SECTION B
## PART 2
## SPECIFICATIONS FOR FACILITIES MAINTAINED BY THE PUBLIC WORKS AND ENGINEERING DEPARTMENT

### 1.0 GENERAL

1.1 The Contractor(s) agrees to provide Cleaning & Janitorial for Public Works and Engineering Department as detailed in Section B Part 1B; and Window Washing Services as detailed below. The Contractor shall furnish all management, supervisory, clerical, and administrative functions and furnish all labor, tools, equipment, materials, and supplies, except as provided herein as City-furnished, needed to perform the cleaning & janitorial services according to the provisions of the Agreement and referenced specifications, standards, manuals, and drawings.

### 2.0 SCOPE OF WORK (Window Washing)

2.1 The work to be performed shall include cleaning all designated windows, squeegee glass surfaces as necessary, wiping adjacent frames and window sills free of excess water, and mopping any excess water which may spill or collect on interior floors and carpeting.

2.1.1 Care will be exercised to prevent streaking or staining window frames, ledges, walls, and painted panels, either by drying the surfaces or thoroughly rinsing them with clean water.

2.1.2 Any paint drops or smears shall be removed from surfaces being washed. Steel wool shall not be used, but razor blades or broad knives are permissible.

2.1.3 Surface of glass shall be washed to remove all traces of film, smudge, dirt and other foreign matter.

2.1.4 In the event it is found to be physically impossible to remove stains from any particular glass pane, the matter shall be called to the attention of the appropriate Department Director so arrangements can be made for the replacement of the glass, if deemed necessary.

2.1.5 The Contractor shall promptly remove all equipment and a supply from premises as each job is completed. The City will not be responsible for storing Contractor's supplies and equipment. Each job must be inspected and approved by the Director or his designee. Approval shall be in the form of a signed receipt, one copy to be left with Department and one copy to accompany Contractor's monthly invoice.

2.1.6 Supplies: Cleaning supplies used shall be neutral and free-flowing, and shall not be harmful to surfaces with which they come in contact. All supplies shall be free of petroleum distillates that tend to attract dust particles or leave a residue or film.

2.1.7 Equipment: All equipment, i.e., ladders, safety equipment, powered suspended baskets and scaffolds, shall be in good working condition and shall be subject to inspection on request of the appropriate Department.

## 3.0 HOUSTON TRANSTAR, 6922 KATY ROAD

3.1 Houston TranStar is a three-story facility which includes the traffic management control room. Primary work days for office staff are Monday through Friday. The control room is 24/7. Public areas are occupied seven days a week.

3.2 The total area to be cleaned is 30,000 square feet. The control room is 2,880 square feet. It is manned 24 hours a day. The staff must conduct cleaning while the dispatchers are working. It is preferred that vacuuming and other cleaning that require machine operation be done in off-peak hours. However, it is imperative that the cleaning tasks be performed and contractor must communicate with Houston TranStar administrative staff if problems arise. Cleaning will be performed according to the City of Houston specifications.

3.3 The office area is to be cleaned is 23,468 square feet. There is one men's and one women's restroom on each floor, with an additional men and women's single shower and toilet on the first floor. The restrooms total 1,152 square feet. All restrooms are used by the public as well as employees.

3.4 The contractor shall provide Porter Services Monday through Friday (5 days) from 7:00 to 4:00 p.m.: 5:00 p.m. to 9:00 p.m.; Saturday and Sunday 7:00 a.m. to 11:00 a.m.

## 4.0 TRAFFIC AND TRANSPORATION – 2200 PATTERSON

4.1 This is a single story is comprised of office space which is 5,000 square feet. It is manned 24 hours a day. The staff must conduct cleaning during normal business hours. All restrooms are used by the public as well as employees. Cleaning Staff shall communicate with on-site personnel if problems are encountered.

# SECTION B
# PART 3
# SPECIFICATIONS FOR FACILITIES MAINTAINED BY THE HOUSTON PARKS AND RECREATION

## 1.0 GRAGG HEADQUARTERS, RECREATION AND WELLNESS BUILDING NO. 3 (INCLUDING THE FLEET OFFICES AND RESTROOMS).

1.1 Empty trash can(s)/receptacle(s), replace liners and dispose of all waste in a solid waste collection bin located outside of building or designated location. Damp wipe trash can(s)/receptacle(s) to elevate and disinfect from odor and germs as necessary. Clean, sweep and disinfect restroom, lunch areas and kitchen; including shower stall walls, partitions, floors, door knobs, countertops, faucets, toilets, mirrors, lavatories, urinals, stairs, railings, ledges, ceilings and fixtures to remove soap scum, mildew, body oils, etc and squeegee wall upon completion. Hand Clean and sanitize sinks and wipe dry, clean and polish stainless steel drinking fountains, partitions, ice machines, and other water dispensing fixtures, cleaning of microwave(s) to elevate all stains, spills and germs from internal and external of appliance. Empty recycle trash can(s)/receptacles and dump into large 55 gallon container located in break room(s) in building. The recycle trash cans are to be emptied once per week on Friday's.

1.2 Spot clean all door glass(s), door frame(s) and window walls to remove fingerprints, grime, and dirt on an as needed basis. Dust entire fixture, furniture and frame work using approved dust cloths and chemical as required. Spot clean walls as needed. Remove spots, marks, spills signs, flyers and etc. from all vertical and horizontal surfaces, such as glass partitions, wall panels, doors and light switches as required using approved methods and chemicals cleaners. Dust HVAC louvers and areas around them. Dust low areas and high areas which that are within normal reach i.e. wall décor, pictures, bulletin boards, fixtures, fans, umbrellas, tables, etc. Pay close attention for cobwebs in corners and around light fixtures, vaulted ceilings, etc.

1.3 Thoroughly vacuum all carpeted flooring. Spot clean as needed. Using an automatic extractor, extract all carpeted flooring and/or machine scrub and shampoo using the Bonnet System to remove stains and spots on a nightly basis. Use ZEP freeze or equal to remove gum from carpet and floors. Prepay spots with applicable chemicals to the respective substance that cause the spots. Dusts mop all hard wood, vinyl, V. C. tile and/or hard surface floors, with a treated dust mop. Spray buff hard surface floors using an approved spray buff product. Machine scrub hard surface floors and apply finish to remove scuffs mark, dull finish and water spots.

1.4 Contract shall furnish mats and are to be chemically treated dust mats. Mats shall be swept daily and shall be a minimum of 3' X 5" per door opening. Mats shall consist of nylon tufting with a natural rubber back and must be available in red, brown, black or navy as determined by Parks and Recreation Department Designee. These mats shall be swept daily.

1.5 All restrooms, break rooms, lunchroom and kitchen dispensers shall be cleaned, disinfected and refilled daily empty (up to 85% of capacity per dispenser). Turn off lights when complete.

1.6 Clean up spills and perform other minor tasks as requested by designee i.e. coffee spills, water spills spots left in staff areas. All paper, supplies and equipment and shall be included in Contractor's cost.

1.7 Clean elevator wall, floors, including removal of dirt and soil from the threshold plates (damp mop, dust mop, floor surfaces as necessary to render clean).

1.8 Contractor shall provide include, but not limited to, furnishing all cleaning and disinfectant chemical, equipment, labor, materials, supplies, wastebaskets/receptacle liners, toiled seat covers, paper towels for existing dispensers, toilet tissue (2 ply) soap for existing dispensers and/or commode/urinal blocks. All work shall be performed in a first class, professional manner, satisfactorily to the on site Parks and Recreation Departments Designee.

1.9 **BIWEEKLY – JANITORIAL SERVICE**

All mats are to be exchanged on the floor where they are used. Mats shall be exchanged for cleaning biweekly. Mats shall be treated with both a dust control compound and a Fire Retardant (OSHA APPROVED). Mats specified in the bid are to be of cellulosic fiber content impregnated with a dust-absorbent compound, free from objectionable odor, of a clean appearance, and colored a uniform shade with impregnation to be uniformly dispersed in the cloths, mops and mats; and dust mops present to the extent of 40% (+/- 5%) of the item's untreated weight. The mats are to be manufactured of good quality cellulose yarn and fabric having satisfactory tensile strength, all cloth edges to be either salvage or over edged. Treated mats shall be treated to avoid mildew when stored under normal conditions and shall show no tendency to heat spontaneously under normal conditions. Dust cloths and water emulsion mops shall be treated sufficiently to give fully effective cleaning and dust removal service, but shall not leave any oily residue on cleaned surfaces nor produce any dulling or fogging effect on the finish. The item shall contain no more than 12% moisture, free from any volatile solvents and no ingredients injurious to normal skin. Compounds used to impregnate shall meet the requirements of the Underwriters' Laboratories and shall conform to the latest Federal Specifications.

1.9.1 Machine buff all V. C. tiles and hard surface flooring with approved spray buff product.

**1.10 MONTHLY – JANITORIAL SERVICES**

1.10.1 Machine scrub all restroom(s) tile areas such as ceramic tile and pavers. Machine scrub focusing on grout, corners and edges.

**1.11 YEARLY (EVERY 12 TO 18 MONTHS) – JANITORIAL SERVICES**

1.11.1 Machine strip hard surface floors (VCT and/or Concrete) and apply 4 coats of floor finish and/or

as manufactured manufactures specification. No striping or waxing shall be done with out prior approval of Parks and Recreation Designee. All waxes and strippers us must be odorless and slip resistance.

1.12 **Note: Definition – As needed/required** – having or using the ability to act or decide according to your own discretion or judgment but, should not be take as a means to constantly over look matters.

## 2.0 MEMORIAL TENNIS, FITNESS CENTER AND HOMER FORD TENNIS CENTER – ADDITIONAL SERVICES

### 2.1 DAILY

2.1.1 Sweep and mop floors in exterior restrooms, and all interior areas including behind the tennis, behind fitness sales counter and fitness sales counters and the tennis office, excluding the area behind the tennis center food and beverage concession counter. Dust and wipe clean all table tops and chairs in tennis and fitness lobbies. Contractor shall empty and clean waste baskets in the lobby areas (exclusive of the areas behind the tennis center food and beverage concession counter), interior restrooms and locker rooms, and on the tennis courts areas. Small tennis court waste baskets should be collected into one plastic bag for removal to dumpster. Large tennis court trash barrels should be emptied and reclined every second or third day, as needed. Replace deodorant blocks in urinals and commodes as required.

### 2.2 WEEKLY

2.2.1 Descale commodes and urinals. Dust top of lockers, fans and high areas, including spider web removal. Wash walls in shower and proper spray chemical to disinfect, prevent and/or remove mildew. Remove hair from drains in men's and women's showers. Polish and/or descale chrome pedestals in men's tennis center showers to remove soap scum. Mop, strip, buff, and/or scrub floors in men's and women's showers with proper chemical to remove soap, lime and dirt build up. Wash shower curtain in women's showers with proper chemicals to prevent and/or remove mildew and soap scum. Dust and wipe with disinfectant all weight benches and exercise machinery in fitness center.

### 2.3 MONTHLY

2.3.1 Vacuum HVAC ducts, grills, and restroom exhaust fans. Clean and polish all window and window frames, inside and out. Clean floor drains in all locker room, shower, restroom area, adding 8 oz. Chlorine bleach to each drain.

### 2.4 QUARTERLY

2.4.1 Remove and clean, inside and out, all light fixture lenses. Machine strip hard surface floors (VCT and/or Concrete) and apply 4 coats of floor finish and/or as manufactured manufactures specification. No striping or waxing shall be done with out prior approval of Parks and Recreation Designee. All waxes and strippers us must be odorless and slip resistance.

### 2.5 Work Schedule/Service Times:

#### 2.5.1 GRAGG HEADQUARTERS, RECREATION AND WELLNESS BLDG NO. 3 (INCLUDING FLEET OFFICES AND RESTROOMS)

| | |
|---|---|
| Monday | 5:00 PM – 10:00 PM |
| Tuesday | 5:00 PM – 10:00 PM |
| Wednesday | 5:00 PM – 10:00 PM |
| Thursday | 5:00 PM – 10:00 PM |
| Friday | 5:00 PM – 10:00 PM |

**2.5.2 MEMORIAL TENNIS CENTER – SERVICE IS TO BE PERFORMED SEVEN (7) DAYS A WEEK AS FOLLOWS:**

| | | |
|---|---|---|
| Monday | 9:00 PM – 11:30 PM | |
| Tuesday | 9:00 PM – 11:30 PM | |
| Wednesday | 9:00 PM – 11:30 PM | |
| Thursday | 9:00 PM – 11:30 PM | |
| Friday | 9:00 PM – 11:30 PM | |
| Saturday | 11:00 PM – 2:00 PM | 6:00 PM – 8:00 PM |
| Sunday | 11:00 PM – 2:00 PM | 6:00 PM – 8:00 PM |

**3.0** **Clean Elevator**. A properly cleaned elevator is uniformly clean with no dust, soil, fingerprints, or smudges. The Contractor shall perform the following items, in order to complete cleaning and servicing elevator(s):

- Pickup any trash, food, or debris dropped on the floors
- Spot clean spills using appropriate techniques
- Spot clean finger prints from the stainless steel fascia in the elevator landings
- Mop floors to remove dirt and stains
- Remove gum from floors
- Clean walls, car stations, push button, kick panels
- Clean door tracks with scrub brush or vacuum cleaner (back pack)
- Clean stainless steel elevator walls and doors sills with clean white cloth
- Spot clean and polish to remove marks and smudges by using a small amount of stainless steel cleaner
- Clean all stainless steel fascia in the elevator lobby
- Polish stainless steel surfaces
- Scrub floors
- Clean light fixtures
- Dust ceilings

**4.0** **Recycle Paper**. The Contractor shall collect white paper from containers in offices, break rooms, copier rooms, file rooms, and high traffic areas and deposit paper in specially marked containers used in the city's recycling program. Recycling for the Parks department is required at the following sites.

| # | Location | Address | Departrment |
|---|---|---|---|
| 4.0.1 | Gragg Building | 2999 South Wayside | Parks |
| 4.0.2 | Recreation and Wellness Bldg No. 3 (including Fleet Offices and Restrooms | 6200 Wheeler | Parks |

**5.0 WINDOW WASHING/CLEANING – MINIMAL SERVICES TO BE PERFORMED AS FOLLOW:**

5.1 The work to be performed shall include cleaning all designated windows, squeegee glass surfaces as necessary, wiping adjacent frames and window sills free of excess water, and mopping any excess water which may spill or collect on interior floors and carpeting.

5.2 Care will be exercised to prevent streaking or staining window frames, ledges, walls, and painted panels, either by drying the surfaces or thoroughly rinsing them with clean water.

5.3 Any paint drops or smears shall be removed from surfaces being washed. Steel wool shall not be used, but razor blades or broad knives are permissible.

5.4 Surface of glass shall be washed to remove all traces of film, smudge, dirt and other foreign matter.

5.5 In the event it is found to be physically impossible to remove stains from any particular glass pane, the matter shall be called to the attention of the appropriate Department Director so arrangements can be made for the replacement of the glass, if deemed necessary.

5.6 The Contractor shall promptly remove all equipment and a supply from premises as each job is completed. The City will not be responsible for storing Contractor's supplies and equipment. Each job must be inspected and approved by the Director of the appropriate Department or his designated representatives. Approval shall be in the form of a signed receipt, one copy to be left with Department and one copy to accompany Contractor's monthly invoice.

**5.7 SUPPLIES**

5.7.1 Cleaning supplies used shall be neutral and free-flowing, and shall not be harmful to surfaces with which they come in contact. All supplies shall be free of petroleum distillates that tend to attract dust particles or leave a residue or film.

**5.8 EQUIPMENT**

5.8.1 All equipment, i.e., ladders, safety equipment, powered suspended baskets and scaffolds, shall be in good working condition and shall be subject to inspection on request of the appropriate Department.

**5.9 FACILITY LOCATION**

5.9.1 Gragg Administration Building – 2999 S. Wayside
All exterior windows including medal frames shall be cleaned on both surfaces twice (2) per year. The work shall be performed on or about September 1 and April 1.

5.9.2 Recreation and Wellness Bldg No. 3 (including Fleet Offices and Restrooms)

5.9.3 Judson Robinson Jr. – 2020 Herman Drive
All exterior windows including medal frames shall be cleaned on both surfaces twice (2) per year. The work shall be performed on or about September 1 and April 1.

5.9.4 Tidwell Recreation Center – 9720 Spaulding
All exterior windows including medal frames shall be cleaned on both surfaces twice (2) per year. The work shall be performed on or about September 1 and April 1.

5.9.5 Sharpstown Recreation Center – 6600 Harbor Town
All exterior windows including medal frames shall be cleaned on both surfaces twice (2) per year. The work shall be performed on or about September 1 and April 1.

5.9.6 Candlelight Recreation Center – 1520 Candlelight
All exterior windows including medal frames shall be cleaned on both surfaces twice (2) per year. The work shall be performed on or about September 1 and April 1.

5.9.7 Fonde Recreation Center – 110 Sabine
All exterior windows including medal frames shall be cleaned on both surfaces twice (2) per year. The work shall be performed on or about September 1 and April 1.

5.9.8 Garden Center – 1500 Herman Drive
All exterior windows including medal frames shall be cleaned on both surfaces twice (2) per year. The work shall be performed on or about September 1 and April 1.

5.9.9 Highland Recreation Center – 3316 DeSoto
All exterior windows including medal frames shall be cleaned on both surfaces twice (2) per year. The

work shall be performed on or about September 1 and April 1.

5.9.10 Linkwood Recreation Center – 3699 Norris
All exterior windows including medal frames shall be cleaned on both surfaces twice (2) per year. The work shall be performed on or about September 1 and April 1.

5.9.11 Love Recreation Center – 1000 West 12th
All exterior windows including medal frames shall be cleaned on both surfaces twice (2) per year. The work shall be performed on or about September 1 and April 1.

5.9.12 Marion Recreation Center – 11101 S. Gessner
All exterior windows including medal frames shall be cleaned on both surfaces twice (2) per year. The work shall be performed on or about September 1 and April 1.

5.9.13 Stude Recreation Center – 1031 Stude
All exterior windows including medal frames shall be cleaned on both surfaces twice (2) per year. The work shall be performed on or about September 1 and April 1.

## 6.0 CONTACTS:

6.1 The Contractor shall finalize the cleaning schedule with the building manager or his designated representative no later than thirty (30) days prior to the approximate date of the cleaning listed below:

| | DEPARTMENT | PHONE NUMBER |
|---|---|---|
| 6.1.1 | Parks and Recreation Department (PARD) Building Managers | (832) 395-7204<br>(832) 392-7209 |

6.1.2 The Contractor's cleaning hours will be established by the City, but it is anticipated that no leaning on a nightly basis will be required. Cleaning will be accomplished Monday through Friday each week, fifty-two (52) weeks per year. The Contractor shall not have to perform services on the days designated as City holidays by City Council.

6.1.3 All windows cleaning scheduled for two (2) times per year shall have approximately six (6) months between scheduled cleaning. All windows cleaning scheduled for four (4) times per year shall have approximately three (3) months between scheduled cleanings. Scheduling of all cleaning times shall be approved by and may be changed by the appropriate user department.

## 7.0 ADDITIONS & DELETIONS:

7.1 The City, by written notice from the City Purchasing Agent to the Contractor, at any time during the term of this contract, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from the City. Similar equipment, supplies, services, or locations added to the contract shall be in accordance with the contract specification/scope of services, and the charges or rates for items added shall be the same as specified in the fee schedule. In the event that the additional equipment, supplies, locations and/or services are not identical to the item(s) already under contract, the charges therefore will then be the Contractor's normal and customary charges or rates for the equipment, supplies, locations and/or services classified in the fee schedule.

## 8.0 ESTIMATED QUANTITIES NOT GUARANTEED:

8.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of services during the term of this Contract. The quantities may vary depending upon the actual needs of the Department. The quantities specified herein are good faith estimates of usage during the term of this Contract. Therefore, the City shall not be liable for any

contractual agreements/obligations the Contractor enters into based on the City purchasing all the quantities specified herein.

**9.0 INTERLOCAL AGREEMENT:**

**9.1** Under the same terms and conditions hereunder, the Contract may be expanded to other government entities through inter-local agreements between the City of Houston and the respective government entity that encompass all or part of the products/services provided under this contract. Separate contracts will be drawn to reflect the needs of each participating entity.

**10.0 WARRANTY OF SERVICES:**

10.1 *Definitions:* "Acceptance" as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, approval of specific services, as partial or complete performance of the Contract.

11.1.1 "Correction" as used in this clause, means the elimination of a defect.

11.2 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.

11.3 If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the Contract price.

12.0 The Contractor shall perform Cleaning and Janitorial Maintenance Services for the Various Department facilities as listed in Exhibit B.

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# EXHIBIT B-1

**CITY OF HOUSTON**
**GENERAL SERVICES DEPARTMENT**
**FACILITY INSPECTION**

BUILDING_____ DATE:___/___/___
ADDRESS_____
FLOOR/LEVEL_____ TIME: _____ [] AM [] PM
INSPECTED BY _____ EMP# _____

**LOCATION: ENTRANCE / LOBBIES**

| TASK | SCHEDULE | PERFORMANCE | | | |
|---|---|---|---|---|---|
| SWEEP | DAILY | E | G | S | NS |
| MOP/AUTO SCRUB | DAILY | E | G | S | NS |
| BURNISH/BUFF | DAILY | E | G | S | NS |
| SCRUB | MONTHLY | E | G | S | NS |
| WAX | MONTHLY | E | G | S | NS |
| **FLOOR (CARPET)** | | | | | |
| VACUUM | DAILY | E | G | S | NS |
| SHAMPOO/EXTRACT | QUARTERLY | E | G | S | NS |
| SPOT CLEANING | DAILY | E | G | S | NS |
| **OTHER** | | | | | |
| GLASS, METAL SURFACES | DAILY | E | G | S | NS |
| CORNERS/WALLS/BASEBOARDS | DAILY | E | G | S | NS |
| FIXTURES | DAILY | E | G | S | NS |
| DUSTING LOW | DAILY | E | G | S | NS |
| DUSTING HIGH | BI-WEEKLY | E | G | S | NS |
| WATER FOUNTAINS | DAILY | E | G | S | NS |

**LOCATION: CORRIDORS**

| | | FLOOR | | | |
|---|---|---|---|---|---|
| SWEEP | DAILY | E | G | S | NS |
| MOP/AUTO SCRUB | DAILY | E | G | S | NS |
| BURNISH/BUFF | DAILY | E | G | S | NS |
| SCRUB | MONTHLY | E | G | S | NS |
| WAX | MONTHLY | E | G | S | NS |
| **FLOOR (CARPET)** | | | | | |
| VACUUM | DAILY | E | G | S | NS |
| SHAMPOO/EXTRACT | QUARTERLY | E | G | S | NS |
| **OTHER** | | | | | |
| CORNERS/WALLS/BASEBOARDS | DAILY | E | G | S | NS |
| SPOT CLEANING | DAILY | E | G | S | NS |
| WATER FOUNTAINS | DAILY | E | G | S | NS |

**LOCATION: ELEVATORS / ESCALATORS / STAIRWELLS**

| | | | | | |
|---|---|---|---|---|---|
| TREADS | DAILY | E | G | S | NS |
| GLASS | DAILY | E | G | S | NS |
| WALLS, PANELS | DAILY | E | G | S | NS |
| STEPS, LANDINGS | DAILY | E | G | S | NS |
| RAILS, DOORS | DAILY | E | G | S | NS |
| FLOOR, CARPET | DAILY | E | G | S | NS |

**LOCATION: WINDOWS**

| | | | | | |
|---|---|---|---|---|---|
| GLASS | DAILY | E | G | S | NS |
| SILLS, FRAMES | DAILY | E | G | S | NS |
| BLINDS | DAILY | E | G | S | NS |

**LOCATION: JANITOR CLOSETS**

| | | | | | |
|---|---|---|---|---|---|
| CLEANLINESS, ORGANIZATION | WEEKLY | E | G | S | NS |
| SUPPLIES, EQUIPMENT | WEEKLY | E | G | S | NS |
| MSDS | WEEKLY | E | G | S | NS |

**LOCATION: MISCELLANEOUS**

| | | | | | |
|---|---|---|---|---|---|
| AIR VENTS | MONTHLY | E | G | S | NS |
| STORAGE AREAS | WEEKLY | E | G | S | NS |

**LOCATION: RESTROOMS/BREAKROOMS/WATER FOUNTAINS**

| TASK | SCHEDULE | PERFORMANCE | | | |
|---|---|---|---|---|---|
| **RESTROOMS** | | | | | |
| TOILET | DAILY | E | G | S | NS |
| URINAL | DAILY | E | G | S | NS |
| SINK | DAILY | E | G | S | NS |
| MIRRORS | DAILY | E | G | S | NS |
| FIXTURES/PARTITIONS/WALLS | DAILY | E | G | S | NS |
| PAPER TOWELS | | | | | |
| TOILET PAPER | DAILY | E | G | | NS |
| WASTE CANS/TRASH | DAILY | E | G | S | NS |
| SWEEP/ MOP | DAILY | E | G | S | NS |
| SCRUB | MONTHLY | E | G | S | NS |
| WAX | MONTHLY | E | G | S | NS |
| **BREAKROOMS** | | | | | |
| SINK | DAILY | E | G | S | NS |
| FIXTURES/CABINETS | DAILY | E | G | S | NS |
| COUNTERS | DAILY | E | G | S | NS |
| TABLES | DAILY | E | G | S | NS |
| APPLIANCES | DAILY | E | G | S | NS |
| WASTE CANS/TRASH | DAILY | E | G | S | NS |
| SWEEP/ MOP | DAILY | E | G | S | NS |
| SCRUB | MONTHLY | E | G | S | NS |
| WAX | MONTHLY | E | G | S | NS |
| WATER FOUNTAINS | DAILY | E | G | S | NS |

**LOCATION: EXTERIOR & GROUNDS**

| | | | | | |
|---|---|---|---|---|---|
| SIDEWALKS | DAILY | E | G | S | NS |
| ENTRANCE AREA | DAILY | E | G | S | NS |
| STAIRWELL | DAILY | E | G | S | NS |
| LAWN AREA | DAILY | E | G | S | NS |
| PARKING AREA | DAILY | E | G | S | NS |
| TRASH AREAS | DAILY | E | G | S | NS |
| SMOKING AREAS | DAILY | E | G | S | NS |

**OFFICE-EQUIPMENT AREAS**

| | | | | | |
|---|---|---|---|---|---|
| FURNITURE EQUIPMENT | DAILY | E | G | S | NS |
| DOORS, KICK PLATES | DAILY | E | G | S | NS |
| CORNERS/WALLS/BASEBOARDS | DAILY | E | G | S | NS |
| WASTE BASKETS | DAILY | E | G | S | NS |
| PARTITIONS | DAILY | E | G | S | NS |
| LOW DUSTING | DAILY | E | G | S | NS |
| HIGH DUSTING | BI-WEEKLY | E | G | S | NS |
| PHONES. LAMPS, EQUIPMENT | DAILY | E | G | S | NS |
| SPOT CLEAN | DAILY | E | G | S | NS |
| SWEEP, VACUUM | DAILY | E | G | S | NS |
| SHAMPOO/EXTRACT | QUARTERLY | E | G | S | NS |
| SCRUB | MONTHLY | E | G | S | NS |
| WAX | MONTHLY | E | G | S | NS |

**COMMENTS:**

| | **Non-Performance RATINGS (Ratings shall be based on the average of all sections referring to the above categories)** | Excellent – 4 Points Good = 3 Points Satisfactory = 2 Points Non-Satisfactory = 1 Point<br><br>E = 3.5 – 4.0 G = 2.5 – 3.4 S = 2.0 – 2.4 NS = Less than 2.0 |
|---|---|---|
| FLOORS | _____ | Total Points _____ |
| RESTROOMS/BREAKROOMS/WATER FOUNTAINS | _____ | Number of Categories Circle _____ |
| TRASH REMOVAL | _____ | Score _____ |
| EXTERIOR CLEANING | _____ | Total points divided by number circle categories = score |
| HIGH DUSTING | _____ | |

## EXHIBIT B-2 – Locations

**General Services Department Managed**

| Count | Location | Address |
|---|---|---|
| 1 | Acres Homes Multi Service Center | 6719 West Montgomery |
| 2 | African American Library | 1300 Victor street |
| 3 | Airline WIC | 5990 Airline |
| 4 | Aldine W. I. C. | 5180 Aldine Mail Route |
| 5 | Alief W. I. C. | 6787 Wilcrest # A |
| 6 | Animal Regulation and Care (BARC) | 2700 Evella |
| 7 | ARA - Parking Mgmt. | 2020 Mckinney |
| 8 | Braesner W. I. C. | 8640 South Braeswood |
| 9 | Carnegie Library | 1050 Quitman Street |
| 10 | Central Fleet Shop | 1502 Central Street |
| 11 | Central Health Lab | 1115 Braeswood |
| 12 | City Hall | 901 Bagby |
| 13 | City Hall Annex | 900 Bagby |
| 14 | De Madres A Mares, Inc. | 1818 Crocket |
| 15 | Denver Harbor MSC | 6402 Market Street |
| 16 | Eastex Freeway Fleet Shop | 5703 Eastex Freeway |
| 17 | Eastex Freeway Fleet Shop B | 5711 Eastex Freeway |
| 18 | Enviromental Health | 7411 Park Place |
| 19 | Fifth Ward Multi Service Center | 4014 Market |
| 20 | Fire Arson Building | 60 Braesmont |
| 21 | Fire Logistics Complex | 1205 Dart |
| 22 | Fire Training Academy | 8030 Braniff |
| 23 | GSD North District Facilities | 3026 Berry Road |
| 24 | GSD Plumbing Shop | 3018 Berry Road |
| 25 | Health Administration Building | 8000 North Stadium |
| 26 | Hiram Clark Multi Service Center & Vinson Library | 3810 Fuqua |
| 27 | Holcombe Lab | 2250 Holcombe |
| 28 | Holcombe BSL3 Lab | 2252 Holcombe |
| 29 | Houston Permitting Center | 1002 Washington |
| 30 | Jesse H. Jones Library | 500 Mckinney |
| 31 | John Peavy Senior Center | 3814 Market |
| 32 | Judiway Fleet Shop | 1245 Judiway |
| 33 | Julia Ideson Library | 400 Mckinney |
| 34 | Kashmere Multi Service Center | 4802 Lockwood |
| 36 | Kendall Branch Library | 609 N. Eldridge Pkwy. |
| 37 | La Nueva Casa de Amigo | 1809 North Main |
| 38 | Library Administration Building | 820 Marston Street |
| 39 | Magnolia Health & Multi Service Center | 7037 Capital |
| 40 | Metropolitan Multi Service Center | 1475 West Gray |
| 41 | Municipal Courts Building | 1400 Lubbock |
| 42 | Neches Fleet Shop | 5617 Neches |
| 43 | Northeast Multi Service Center | 9720 Spaulding Stree |
| 44 | Northside Health Center | 8523 Arkansas |

## General Services Department Managed

| Count | Location | Address |
|---|---|---|
| 45 | Northwest W. I. C. | 8534 Hammerly |
| 46 | Post Oak Fleet Shop | 11500 Post Oak |
| 47 | Property Disposal Management Operations | 2511 Broad St. |
| 48 | Riverside Health Center | 3315 Delano |
| 49 | Sharpstown Health Center | 6201 Bonhomme Road |
| 50 | Southwest Multi Service Center | 6400 High Star Drive |
| 51 | Sunnyside Health Center | 9314 Cullen |
| 52 | Sunnyside Multi Service Center | 4605 Wilmington |
| 53 | Third Ward Multi Service Center | 3611 Ennis |
| 54 | West End Health Center | 190 Heights |
| 55 | West End Multi Service Center | 170 Heights |
| 56 | Wheeler Fleet Shop | 6200 Wheeler |

## Public Works and Engineering Department

| Count | Location | Address |
|---|---|---|
| 1 | Houston Transtar | 6922 Old Katy Road |
| 2 | PWE – Traffic Operations Div | 2200 Patterson |
| 3 | Water Production Division | 105 Sabine |
| 4 | Annex Training Building & Guard Shack | 4501 Leeiand |
| 5 | Wastewater Lab | 10500 Beliaire Blvd |
| 6 | Planning & Development | 3300 Main |
| 7 | East Water Purification Complex | 12555 Clinton |
| 8 | Spring Branch Complex | 9400 Kempwood |
| 9 | Ardmore Complex | 7004 Ardmore |
| 10 | Wastewater Complex | 4545 Groveway |
| 11 | 69th Street Wastewater Treatment Plant | 2525 S/Sgt Macano Garcia |
| 12 | Southwest Wastewater Treatment Plant | 4503 Beechnut |
| 13 | Utility Customer Service Main Building & Annex | 4200 Leeiand |
| 14 | Utility Analysis (Plan & Dev) | 2102 Austin St |
| 15 | Utlity Customer SVC | 4215 Leeland |
| 16 | Drinking Water Ops | 12121 N.Sam Houston Pkwy |
| 17 | Drinking Water Ops | 3100 Genoa Red Bluff |

**Parks and Recreation Department**

| Count | Location | Address |
|---|---|---|
| 1 | Gragg Building | 2999 South Wayside |
| 2 | Recreation and Wellness Bldg No. 3 (including Fleet offices and restrooms) | 6200 Wheeler |
| 3 | Memorial Tennis Center | 1500 Memorial |
| 4 | Judson Robinson Jr. Recreation Center | 2020 Herman Drive |
| 5 | Tidwell Recreation Center | 9720 Spaulding |
| 6 | Sharpstown Recreation Center | 6600 Harbor Town |
| 7 | Love Recreation Center | 1000 West 12th |
| 8 | Candlelight Recreation Cemter | 1520 Candlelight |
| 9 | Fonde Recreation Center | 110 Sabine |
| 10 | Houston Garden Center | 1500 Herman |
| 11 | Highland Recreation Center | 3316 Desoto |
| 12 | Linkwood Recreation Center | 3699 Norris |
| 13 | Marion Recreation Center | 11101 South Gessner |
| 14 | Stude Recreation Center | 1031 Stude |

## EXHIBIT "C"
## EQUAL EMPLOYMENT OPPORTUNITY

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.

2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.

3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.

5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.

6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.

7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. The contractor shall file and shall cause his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

**EXHIBIT "D"**
**MWBE REQUIREMENTS**

## ATTACHMENT "C"
## CITY OF HOUSTON CERTIFIED M/WBE SUBCONTRACT TERMS

Contractor shall insure that all subcontracts with M/WBE subcontractors and suppliers are clearly labeled "**THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT**" and contain the following terms:

1. _____ (M/WBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the Mayor's Office of Business Opportunity (MOBO) Director ("the Director")

2. _____ (M/WBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.

3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.

4. As conclude by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 – "the Act"). Arbitration shall be conducted according to the following procedures:

   a. Upon the decision of the Director or upon written notice to the Director form either party that a dispute ahs arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.

   b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as other wise required by the City's contract with American Arbitration Association on file in the MOBO.

   c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.

   d. In the event the American Arbitration Association no longer administers MOBO arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

These provisions apply to goal-oriented contracts. A goal oriented contract means any contract for the supply of goods or non-personal or non-professional services in excess of $100,000.00 for which competitive bids are required by law; not within the scope of the MBE/WBE program of the United States Environmental Protection Agency on the United States Department of Transportation; and ;, which the City Purchasing Agent has determined to have significant M/WBE subcontracting potential in fields which there are an adequate number on known MBEs and/or WBE's to compete for City contract.

The M/WBE policy of the City of Houston will be discussed during the pre-bid. For information assistance, and/or to receive a copy of the MOBO policy and/or ordinance contact MOBO at (832) 393-0600, 611 Walker, 7th Floor, Houston, Texas 77002.

**ATTACHMENT "D"**

**CITY OF HOUSTON**
**MAYOR'S OFFICE OF BUSINESS OPPORTUNITY & CONTRACT COMPLIANCE**
**M/WBE UTILIZATION REPORT**

**Report Period** _____

PROJECT NAME & NUMBER: _____

PRIME CONTRACTOR: _____

ADDRESS: _____

LIAISON/PHONE No.: _____

AWARD DATE: _____

CONTRACT No.: _____

CONTRACT AMOUNT: _____

M/WBE GOAL: _____

| M/WBE SUB/VENDOR NAME | DATE OF MOBO CERTIFICATION | DATE OF SUBCONTRACT | SUBCONTRACT AMOUNT | % OF TOTAL CONTRACT | AMOUNT PAID TO DATE | % OF CONTRACT TO DATE |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Use additional pages if needed. Submit by the 15th day of the following month.
Provide support documentation on all revenues paid to end of the report period to:
M/WBEs to reflect up/down variances on contract amount

MOBO
ATTN: Carlecia D. Wright, 832-393-0600
611 Walker, 7th Floor
Houston, Texas 77002

**EXHIBIT "E"**
**DRUG POLICY COMPLIANCE AGREEMENT**

I, Curtis McLemore (Name) (Print/Type) Chief Executive Officer (Title) as an owner or officer of

McLemore Building Maintenance, Inc. (Name of Company) (Contractor)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).

2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.

3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.

4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

Date May 23, 2012

Contractor Name McLemore Building Maintenance, Inc.

Signature

Title Chief Executive Officer

## EXHIBIT "F"
## CONTRACTOR'S CERTIFICATION OF NO SAFETY IMPACT POSITIONS IN PERFORMANCE OF A CITY CONTRACT

I, Curtis McLemore Chief Executive Officer
**(Name)(Print/Type)** **(Title)**

as an owner or officer of McLemore Building Maintenance, Inc. (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City's Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

May 23, 2012
Date

Curtis McLemore
Contractor Name

Signature

Chief Executive Officer
Title

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## CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES FOR CONTRACTORS

I, _____
**(NAME) (PRINT/TYPE)**

as an owner or officer of _____ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer than fifteen (15) employees during any 20-week period during a calendar year and also certify that Contractor has no employee safety impact positions as defined in 5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Safety impact position means a Contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

**DATE**

**CONTRACTOR NAME**

**SIGNATURE**

**TITLE**

**EXHIBIT "G"**
**DRUG POLICY COMPLIANCE DECLARATION**

I, Curtis McLemore (Name) (Print/Type) Chief Executive Officer (Title) as an owner or officer of

McLemore Building Maintenance, Inc. (Name of Company) (Contractor or Vendor)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding 6 months from 11/1/11 to 5/1/, 20 12.

Initials — A written Drug Free Workplace Policy has been implemented and employees notified. The policy meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

Initials — Written drug testing procedures have been implemented in conformity with the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31. Employees have been notified of such procedures.

Initials — Collection/testing has been conducted in compliance with federal Health and Human Services (HHS) guidelines.

Initials — Appropriate safety impact positions have been designated for employee positions performing on the City of Houston contract. The number of employees in safety impact positions during this reporting period is 0.

Initials — From 4/1/12 (Start date) to 4/30/12 (End date) the following test has occurred

| | Random | Reasonable Suspicion | Post Accident | Total |
|---|---|---|---|---|
| Number Employees Tested | 18 | 0 | 0 | 18 |
| Number Employees Positive | 0 | 0 | 0 | 0 |
| Percent Employees Positive | 0% | 0% | 0% | 0% |

Initials — Any employee who tested positive was immediately removed from the City worksite consistent with the Mayor's Policy and Executive Order No. 1-31.

Initials — I affirm that falsification or failure to submit this declaration timely in accordance with established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

May 23, 2012
(Date)

Curtis McLemore
(Typed or Printed Name)

(Signature)

Chief Executive Officer
(Title)

**EXHIBIT "H"**
**FEES AND COSTS**

| Bid Item # | Description of Service – Janitorial/Location | UOM | Unit Price Yr 1 |
|---|---|---|---|
| 1 | Acres Homes Multi Service Center | Monthly | $1,315.20 |
| 2 | African American Library | Monthly | $1,304.05 |
| 3 | Airline WIC | Monthly | $438.83 |
| 4 | Alief W. I. C. | Monthly | $1,011.25 |
| 5 | Animal Regulation and Care (BARC) | Monthly | $1,080.82 |
| 6 | Braesner W. I. C. | Monthly | $504.39 |
| 7 | Carnegie Library | Monthly | $170.65 |
| 8 | Central Fleet Shop | Monthly | $255.90 |
| 9 | Central Health Lab | Monthly | $50.00 |
| 10 | De Madres A Mares, Inc. | Monthly | $223.48 |
| 11 | Denver Harbor MSC | Monthly | $2,581.08 |
| 12 | Eastex Freeway Fleet Shop | Monthly | $188.17 |
| 13 | Eastex Freeway Fleet Shop B | Monthly | $191.20 |
| 14 | Enviromental Health | Monthly | $585.51 |
| 15 | Fifth Ward Multi Service Center | Monthly | $876.76 |
| 16 | Fire Arson Building | Monthly | $296.33 |
| 17 | Fire Logistics Complex | Monthly | $1,345.31 |
| 18 | Fire Training Academy | Monthly | $700.78 |
| 19 | GSD North District Facilities | Monthly | $130.75 |
| 20 | GSD Plumbing Shop | Monthly | $52.30 |
| 21 | Health Administration Building | Monthly | $5,726.03 |
| 22 | Hiram Clark MSC & Vinson Library | Monthly | $3,526.00 |
| 23 | Holcombe Lab | Monthly | $510.00 |
| 24 | Holcombe BSL3 Lab | Monthly | $510.00 |
| 25 | Houston Permitting Center | Monthly | $10,881.27 |
| 26 | John Peavy Senior Center | Monthly | $438.40 |
| 27 | Judiway Fleet Shop | Monthly | $271.07 |
| 28 | Kashmere Multi Service Center | Monthly | $1,453.23 |
| 29 | Kendall Branch Library | Monthly | $1,131.36 |
| 30 | La Nueva Casa de Amigo | Monthly | $3,428.00 |
| 31 | Magnolia Health & Multi Service Center | Monthly | $1,994.98 |
| 32 | Metropolitan Multi Service Center | Monthly | $2,560.98 |
| 33 | Municipal Courts Building | Monthly | $5,302.73 |
| 34 | Neches Fleet Shop | Monthly | $576.10 |
| 35 | Northeast M.S.C. | Monthly | $767.17 |
| 36 | Northside Health Center | Monthly | $2,007.96 |
| 37 | Northwest W. I. C. | Monthly | $547.96 |
| 38 | Post Oak Fleet Shop | Monthly | $487.65 |
| 39 | Property Disposal Management Operations | Monthly | $197.59 |
| 40 | Riverside Health Center | Monthly | $1,305.50 |
| 41 | Sharpstown Health Center | Monthly | $1,141.03 |



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| Bid Item # | Description of Service – Janitorial/Location | UOM | Unit Price Yr 1 |
|---|---|---|---|
| 42 | Sunnyside Health Center | Monthly | $1,193.11 |
| 43 | Sunnyside Multi Service Center | Monthly | $2,068.96 |
| 44 | Third Ward Multi Service Center | Monthly | $1,917.84 |
| 45 | West End Health Center | Monthly | $1,686.66 |
| 46 | West End Multi Service Center | Monthly | $1,174.81 |
| 47 | Wheeler Fleet Shop | Monthly | $295.63 |
| 48 | Houston Transtar | Monthly | $1,386.87 |
| 49 | PWE Traffic Operations Div | Monthly | $1,211.14 |
| 50 | Gragg Building | Monthly | $3,312.74 |
| 51 | Recreation and Wellness Bldg No. 3 (including Fleet offices and restrooms) | Monthly | $1,337.09 |
| 52 | Memorial Tennis Center | Monthly | $1,254.92 |

| Bid Item # | Description of Service – Porter/Location | UOM | Unit Price Yr 1 |
|---|---|---|---|
| 1 | Acres Homes Multi Service Center | Monthly | $1,271.52 |
| 2 | African American Library | Monthly | $1,695.36 |
| 3 | Aldine W. I. C. | Monthly | $1,695.36 |
| 4 | Carnegie Library | Monthly | $1,271.52 |
| 5 | Central Health Lab | Monthly | $0.00 |
| 6 | Denver Harbor MSC | Monthly | $1,251.61 |
| 7 | Environmental Health | Monthly | $834.27 |
| 8 | Fifth Ward Multi Service Center | Monthly | $1,271.52 |
| 9 | Fire Logistics Complex | Monthly | $1,271.52 |
| 10 | Health Administration Building | with ci | $1,271.52 |
| 11 | Hiram Clark Multi Service Center & Vinson Library | Monthly | $1,271.52 |
| 12 | Holcombe Lab | Monthly | $1,271.52 |
| 13 | Holcombe BSL3 Lab | Monthly | $1,271.52 |
| 14 | Jesse H. Jones Library | Monthly | $9,338.47 |
| 15 | John Peavy Senior Center | Monthly | $423.84 |
| 16 | Kendall Branch Library | Monthly | $1,695.36 |
| 17 | La Nueva Casa de Amigo | Monthly | $1,695.36 |
| 18 | Magnolia Health & Multi Service Center | Monthly | $1,271.52 |
| 19 | Municipal Courts Building (2) porters | Monthly | $5,460.00 |
| 20 | Northeast M.S.C. | Monthly | $1,271.52 |
| 21 | Sharpstown Health Center | Monthly | $847.68 |
| 22 | Southwest Multi Service Center | Monthly | $1,271.52 |
| 23 | Houston Transtar | Monthly | $2,041.08 |

| Bid Item # | Description of Service – Recycling/Location | UOM | Unit Price Yr 1 |
|---|---|---|---|
| 1 | Acres Homes Multi Service Center | Each | $5.59 |
| 2 | Airline WIC | Each | $4.30 |
| 3 | Aldine W. I. C. | Each | $4.30 |
| 4 | Animal Regulation and Care (BARC) | Each | $17.20 |



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| Bid Item # | Description of Service – Recycling/Location | UOM | Unit Price Yr 1 |
|---|---|---|---|
| 5 | ARA - Parking Mgmt. | Each | $5.16 |
| 6 | Braesner W. I. C. | Each | $5.16 |
| 7 | Carnegie Library | Each | $5.16 |
| 8 | Central Health Lab | Each | $0.00 |
| 9 | Denver Harbor MSC | Each | $5.16 |
| 10 | Enviromental Health | Each | $4.30 |
| 11 | Fifth Ward Multi Service Center | Each | $5.16 |
| 12 | Fire Logistics Complex | Each | $17.20 |
| 13 | GSD North District Facilities | Each | $4.30 |
| 14 | Health Administration Building | Each | $25.80 |
| 15 | Hiram Clark Multi Service Center & Vinson Library | Each | $5.16 |
| 16 | Holcombe Lab | Each | $5.16 |
| 17 | Holcombe BSL3 | Each | $5.16 |
| 18 | John Peavy Senior Center | Each | $4.30 |
| 19 | Kashmere Mulit-Service Center | Each | $4.30 |
| 20 | Kendall Branch Library | Each | $0.00 |
| 21 | La Nueva Casa de Amigo | Each | $8.60 |
| 22 | Metropolitan Mult-Service Center | Each | $5.16 |
| 23 | Municipal Courts Building | Each | $25.80 |
| 24 | Northeast M.S.C. | Each | $8.60 |
| 25 | Northside Health Center | Each | $8.60 |
| 26 | Northwest W. I. C. | Each | $4.30 |
| 27 | Riverside Health Center | Each | $5.16 |
| 28 | Southwest Multi Service Center | Each | $6.88 |
| 29 | Sunnyside Health Center | Each | $5.16 |
| 30 | Sunnyside Multi Service Center | Each | $5.16 |
| 31 | Third Ward Multi Service Center | Each | $5.16 |
| 32 | West End Health Center | Each | $5.16 |
| 33 | West End Multi Service Center | Each | $5.16 |
| 34 | Houston Permitting Center | Each | $78.32 |

| Bid Item # | Description of Service – Window-washing /Location | UOM | Unit Price Yr 1 |
|---|---|---|---|
| 1 | Acres Homes Multi Service Center | Each | $377.28 |
| 2 | Animal Regulation and Care (BARC) | Each | $173.98 |
| 3 | ARA - Parking Mgmt. | Each | $91.03 |
| 4 | Central Health Lab | Each | $0.00 |
| 5 | City Hall | Each | $938.65 |
| 6 | City Hall Annex | Each | $979.62 |
| 7 | Denver Harbor Multi-Service Center | Each | $245.00 |
| 8 | Environmental Health | Each | $101.14 |
| 9 | Fifth Ward Multi Service Center | Each | $60.69 |
| 10 | Fire Logistics Complex | Each | $200.28 |
| 11 | Fire Training Academy | Each | $101.14 |
| 12 | Health Administration Building | Each | $1,292.67 |



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| Bid Item # | Description of Service – Window-washing /Location | UOM | Unit Price Yr 1 |
|---|---|---|---|
| 13 | Hiram Clark Mulit-Service Center and Vinson Library | Each | $350.00 |
| 14 | Holcombe Lab | Each | $161.00 |
| 15 | Holcombe BSL3 Lab | Each | $150.00 |
| 16 | Jesse H. Jones Library | Each | $811.20 |
| 17 | John Peavy Senior Center | Each | $50.00 |
| 18 | Julia Ideson Library | Each | $1,192.86 |
| 19 | Kashmere Multi Service Center | Each | $107.22 |
| 20 | Kendall Branch Library | Each | $250.00 |
| 21 | La Nueva Casa de Amigo | Each | $377.28 |
| 22 | Library Administration Building | Each | $107.22 |
| 23 | Magnolia Health & Multi Service Center | Each | $107.22 |
| 24 | Metropolitan Multi Service Center | Each | $169.93 |
| 25 | Municipal Courts Building | Each | $375.00 |
| 26 | Northeast Multi-Service Center | Each | $200.00 |
| 27 | Northside Health Center | Each | $68.78 |
| 28 | Riverside Health Center | Each | $50.00 |
| 29 | Southwest Multi-Service Center | Each | $250.00 |
| 30 | Sunnyside Health Center | Each | $60.69 |
| 31 | Sunnyside Multi Service Center | Each | $74.85 |
| 32 | Third Ward - Mulit-Service Center | Each | $65.00 |
| 33 | West End Health Center | Each | $68.78 |
| 34 | West End Multi Service Center | Each | $99.12 |
| 35 | Houston Transtar | Each | $434.94 |
| 36 | Water Production Division | Each | $125.42 |
| 37 | Annex Training Building & Guard Shack | Each | $150.72 |
| 38 | Wastewater Lab | Each | $433.93 |
| 39 | Planning & Development | Each | $414.71 |
| 40 | East Water Purification Complex | Each | $787.95 |
| 41 | Spring Branch Complex | Each | $101.14 |
| 42 | Ardmore Complex | Each | $113.29 |
| 43 | Wastewater Complex | Each | $138.58 |
| 44 | 69th Street Wastewater Treatment Plant | Each | $161.83 |
| 45 | Southwest Wastewater Treatment Plant | Each | $125.42 |
| 46 | Utility Customer Service Main Building & Annex | Each | $266.02 |
| 47 | Utility Analysis (Plan & Dev) | Each | $70.80 |
| 48 | Utility Customer SVC | Each | $74.85 |
| 49 | Drinking Water Ops Sam Houston | Each | $91.03 |
| 50 | Drinking Water Ops Genoa Red Bluff | Each | $70.80 |
| 51 | Gragg Building | Each | $501.69 |
| 52 | Recreation and Wellness Bldg No. 3 (including Fleet offices and restrooms) | Each | $91.03 |
| 53 | Memorial Tennis Center | Each | $91.03 |
| 54 | Judson Robinson Jr. Recreation Center | Each | $377.28 |



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| Bid Item # | Description of Service – Window-washing /Location | UOM | Unit Price Yr 1 |
|---|---|---|---|
| 55 | Tidwell Recreation Center | Each | $207.35 |
| 56 | Sharpstown Recreation Center | Each | $189.15 |
| 57 | Love Recreation Center | Each | $377.28 |
| 58 | Candlelight Recreation Cemter | Each | $250.84 |
| 59 | Fonde Recreation Center | Each | $314.57 |
| 60 | Houston Garden Center | Each | $125.42 |
| 61 | Highland Recreation Center | Each | $200.28 |
| 62 | Linkwood Recreation Center | Each | $189.15 |
| 63 | Marion Recreation Center | Each | $189.15 |
| 64 | Stude Recreation Center | Each | $176.00 |
| 65 | Houston Permitting Center | Each | $566.82 |

| Bid Item # | Description of Service – Power-washing | Unit Price Yr 1 |
|---|---|---|
| 1 | Price Per Square Foot Vertical | $0.05 |
| 2 | Price Per Square Foot Horizontal | $0.13 |
| 3 | Cost + Material | Cost + 8.8 % |

| Bid Item # | Description Other Work Services – | Unit Price Yr 1 |
|---|---|---|
| 1 | Labor Straight Time – per hr. | $10.65 |
| 2 | Labor Overtime – per hr. | $16.00 |
| 3 | Labor Emergency – per hr. | $16.00 |



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**EXHIBIT "H"**
**FEES AND COSTS**

| Bid Item # | Description of Service - Janitorial/Location | UOM | Unit Price Yr 1 |
|---|---|---|---|
| 1 | Acres Homes Multi Service Center | Monthly | $1,315.20 |
| 2 | African American Library | Monthly | $1,304.05 |
| 3 | Airline WIC | Monthly | $438.83 |
| 4 | Alief W. I. C. | Monthly | $1,011.25 |
| 5 | Animal Regulation and Care (BARC) | Monthly | $1,080.82 |
| 6 | Braesner W. I. C. | Monthly | $504.39 |
| 7 | Carnegie Library | Monthly | $170.65 |
| 8 | Central Fleet Shop | Monthly | $255.90 |
| 9 | Central Health Lab | Monthly | $50.00 |
| 10 | De Madres A Mares, Inc. | Monthly | $223.48 |
| 11 | Denver Harbor MSC | Monthly | $2,581.08 |
| 12 | Eastex Freeway Fleet Shop | Monthly | $188.17 |
| 13 | Eastex Freeway Fleet Shop B | Monthly | $191.20 |
| 14 | Enviromental Health | Monthly | $585.51 |
| 15 | Fifth Ward Multi Service Center | Monthly | $876.76 |
| 16 | Fire Arson Building | Monthly | $296.33 |
| 17 | Fire Logistics Complex | Monthly | $1,345.31 |
| 18 | Fire Training Academy | Monthly | $700.78 |
| 19 | GSD North District Facilities | Monthly | $130.75 |
| 20 | GSD Plumbing Shop | Monthly | $52.30 |
| 21 | Health Administration Building | Monthly | $5,726.03 |
| 22 | Hiram Clark MSC & Vinson Library | Monthly | $3,526.00 |
| 23 | Holcombe Lab | Monthly | $510.00 |
| 24 | Holcombe BSL3 Lab | Monthly | $510.00 |
| 25 | Houston Permitting Center | Monthly | $10,881.27 |
| 26 | John Peavy Senior Center | Monthly | $438.40 |
| 27 | Judiway Fleet Shop | Monthly | $271.07 |
| 28 | Kashmere Multi Service Center | Monthly | $1,453.23 |
| 29 | Kendall Branch Library | Monthly | $1,131.36 |
| 30 | La Nueva Casa de Amigo | Monthly | $3,428.00 |
| 31 | Magnolia Health & Multi Service Center | Monthly | $1,994.98 |
| 32 | Metropolitan Multi Service Center | Monthly | $2,560.98 |
| 33 | Municipal Courts Building | Monthly | $5,302.73 |
| 34 | Neches Fleet Shop | Monthly | $576.10 |
| 35 | Northeast M.S.C. | Monthly | $767.17 |
| 36 | Northside Health Center | Monthly | $2,007.96 |
| 37 | Northwest W. I. C. | Monthly | $547.96 |
| 38 | Post Oak Fleet Shop | Monthly | $487.65 |
| 39 | Property Disposal Management Operations | Monthly | $197.59 |
| 40 | Riverside Health Center | Monthly | $1,305.50 |
| 41 | Sharpstown Health Center | Monthly | $1,141.03 |



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| Bid Item # | Description of Service – Janitorial/Location | UOM | Unit Price Yr 1 |
|---|---|---|---|
| 42 | Sunnyside Health Center | Monthly | $1,193.11 |
| 43 | Sunnyside Multi Service Center | Monthly | $2,068.96 |
| 44 | Third Ward Multi Service Center | Monthly | $1,917.84 |
| 45 | West End Health Center | Monthly | $1,686.66 |
| 46 | West End Multi Service Center | Monthly | $1,174.81 |
| 47 | Wheeler Fleet Shop | Monthly | $295.63 |
| 48 | Houston Transtar | Monthly | $1,386.87 |
| 49 | PWE Traffic Operations Div | Monthly | $1,211.14 |
| 50 | Gragg Building | Monthly | $3,312.74 |
| 51 | Recreation and Wellness Bldg No. 3 (including Fleet offices and restrooms) | Monthly | $1,337.09 |
| 52 | Memorial Tennis Center | Monthly | $1,254.92 |

| Bid Item # | Description of Service – Porter/Location | UOM | Unit Price Yr 1 |
|---|---|---|---|
| 1 | Acres Homes Multi Service Center | Monthly | $1,271.52 |
| 2 | African American Library | Monthly | $1,695.36 |
| 3 | Aldine W. I. C. | Monthly | $1,695.36 |
| 4 | Carnegie Library | Monthly | $1,271.52 |
| 5 | Central Health Lab | Monthly | $0.00 |
| 6 | Denver Harbor MSC | Monthly | $1,251.61 |
| 7 | Environmental Health | Monthly | $834.27 |
| 8 | Fifth Ward Multi Service Center | Monthly | $1,271.52 |
| 9 | Fire Logistics Complex | Monthly | $1,271.52 |
| 10 | Health Administration Building | with ci | $1,271.52 |
| 11 | Hiram Clark Multi Service Center & Vinson Library | Monthly | $1,271.52 |
| 12 | Holcombe Lab | Monthly | $1,271.52 |
| 13 | Holcombe BSL3 Lab | Monthly | $1,271.52 |
| 14 | Jesse H. Jones Library | Monthly | $9,338.47 |
| 15 | John Peavy Senior Center | Monthly | $423.84 |
| 16 | Kendall Branch Library | Monthly | $1,695.36 |
| 17 | La Nueva Casa de Amigo | Monthly | $1,695.36 |
| 18 | Magnolia Health & Multi Service Center | Monthly | $1,271.52 |
| 19 | Municipal Courts Building (2) porters | Monthly | $5,460.00 |
| 20 | Northeast M.S.C. | Monthly | $1,271.52 |
| 21 | Sharpstown Health Center | Monthly | $847.68 |
| 22 | Southwest Multi Service Center | Monthly | $1,271.52 |
| 23 | Houston Transtar | Monthly | $2,041.08 |

| Bid Item # | Description of Service – Recycling/Location | UOM | Unit Price Yr 1 |
|---|---|---|---|
| 1 | Acres Homes Multi Service Center | Each | $5.59 |
| 2 | Airline WIC | Each | $4.30 |
| 3 | Aldine W. I. C. | Each | $4.30 |
| 4 | Animal Regulation and Care (BARC) | Each | $17.20 |



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| Bid Item # | Description of Service – Recycling/Location | UOM | Unit Price Yr 1 |
|---|---|---|---|
| 5 | ARA - Parking Mgmt. | Each | $5.16 |
| 6 | Braesner W. I. C. | Each | $5.16 |
| 7 | Carnegie Library | Each | $5.16 |
| 8 | Central Health Lab | Each | $0.00 |
| 9 | Denver Harbor MSC | Each | $5.16 |
| 10 | Enviromental Health | Each | $4.30 |
| 11 | Fifth Ward Multi Service Center | Each | $5.16 |
| 12 | Fire Logistics Complex | Each | $17.20 |
| 13 | GSD North District Facilities | Each | $4.30 |
| 14 | Health Administration Building | Each | $25.80 |
| 15 | Hiram Clark Multi Service Center & Vinson Library | Each | $5.16 |
| 16 | Holcombe Lab | Each | $5.16 |
| 17 | Holcombe BSL3 | Each | $5.16 |
| 18 | John Peavy Senior Center | Each | $4.30 |
| 19 | Kashmere Mulit-Service Center | Each | $4.30 |
| 20 | Kendall Branch Library | Each | $0.00 |
| 21 | La Nueva Casa de Amigo | Each | $8.60 |
| 22 | Metropolitan Mult-Service Center | Each | $5.16 |
| 23 | Municipal Courts Building | Each | $25.80 |
| 24 | Northeast M.S.C. | Each | $8.60 |
| 25 | Northside Health Center | Each | $8.60 |
| 26 | Northwest W. I. C. | Each | $4.30 |
| 27 | Riverside Health Center | Each | $5.16 |
| 28 | Southwest Multi Service Center | Each | $6.88 |
| 29 | Sunnyside Health Center | Each | $5.16 |
| 30 | Sunnyside Multi Service Center | Each | $5.16 |
| 31 | Third Ward Multi Service Center | Each | $5.16 |
| 32 | West End Health Center | Each | $5.16 |
| 33 | West End Multi Service Center | Each | $5.16 |
| 34 | Houston Permitting Center | Each | $78.32 |

| Bid Item # | Description of Service – Window-washing /Location | UOM | Unit Price Yr.1 |
|---|---|---|---|
| 1 | Acres Homes Multi Service Center | Each | $377.28 |
| 2 | Animal Regulation and Care (BARC) | Each | $173.98 |
| 3 | ARA - Parking Mgmt. | Each | $91.03 |
| 4 | Central Health Lab | Each | $0.00 |
| 5 | City Hall | Each | $938.65 |
| 6 | City Hall Annex | Each | $979.62 |
| 7 | Denver Harbor Multi-Service Center | Each | $245.00 |
| 8 | Environmental Health | Each | $101.14 |
| 9 | Fifth Ward Multi Service Center | Each | $60.69 |
| 10 | Fire Logistics Complex | Each | $200.28 |
| 11 | Fire Training Academy | Each | $101.14 |
| 12 | Health Administration Building | Each | $1,292.67 |



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| Bid Item # | Description of Service – Window-washing /Location | UOM | Unit Price Yr 1 |
|---|---|---|---|
| 13 | Hiram Clark Mulit-Service Center and Vinson Library | Each | $350.00 |
| 14 | Holcombe Lab | Each | $161.00 |
| 15 | Holcombe BSL3 Lab | Each | $150.00 |
| 16 | Jesse H. Jones Library | Each | $811.20 |
| 17 | John Peavy Senior Center | Each | $50.00 |
| 18 | Julia Ideson Library | Each | $1,192.86 |
| 19 | Kashmere Multi Service Center | Each | $107.22 |
| 20 | Kendall Branch Library | Each | $250.00 |
| 21 | La Nueva Casa de Amigo | Each | $377.28 |
| 22 | Library Administration Building | Each | $107.22 |
| 23 | Magnolia Health & Multi Service Center | Each | $107.22 |
| 24 | Metropolitan Multi Service Center | Each | $169.93 |
| 25 | Municipal Courts Building | Each | $375.00 |
| 26 | Northeast Multi-Service Center | Each | $200.00 |
| 27 | Northside Health Center | Each | $68.78 |
| 28 | Riverside Health Center | Each | $50.00 |
| 29 | Southwest Multi-Service Center | Each | $250.00 |
| 30 | Sunnyside Health Center | Each | $60.69 |
| 31 | Sunnyside Multi Service Center | Each | $74.85 |
| 32 | Third Ward - Mulit-Service Center | Each | $65.00 |
| 33 | West End Health Center | Each | $68.78 |
| 34 | West End Multi Service Center | Each | $99.12 |
| 35 | Houston Transtar | Each | $434.94 |
| 36 | Water Production Division | Each | $125.42 |
| 37 | Annex Training Building & Guard Shack | Each | $150.72 |
| 38 | Wastewater Lab | Each | $433.93 |
| 39 | Planning & Development | Each | $414.71 |
| 40 | East Water Purification Complex | Each | $787.95 |
| 41 | Spring Branch Complex | Each | $101.14 |
| 42 | Ardmore Complex | Each | $113.29 |
| 43 | Wastewater Complex | Each | $138.58 |
| 44 | 69th Street Wastewater Treatment Plant | Each | $161.83 |
| 45 | Southwest Wastewater Treatment Plant | Each | $125.42 |
| 46 | Utility Customer Service Main Building & Annex | Each | $266.02 |
| 47 | Utility Analysis (Plan & Dev) | Each | $70.80 |
| 48 | Utlity Customer SVC | Each | $74.85 |
| 49 | Drinking Water Ops Sam Houston | Each | $91.03 |
| 50 | Drinking Water Ops Genoa Red Bluff | Each | $70.80 |
| 51 | Gragg Building | Each | $501.69 |
| 52 | Recreation and Wellness Bldg No. 3 (including Fleet offices and restrooms) | Each | $91.03 |
| 53 | Memorial Tennis Center | Each | $91.03 |
| 54 | Judson Robinson Jr. Recreation Center | Each | $377.28 |



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| Bid Item # | Description of Service – Window-washing /Location | UOM | Unit Price Yr 1 |
|---|---|---|---|
| 55 | Tidwell Recreation Center | Each | $207.35 |
| 56 | Sharpstown Recreation Center | Each | $189.15 |
| 57 | Love Recreation Center | Each | $377.28 |
| 58 | Candlelight Recreation Cemter | Each | $250.84 |
| 59 | Fonde Recreation Center | Each | $314.57 |
| 60 | Houston Garden Center | Each | $125.42 |
| 61 | Highland Recreation Center | Each | $200.28 |
| 62 | Linkwood Recreation Center | Each | $189.15 |
| 63 | Marion Recreation Center | Each | $189.15 |
| 64 | Stude Recreation Center | Each | $176.00 |
| 65 | Houston Permitting Center | Each | $566.82 |

| Bid Item # | Description of Service – Power-washing | Unit Price Yr 1 |
|---|---|---|
| 1 | Price Per Square Foot Vertical | $0.05 |
| 2 | Price Per Square Foot Horizontal | $0.13 |
| 3 | Cost + Material | Cost + 8.8 % |

| Bid Item # | Description Other Work Services – | Unit Price Yr 1 |
|---|---|---|
| 1 | Labor Straight Time – per hr. | $10.65 |
| 2 | Labor Overtime – per hr. | $16.00 |
| 3 | Labor Emergency – per hr. | $18.00 |



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**EXHIBIT "I"**
**PAY OR PLAY PROGRAM**

CITY OF HOUSTON
STANDARD SPECIFICATION
FORM POP 2 (DOCUMENT 00630)

OFFICE OF BUSINESS OPPORTUNITY
CERTIFICATION BY BIDDER
EFFECTIVE 7.1.07

# CERTIFICATION OF AGREEMENT TO COMPLY WITH PAY OR PLAY PROGRAM

Contractor Name: McLemore Building Maintenance Inc (Contractor/Subcontractor) $ 1,524,203.40 (Amount of Contract)

Contractor Address: 110 Fargo, Houston TX 77006

Project No.: [GFS/CIP/AIP/File No.] S46-L24175

Project Name: [Legal Project Name] Janitorial Cleaning & Associated Services for The Various Departments

In accordance with the City of Houston Pay or Play Program authorized by Ordinance 2007-534, Contractor agrees to abide by the terms of this Program. This certification is required of all contractors for contracts subject to the program. You must agree EITHER to PAY or to PLAY for each covered employee, including those of subcontractors subject to the program.

[X] Yes [ ] No Contractor agrees to Pay $1.00 per hour for work performed by covered employees under the contract with the City and to ensure compliance by covered subcontractors and contract labor to the terms of the Pay or Play Program.

[ ] Yes [X] No Contractor agrees to provide health benefits to each covered employee and ensure compliance by the covered subcontractors. The health benefits must meet the following criteria:
(1) the employer will contribute no less than $150 per employee per month toward the total premium cost; and
(2) the employee contribution, if any amount, will be no greater than 50% of the total premium cost and no more than $150 per month.

[ ] Yes [X] No Contractor agrees to pay on behalf of some covered employees and contract labor and play on behalf of other covered employees, in accordance with program requirements, including subcontractors' employees, if applicable. **(NOTE: IF YOU SELECT YES ON THIS OPTION PLEASE CHECK YES ON THE ABOVE TWO OPTIONS "AGREES TO PAY AND AGREES TO PROVIDE HEALTH BENEFITS")**

[X] Yes [ ] No If contract labor is utilized the Contractor agrees to report hours worked by the contract laborer and Pay $1.00 per hour for work performed.

[X] Yes [ ] No Contractor will comply with all provisions of the Pay or Play Program and will furnish all information and reports requested to determine compliance with program provisions.

[X] Yes [ ] No For Prime Contractors Only: Contractor will file compliance reports with the City, which will include activity for subcontractors subject to the program, in the form and to the extent requested by the administering department or the Office of Business Opportunity. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records.

| *Estimated Number of: | Prime Contractor | Sub-Contractor |
|---|---|---|
| Total Employees on City Job | 14 | 53 |
| Covered Employees | 0 | 0 |
| Non-Covered Employees | 14 | 53 |
| Exempt Employees | 0 | 0 |

*Required

I hereby certify that the above information is true and correct.

CONTRACTOR (Signature) June 27, 2012 DATE

Curtis McLemore Chief executive Officer
NAME AND TITLE (Print or type)