

Controller's Office

To the Honorable Mayor and City Council of the City of Houston, Texas:

I hereby certify, with respect to the money required for the contract, agreement, obligation or expenditure contemplated by the ordinance set out below that:

- Funds have been encumbered out of funds previously appropriated for such purpose.
- Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.
- Funds will be available out of current or general revenue prior to the maturity of any such obligation.
- No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.
- The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.
- A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated hereby by this reference.
- Other - Grant Funds Available

*Devin D. Parks*  
*Madeline P. Appel*

Date: June 19, 2009 City Controller of the City of Houston, Texas

FUND REF: 8300-1005-2000-521405 AMOUNT: \$87,917.05 ENCUMB. NO. 4500095562  
8300-520101  
521445

City of Houston, Texas Ordinance No. 2009-594

AN ORDINANCE DETERMINING THAT THE FORMAL TAKING OF COMPETITIVE BIDS IS NOT REQUIRED FOR THE WORK DESCRIBED HEREIN; AND AWARING A CONTRACT TO TIBH INDUSTRIES, INC. FOR CLEANING & JANITORIAL SERVICES FOR THE PUBLIC WORKS & ENGINEERING DEPARTMENT; MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Section 122.017 of the Human Resource Code of the Vernons Texas Codes Annotated (the "Code") which exempts contracts with certain nonprofit agency for blind or other severely disabled persons from formal competitive bids; and

WHEREAS, TIBH INDUSTRIES, Inc. is a nonprofit agency for blind or other severely disabled persons;

NOW, THEREFORE:

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:**

Section 1. The City Council adopts the determinations described in the preamble hereof and determines that the formal taking of competitive bids is not required for the work described herein and awards the Contract to Contractor described herein.

Section 2. The City Council hereby approves and authorizes the Contract, agreement or other undertaking described in the title of this Ordinance, in substantially the form as shown in the document which is attached hereto and incorporated herein by this reference. The Mayor is hereby authorized to execute such document and all related documents (including any related surety bonds) on behalf of the City of Houston. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 3. The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such contract, agreement, or other undertaking in the event of changed circumstances.

Section 4. The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contract without further authorization from Council.

Section 5. The total allocation for the contract, agreement or other undertaking approved and authorized hereby shall never exceed \$6,261,869.47 unless and until this sum is increased by ordinance of City Council.

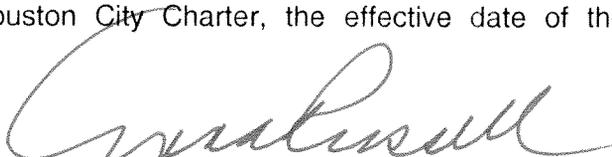
Section 6. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

**PASSED AND ADOPTED** this 24<sup>th</sup> day of June, 2009.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Mayor of the City of Houston

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is JUN 30 2009.

  
\_\_\_\_\_  
City Secretary

(Prepared by:  
Administration & Regulatory Affairs Dept.

Strategic Purchasing  
(Contact: Roy Breau)  
(Phone: 832-393-8728)

This Ordinance 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.

6-17-09

Shonda Wallace

Date

Legal Assistant

(Basic Form GMS159:AWARD-APPROV-SUPP. ALLOCAT. ORD.; Approved by City Attorney 10/95 \_\_\_\_\_)

AYE	NO	
✓		MAYOR WHITE
••••	••••	COUNCIL MEMBERS
✓		LAWRENCE
✓		JOHNSON
✓		CLUTTERBUCK
	ABSENT	ADAMS
✓		SULLIVAN
✓		KHAN
✓		HOLM
✓		GONZALEZ
✓		RODRIGUEZ
✓		BROWN
✓		LOVELL
	ABSENT	NORIEGA
✓		GREEN
✓		JONES
CAPTION	ADOPTED	

THE STATE OF TEXAS .

BID # L23042

ORDINANCE # \_\_\_\_\_

COUNTY OF HARRIS .

CONTRACT # \_\_\_\_\_

I. I. PARTIES

A. Address

**THIS AGREEMENT FOR CLEANING & JANITORAL SERVICES** ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a municipal corporation and **TIBH INDUSTRIES, 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

Contractor

City Purchasing Agent for Director  
of Public Works & Engineering Department  
City of Houston  
P.O. Box 1562  
Houston, Texas 77251

TIBH Industries, Inc.  
2600 South Loop West, Suite 475M  
Houston, Texas 77054  
Phone: 713-667-4900  
Fax: 713-667-4949

The Parties agree as follows:

B. Table of Contents

This Agreement consists of the following sections:

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**EXHIBITS**

- A. DEFINITIONS
- B. SCOPE OF SERVICES
- C. EQUAL EMPLOYMENT OPPORTUNITY
- D. DRUG POLICY COMPLIANCE AGREEMENT
- E. CERTIFICATION OF NO SAFETY IMPACT POSITIONS
- F. DRUG POLICY COMPLIANCE DECLARATION
- G. FEES AND COSTS

C. Parts Incorporated

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

D. Controlling Parts

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

E. Definitions

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

F. Signatures

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):

**TIBH INDUSTRIES, INC.**

By: \_\_\_\_\_

By: Wilford J. Scott

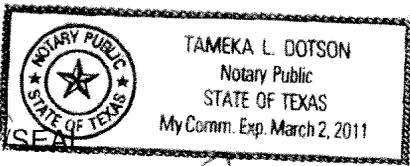
Name: TAMEKA DOTSON

Name: WILFORD J. SCOTT

Title: Notary Public

Title: SENIOR MARKETING MANAGER

Federal Tax ID Number: 74-1976051



ATTEST/SEAL

[Signature]

City Secretary

CITY OF HOUSTON, TEXAS

Signed by:

Bill White

Mayor

[Signature]

APPROVED:

COUNTERSIGNED BY:

[Signature]

Purchasing Agent

[Signature]

City Controller [Signature]

DATE COUNTERSIGNED

7-2-09

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.

6-17-09  
Date

[Signature]  
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 supervision, labor, tools, equipment, permits, parts, expendable items, material, and supplies necessary to perform the services described in Exhibit "B".

### 2.0 RELEASE

- 2.1 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.

### 3.0 INDEMNIFICATION

- 3.1 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:
  - 3.1.1 PRIME CONTRACTOR/SUPPLIER AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 2.1-3.2, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
  - 3.1.2 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND
  - 3.1.3 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.
  - 3.1.4 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS CONTRACT AND FOR FOUR YEARS AFTER THE CONTRACT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000.00 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.
- 3.2 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.

## **4.0 INDEMNIFICATION PROCEDURES**

- 4.1 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:
- 4.1.1 a description of the indemnification event in reasonable detail, and
  - 4.1.2 the basis on which indemnification may be due and
  - 4.1.3 the anticipated amount of the indemnified loss.
- 4.2 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.
- 4.3 Defense of Claims
- 4.3.1 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.
  - 4.3.2 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.

## **5.0 INSURANCE**

- 5.1 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 coverage in the following amounts:
- 5.1.1 Commercial General Liability insurance including Contractual Liability insurance:  
\$500,000 per occurrence; \$1,000,000 aggregate
  - 5.1.2 Workers' Compensation including Broad Form All States endorsement:  
Statutory amount
  - 5.1.3 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

5.1.4 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)

5.2 All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City. **CONTRACTOR SHALL GIVE 30 DAYS 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:

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

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

**6.0 WARRANTIES**

6.1 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.

6.2 With respect to any parts and goods furnished by it, Contractor warrants:

6.2.1 that all items are free of defects in title, material, and workmanship,

6.2.2 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,

6.2.3 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

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

**7.0 LICENSES AND PERMITS**

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

**8.0 COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE**

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

**9.0 MWBE COMPLIANCE**

9.1 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

N/A 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 Affirmative Action Division and will comply with them.

- 9.2 Contractor shall require written subcontracts with all MWBE subcontractors and shall submit all disputes with MWBEs to binding arbitration in Houston, Texas if directed to do so by the Affirmative Action Division Director. MWBE subcontracts must contain the terms set out in N/A. If Contractor is an individual person (as distinguished from a corporation, partnership, or other legal entity), and the amount of the subcontract is \$50,000 or less, the subcontract must also be signed by the attorneys of the respective parties.

## **10.0 DRUG ABUSE DETECTION AND DETERRENCE**

- 10.1 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.
- 10.2 Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):
- 10.2.1 a copy of its drug-free workplace policy,
  - 10.2.2 the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "D", together with a written designation of all safety impact positions, and
  - 10.2.3 if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "E".
- 10.3 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 "F". 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.
- 10.4 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.
- 10.5 Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

## **11.0 ENVIRONMENTAL LAWS**

- 11.1 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.

11.2 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.

**12.0 CITY'S CONTRACTOR PAY OR PLAY PROGRAM**

**NOT APPLICABLE**

**13.0 CONTRACTOR'S PERFORMANCE**

13.1 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.

**14.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS**

14.1 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.

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

14.3 Contractor shall defend and indemnify the City from any claims or liability arising out of Contractor's 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.

**III. DUTIES OF CITY**

**1.0 PAYMENT TERMS**

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

11.2 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.

**12.0 RESERVED**

**13.0 CONTRACTOR'S PERFORMANCE**

13.1 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.

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14.1 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.

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

14.3 Contractor shall defend and indemnify the City from any claims or liability arising out of Contractor's 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.

**III. DUTIES OF CITY**

**1.0 PAYMENT TERMS**

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

## 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 **\$87,917.05** 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 three (3) years after the starting date specified in the Notice to Proceed unless sooner terminated according to the terms of this Agreement.

##### **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.

##### **3.0 RENEWALS**

3.1 Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for two successive one-year terms on the same terms and conditions. If the Director/Chief of the City Department elects not to renew this Agreement, the City Purchasing Agent shall notify Contractor in written of non-renewal at least 30 days before the expiration of the then current term.

##### **4.0 TIME EXTENSIONS**

4.1 If 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 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 required or permitted by this Agreement must be in writing and are deemed delivered on the earlier of the date actually received or the third day following: (1) deposit in a United States Postal Service post office or receptacle; (2) with proper postage (certified mail, return receipt requested); and (3) addressed to the other party at the address set out in the preamble of this Agreement or at such other address as the receiving party designates by proper notice to the sending party.

## **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 3 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 therefore.

## **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.

"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 SERVICES**

**1.0 General:**

- 1.1 Contractor shall provide all management, supervision, labor, materials, supplies and equipment necessary for performance of cleaning and janitorial services, as described herein, for the Department of Public Works and Engineering. Service provided for under this contract covers all locations listed hereunder and any additional square footage and/or locations, which may be added. All work shall be performed in a professional manner, satisfactorily to the on-site Facility Manager or designated representative. Contractor shall employ cleaning personnel thoroughly trained in all phases of cleaning and janitorial services, techniques and safety, under this Contract.
- 1.2 Cleaning and Janitorial Services provided under this contract shall include, but not be limited to, office areas, restrooms, shower and locker areas, lobbies, conference rooms, janitor's closets, break-rooms, corridors, elevators, stairs, and outside walkways. Areas excluded from service shall include electrical and telephone closets, pipe space, air plenums, mechanical equipment rooms, and basement shop rooms, unless otherwise specified or directed by Facility Manager.

Contractor may be required to perform Emergency and/or Supplemental Cleaning and Janitorial Services, as described herein.

**2.0 Day Porter:**

- 2.1 Some facilities require day porter services. The day porter shall provide janitorial support during the facility's normal hours of operation, with a minimum of one (1) hour off for lunch. Janitorial support shall include, but not be limited to, ongoing cleaning up of miscellaneous spills and debris, 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 be checked twice daily and paper and debris removed. Day porter shall also complete tasks assigned by the Facility Manager or designated representative. The day porter may be used to move tables, chairs and other property. Porters shall be able to lift up to 50 pounds.
- 2.2 The day porter's requirements are above and beyond the requirements to be completed during the general cleaning performed after the normal hours of operation and shall **not** result in a decrease of the cleaning performed after the facilities close. The number of day porters or permanent labor hours allocated for a facility may be added or deleted upon written notification by the Purchasing Agent to the Contractor. This option will be exercised only after a notice requiring the change is received by the Purchasing Agent from the Director or a designee of the Department of Public Works and Engineering.

**3.0 Definitions and Standards for General Cleaning Requirements:**

**3.1 Sweeping**

- 3.1.1. floors shall be clean and free of dirt streaks and there shall be no dirt remaining in corners, behind doors, or where the dirt is picked up with the dustpan after the sweeping operation.
- 3.1.2. Wads of gum, tar, and other sticky substances shall be removed from all floors.
- 3.1.3. Furniture and equipment moved during the cleaning operation shall be replaced.
- 3.1.4. There shall be no trash or foreign matter under desks, tables or chairs.

- 3.2 Polishing and Wall Spotting
- 3.2.1. Doorknobs, push bars, kick plates, railings, doors and other surfaces shall be cleaned and polished to an acceptable luster.
- 3.2.2. Wall surfaces up to standing height shall be free of fingerprints, smudges, and other dirt spots of any kind.
- 3.3 Mopping
- a. Floors shall be free of loose and/or caked dirt particles and shall present an overall appearance of cleanliness after mopping operation.
- b. Walls, baseboards, and other surfaces shall be free of watermarks, scars from the cleaning equipment striking the surfaces, and splashings from the cleaning solution and rinse water.
- c. All surfaces shall be dry and the corners and crevices clean after mopping. Proper precautions shall be taken to advise building occupants of wet and/or slippery floor conditions.
- 3.4 Trash Removal
- a. All wastepaper baskets shall be emptied and in place, clean and ready for use.
- b. Trash, wastepaper and recycled paper shall be removed to designated collection points.
- 3.5 Vacuuuming
- a. Dirt shall not be left in corners, under furniture or behind doors.
- b. Baseboards, furniture, & equip. shall not be disfigured or damaged during cleaning operation.
- c. Furniture and equipment moved during the cleaning operation shall be replaced.
- d. There shall be no trash or foreign matter under desks, tables or chairs.
- 3.6 Dusting
- a. There shall not be any spots or smudges on the wall surfaces, caused by touching the wall with treated dust cloth.
- b. Grills and woodwork shall be dust-free after dusting. Dust shall be removed rather than merely pushed around.
- c. There shall not be any dust streaks on desks or other office equipment.
- d. Woodwork, after being dusted shall appear bright.
- e. Corners and crevices shall be free from any dust.
- f. Windowsills, door ledges, doorframes, door louvers, window frames, wainscoting, baseboards, and partitions shall be free of dust.
- 3.7 Damp-wiping
- a. Mirrors, door glass and all other glass that can be reached while standing on the floor, shall be clean and free of dirt, dust, streaks and spots.
- 3.8 Carpet Care
- a. Carpet shall be clean and free of dust, dirt and other debris.
- b. There shall be no trash or foreign matter under desks, tables or chairs.
- c. Carpet shall be spot cleaned with proper shampoo and equipment. Cleaning shall include the Bonnet System, if necessary, to remove stains, spots and gum.
- d. Carpet shall be shampooed nightly at some locations.
- e. Any furniture removed during carpet cleaning shall be replaced.
- 3.9 Drinking Fountain Cleaning
- a. Drinking fountains shall be clean and free of stains.
- b. Wall and floor around the fountain shall be free of spots and watermarks.
- c. All other surfaces of the fountain shall be free of spots, stains and streaks.

### 3.10 Stairway Cleaning

- a. Stair landings, steps and all corners of stair treads shall be free of loose dirt/dust streaks after sweeping.
- b. Stair railings, door moldings, ledges, and grills shall be free of dust after dusting operation.

### 3.11 Elevator Cleaning

- a. Interior surfaces shall be free of loose dirt and dust streaks.
- b. Handrails, controls and other surfaces shall be cleaned and polished. Walls shall be free of finger marks and other smudges
- c. Elevator walls shall be free of splash marks. Floors and corners shall be cleaned and maintained as applicable.

### 3.12 Restrooms, Shower and Locker Rooms Cleaning

#### 3.12.1 Collection of Used Towels and Other Trash

- a. All used towel receptacles shall be emptied.
- b. No trash shall be on the floor.
- c. Bags containing collected contents of sanitary receptacles shall be deposited in an approved large disposal container.

#### 3.12.2 Cleaning of Sanitary Receptacles

- a. All sanitary receptacles shall be emptied, cleaned both inside and out and contain liners.
- b. All sanitary receptacles shall be free of spots, stains and finger marks.
- c. All sanitary receptacles shall be free of odors.

#### 3.12.3 Cleaning of Toilet Room Fixtures

- a. All porcelain surfaces of washbasins, toilets, and urinals shall be free of dust, dirt spots, and stains.
- b. All toilet seats shall be left in a raised position after cleaning. Seats shall be free of spots, stains and seat hinges shall be free of green mold.
- c. Plumbing fixtures shall be free of green mold.
- d. Deodorant blocks shall be used.

#### 3.12.4 Cleaning of Supply Dispensers, Walls, Stall Partitions, Doors, Shelves, Mirrors and Floors

- a. All supply dispensers shall be clean and free of finger marks and water spots.
- b. All shelves and shelf brackets shall be free of gum, dust, fingerprints, and water spots.
- c. All mirrors shall be free of streaks, smudges, water spots, dust, lipstick smudges, and shall not be cloudy.
- d. Walls, stall partition, and doors shall be free of hand marks, dust, pencil marks, lipstick smudges, water streaks, mop marks, and green mold.

### 3.13 Wall Cleaning

- a. There shall be no spots remaining on walls or signs of overlapping.
- b. There shall be no smudge spots at point where cleaning of the lower and upper halves of the wall overlaps.
- c. No water shall be spilled on floor.
- d. Walls shall be uniformly clean all over.
- e. Woodwork on door, windows and moldings shall be clean.

### 3.14 Floor Mopping

#### 3.14.1 Preparation for Mopping

- a. Cleaning solutions, when used, shall be mixed thoroughly and in the proportions specified without spillage of either solution or rinse water.

- b. Proper precautions shall be taken to advise building occupants of wet and/or slippery floor conditions.
- c. Space mopped shall be properly prepared for the mopping operation by sweeping the floor area and cleaning floor of visible debris.

#### 3.14.2 Floor Mopping

- a. Mopping operation shall be performed in such a manner to properly clean the floor surface and care taken to ensure that the correct type and mixture of cleaning solution, if required, is used.
- b. All mopped areas shall be clean and free of dirt streaks, mop marks and strands, and properly rinsed and dry mopped to present an overall appearance of cleanliness.
- c. Walls, baseboards, and other surfaces shall be free of water marks, scars, or marks from the cleaning equipment striking the surfaces and splashings from the cleaning solutions.

### 3.15 Floor Waxing

#### 3.15.1 Preparation of Floor Area for Waxing

- a. Wax shall be stripped and floor area free of dirt and dissolved wax particles, cleaning material residue, streaks, mop strands, and otherwise thoroughly clean.
- b. Walls, baseboards, and other surfaces shall be free of water marks, scars, or marks from the cleaning equipment striking the surfaces and splashings from the cleaning solutions.
- c. All surfaces shall be mopped dry and the floor ready for the wax application. Floor shall be mopped with hot, clean water.

#### 3.15.2 Waxing

- a. Areas to be waxed shall be determined by Facility Manager or designee. Floor finish recommended for stone floors.
- b. Surfaces waxed shall have the proper type of wax or finish applied in accordance with floor manufacturer's recommendation.
- c. Wax shall be applied thinly, uniformly, and evenly in such a manner as to avoid skipping of areas, and be allowed to properly dry before polishing.
- d. Walls, baseboards, furniture, & other surfaces shall be free of wax residue & marks from equip.
- e. Waxed area shall be free of streaks, mop strand marks, skipped areas, and other evidence of improper wax application.

#### 3.15.3 Spray Buffing

- a. Only recommended finish shall be used - NO WAX.
- b. Floor surface shall be swept and damp mopped to remove all dirt. After floor is dry, a light spray mist of buffing compound shall be applied and floor shall be buffed with buffing pad to restore shine.
- c. Baseboards, furniture and equipment shall not be disfigured or damaged during buffing work.
- d. Finished area shall be polished (buffed) with a high speed buffer and be acceptable with a uniform luster, and free of extreme highlights from the brushes of the machines.

### 3.16 Floor Scrubbing

#### 3.16.1 Preparation for Floor Scrubbing

- a. Machine and other equipment shall be checked and readied for operation.
- b. Additions of motor oil, where required, shall be accomplished in a safe and careful manner to avoid spillage and overfilling.
- c. Cleaning solutions shall be mixed thoroughly and in proportions specified without undue spillage of either solution or rinse water.

### 3.16.2 Operation of Machine

- a. Mechanized equipment shall be operated only by authorized personnel having sufficient instructions as to the proper and efficient operation of equipment.
- b. Scrubbing machine shall be started and operated in a safe and reasonable manner.
- c. Care of the mechanized equipment shall be exercised at all times during its operation to avoid damage to personnel, building and equipment.

### 3.16.3 Floor Scrubbing and Rinsing

- a. Proper precautions shall be utilized to inform building occupants of wet and/or slippery conditions during the scrubbing operation.
- b. Scrubbing work shall be performed in such a manner as to properly clean the floor surface and care taken to ensure that the proper cleaning solution is used.
- c. All areas, including areas inaccessible to the machine and which are cleaned by means of deck scrubbing brushed and/or mops, shall be clean and free of dirt, water marks, and string; properly rinsed, and dry mopped to present an overall appearance of cleanliness.
- d. Walls, baseboard, and other surfaces shall be free of watermarks, scars from cleaning equipment striking the surfaces, and splashing from the cleaning solution and rinse water.

### 3.17 Furniture and Miscellaneous Arrangement

- a. All rug edges shall be replaced in proper position.
- b. All moved items of furniture and office equipment shall be returned to original position, unless otherwise directed by the Facility Manager.
- c. Care shall be exercised to avoid damage to facility and/or office equipment during movement of furniture, etc.

## 4.0 SCOPE OF WORK

### 4.1 General Cleaning - Five Times per Week

- 4.1.1 Empty and clean all wastebaskets, trash receptacles, etc. Damp dust or wet and dry polish as necessary. (Liners shall be placed in certain designated receptacles or wastebaskets.) Remove all trash and wastepaper to designated collection points. All boxes, bags, etc. in hallways marked "trash" shall be removed to the dumpster daily. Cardboard boxes shall be broken and deposited in large trash containers. Recyclable paper in small recycle containers shall be removed and emptied in large recycle container and wheeled to the collection area when full or as directed by the Facility Manager. **Empty all exterior trash and cigarette butt receptacles.**
- 4.1.2 Clean woodwork, doors, light switches and walls to remove smudges and fingerprints. Entry and conference room doors shall be polished to a satin luster, from top to bottom, on front and backsides.
- 4.1.3 Clean all glass doors and side lights, partition glass and glass furniture, including tables, credenzas, and desktops, as needed.
- 4.1.4 Clean and dust mini or venetian blinds where installed.
- 4.1.5 Clean and polish drinking fountains.
- 4.1.6 Clean sinks, brightwork and countertops in break-rooms.

#### 4.1.7 Restroom, Shower and Locker Room Cleaning

- a. All fixtures, including sinks, toilet bowls and urinals, showers, shall be scoured and disinfected using an approved solution and kept free of scale, rust, mold and stains at all times.
- b. All bright metal accessories, including hardware on plumbing fixtures, shelving, partitions, and dispensing accessories shall be cleaned and polished using an approved solution and free of streaks.
- c. Sanitary item receptacles shall be emptied, cleaned, liners replaced and disinfected with an approved solution. All other receptacles will be emptied and damp dusted on the inside.
- d. Soap, towel and tissue dispensers shall be cleaned, polished and refilled and free of streaks. Deodorant blocks shall be used.
- e. All mirrors shall be cleaned and polished clear, free of smudges, streaks, or water- marks. All ceramic tile surfaces shall be cleaned and polished with an approved solution, kept free of soap film, scale, rust, stains, streaks, and mold at all times.
- f. Clean and sanitize with **disinfectant** toilet partitions, counters and walls around wash basins.
- g. All walls and partitions shall be kept free of oil spots, smudges, streaks or foreign matter.
- h. Sweep, damp mop with **disinfectant** and take all necessary action to remove dirt, stains and spots from restroom floors.
- i. Mop, scrub and sanitize with **disinfectant** all restrooms and shower room floors nightly.

4.1.8 Stair-landings, steps and all corners shall be swept and mopped.

4.1.9 Sweep, damp mop and take all necessary action to remove scuff marks, spots, dirt, etc., from all vinyl composition tile floors, vinyl sheet covering floors, ceramic tile floor and brick paver floors. "All floors" shall include waiting areas, lobbies, hallways, corridors, conference rooms, restrooms, laboratories, shower rooms, break rooms, locker rooms, kitchenettes, kitchens and general office areas.

4.1.10 Sweep all exterior landings at main entrances, damp mop and take all necessary action, to remove stains, spots, dirt, etc. Also clean entrance mats where required.

4.1.11 Sweep and mop elevator floors and clean walls and doors.

4.1.12 Upholstery in reception areas, lobbies, waiting areas, etc. shall be spot cleaned or machine cleaned with proper chemicals to remove any spots or stains maintaining an overall uniform clean appearance. Upholstery shall also be vacuumed and wiped cleaned where required.

4.1.13 Vacuum all carpet and rugs.

4.1.14 Clean all carpeted areas and machine scrub and shampoo using the Bonnet System or spray bottle with spot cleaner when appropriate to remove stains and spots on a daily or nightly basis, when needed. Use ZEP Freeze or equal to remove gum from carpet and floors. Cleaning to include gum removal. Carpeted areas include conference rooms, waiting areas, lobbies, hallways, corridors and general office floors.

Apply spray buffing wax and spray buff all V.C. tile, brick paver, terrazzo, vinyl sheeting floors and other hard surface floors nightly or as directed by Facility Manager excluding only private offices and classrooms. "All floors" shall include waiting areas, lobbies,

hallways, corridors, laboratory hallways and building entrance floors. Excluding private offices and classrooms that contain V.C. tile. USE OF TREATED DUST MOP IN LIEU OF SPRAY BUFFING IS NOT ACCEPTABLE ON SOME FLOORING; HOWEVER, USE OF TREATED DUST MOP IN LIEU OF SPRAY BUFFING IS ACCEPTABLE ON CERAMIC FLOORS.

Parking lots at **4200 Leeland** and parking shed and lots at **22627 W. Shorewood Loop** shall be swept and/or blown out with power blower to remove dirt and debris.

4.2 General Cleaning - One Time Per Week

4.2.1 Vacuum upholstery and clean with upholstery cleaning machine when required.

4.2.2 Clean and dust all cabinets, files, chair rails, paneling, windowsills, trim and baseboards.

4.2.3 Dust wall picture frames and clean picture glass.

4.2.4 Dust and wipe clean all office furniture, fixtures, and desk accessories, as requested.

4.2.5 Dust exterior of lighting fixtures, air conditioning grills and vents throughout facility.

4.3 General Cleaning - One Time Per Month

Machine scrub to remove all dirt, rinse, apply wax (2 coats), as needed, and buff all V.C. tile floors, vinyl sheet covering floors, ceramic tile floors, and brick paver floors. Machine scrub ceramic floors using grout hog scrubber as necessary to remove all dirt and build-up from grout joints. "All floors" shall include conference rooms, waiting areas, lobbies, hallways, corridors and private offices, restrooms, shower rooms, locker rooms, break-rooms and kitchens.

Dust and spot clean where necessary all vertical surfaces such as walls, work stations, partitions, louvers, and surfaces not reached in daily, nightly or weekly cleaning.

Wash desk floor-mats, upon request.

4.4 General Cleaning - One Time per Quarter

All carpeted floors shall be shampooed with proper shampooing equipment (**not bonneting system**) once per quarter. Should normal shampoo methods fail to adequately clean carpet in these areas, a steam extractor shall be used.

4.5 General Cleaning - Two Times per Year

All V.C. tile, vinyl, and sheet covering, shall be completely stripped and re-waxed with two - three (2 -3) finish coats of wax. Ceramic floor tile, brick paver, and other hard surfaced floors **SHALL BE COMPLETELY STRIPPED AND SEALER FINISHED** with two - three (2 - 3) coats of finish. Machine- scrub all ceramic tile restroom and shower room floors using grout-hog as necessary to remove all dirt and build-up from grout joints. Restroom, shower room and locker room floors shall receive two (2) coats of sealer **AND FINISH**.

4.6 General Cleaning - Annually (One Time per Year)

High cleaning shall be done once a year. High cleaning consists of dusting and cleaning of exposed pipes and conduits, light fixtures, and lamps, tops and upper shelves of high file cabinets and other objects high enough to require a ladder. High cleaning is to include the thorough cleaning of all return and supply air diffusers. Diffusers are to be wiped, scrubbed and cleaned as necessary to remove all signs of caked on dust, dirt or deposits. High cleaning performed is defined as a height above eight feet.

**5.0 Locations and Cleaning Schedule:**

5.1 The cleaning and janitorial services detailed in this Exhibit "B", shall be performed at the following facilities and in accordance with the following schedule unless otherwise directed by the Facility Manager.

FACILITY	Address	Cleaning Period	Cleaning Days
1. Utility Customer Service Complex (1)	4200 Leeland		
a. Main Building		Day & Night	M – S
b. Annex Building		Day Only	M – F
2. Fleet Maintenance Support	100A Japhet Street		
a. Administrative Offices (1 <sup>st</sup> and 2 <sup>nd</sup> Floor)		Night Only	M – F
b. Lube Shop Offices		Night Only	M – F
c. Lube Shop		Night Only	M – F
3. Wastewater Operations & Trailer	4545 Groveway	Day Only	M – F
4. Wastewater Operations 69 <sup>th</sup> St. Admin. Bldg.	2525 S/SGT.M. Garcia	Day Only	M – F
a. Sludge Maintenance Building	2525 S/SGT M. Garcia	Day only	M - F
5. Sims South WWTP Operation Bldg. Sims South WWTP Engineering Bldg.	3100 Old Galveston Rd	Day Only	See Work Schedule
6. SW WWTP (Admin. Bldg.)	4211 Beechnut	Day Only	See Work Schedule
7. HESS and Maintenance Buildings	9500 Lawndale	Day Only	See Work Schedule
8. Alameda Sims WWTP (Op. & Maint. Bldg.)	12319 1/2 Alameda Rd	Day Only	See Work Schedule
9. Water Production Maint. Ardmore Complex	7000 (1 <sup>st</sup> floor) & 7004 Ardmore	Day Only	M – F
10 A. Water Production	7000 (2 <sup>nd</sup> floor)	Day Only	M-F
11. Water Quality Control	2627 W. Shorewood	Day or Night	One Day/Week
12. Systems Operations Complex	105 Sabine		
13. 12555 Clinton Complex			
a. Plt. I, Administration Building	12555 Clinton Dr.	Day Only	M – F
b. Plt. I, Laboratory	12555 Clinton Dr.	Day Only	M – F
c. Plt. I, Dist. Building	12555 Clinton Dr.	Night Only	One

			Day/Month
d. Plt. I, Filter Floor	12555 Clinton Dr.	Night Only	One Day/Week
e. Plt. I, Chlorine Building	12555 Clinton Dr.	Night Only	One Day/Month
f. Plt. I, Chemical I Building	12555 Clinton Dr.	Night Only	One Day/Month
g. Plt. II, Control Room	12555 Clinton Dr.	Night Only	M – F
h. Plt. II, Chemical I Building	12555 Clinton Dr.	Night Only	One Day/Month
i. Plt. II, Instrumentation	12555 Clinton Dr.	Night Only	M – F
j. Plt. II, Maintenance	12555 Clinton Dr.	Night Only	M – F
14. 2300 Federal Road Complex			
a. Sludge Dewatering Facility	2300 Federal Road	Day Only	M – F
b. Plt. III, Administration Building	2300 Federal Road	Day Only	M – F
c. Plt. III, Laboratory	2300 Federal Road	Night Only	M – F
d. Plt. III, Chlorine Building	2300 Federal Road	Night Only	One Day/Month
e. Plt. III, Dist. Pump Building	2300 Federal Road	Night Only	One Day/Month
f. Plt. III, Chemical Building II	2300 Federal Road	Night Only	One Day/Month
g. Plt. III, Chemical Building I	2300 Federal Road	Night Only	One Day/Month
15. 10500 Bellaire	10500 Bellaire	Day Only	M-F

5.2 Contractor's cleaning hours shall be established by the City. Cleaning schedules for holidays shall be mutually agreed upon by the City and the Contractor. Anticipated cleaning hours are as follows:

**8002 Airline**

Day cleaning hours between the hours of 8:00 a.m. and 4:00 p.m.; two days per week

**100 Japhet A-B-C**

Night cleaning hours will begin after 5:00 p.m., Monday through Friday. **No** day cleaning required at this complex.

**7101 Renwick (Fleet Maint)**

Day cleaning hours between the hours of 8:00 a.m. and 4:00 p.m.; two days per week

**801 Gillett**

Day cleaning between the hours of 7:00 a.m. until 4:00 p.m., Monday through Friday, five days per week.

**105 Sabine**

Day cleaning between the hours of 7:00 a.m. until 4:00 p.m., Monday through Friday, five days per week.

**7000 (1<sup>st</sup> floor) and 7004 Ardmore**

Day cleaning hours are 7:00 a.m. until 3:30 p.m., Monday through Friday.

**7000 Ardmore (2<sup>nd</sup> floor)**

Day cleaning hours are 9:00 a.m. until 5:00 p.m., Monday through Friday.

**12555 Clinton Drive Complex**

Day cleaning hours are 6:00 a.m. -2:00 p.m., Monday through Friday. Night cleaning hours will begin after 2:00 p.m., Monday through Friday. Some facilities will require cleaning one day per week or month -- see Section 10.0.

**2300 Federal Road Complex**

Day cleaning hours are 6:00 a.m. - 2:00 p.m., Monday through Friday. Night cleaning hours will begin after 6:00 p.m., Monday through Friday. Some facilities will require cleaning one day per week or month -- see Section 10.0.

**3100 Red Bluff**

Day cleaning hours are 7:00 a.m. until 4:00 p.m., Monday through Friday, five days per week.

**12121 N. Sam Houston Parkway (Admin)**

Day cleaning hours between the hours of 8:00 a.m. and 4:00 p.m.; two days per week

**12121 N. Sam Houston Parkway (OPNS)**

Day cleaning hours between the hours of 8:00 a.m. and 4:00 p.m.; two days per week

**22627 W. Shorewood Loop**

Day cleaning hours between the hours of 8:00 a.m. and 4:00 p.m.; one day per week, Monday - Friday.

**4211 Beechnut –Admin & Electrical**

Day cleaning between the hours of 8:00 a.m. - 4:00 p.m., three days each week.

**10500 Bellaire**

Day cleaning hours are 7:00 a.m. until 4:00 p.m., Monday through Friday, five days per week.

**7440 Cullen**

Day cleaning between the hours of 8:00 a.m. - 4:00 p.m., three days each week.

**12319 1/2 Alameda Road Complex (Admin & Maint.)**

Day cleaning between the hours of 8:00 a.m. - 4:00 p.m., two days each week.

**4545 Groveway**

Day cleaning hours are 7:00 a.m. until 4:00 p.m., Monday through Friday

**4545 Groveway (trailer)**

Day cleaning hours, three (3) hours per day, Monday through Friday

**4545 Groveway (trailer 2)**

Day cleaning hours, three (3) hours per day, Monday through Friday

**9500 Lawndale Complex**

Day cleaning between the hours of 8:00 a.m. - 4:00 p.m. Five days each week.

**5423 Mangum**

Day cleaning between the hours of 8:00 a.m. - 4:00 p.m. Three days each week.

**3100 Old Galveston Road Complex**

Day cleaning between the hours of 8:00 a.m. - 4:30 p.m. Two days each

**69th Street S/Sgt. Macario Garcia-Admin**

Day cleaning between the hours of 7:30 a.m. until 4:30 p.m. Monday through Friday. Two days per week

**2525 69<sup>th</sup> ST S/Sgt. Macario Garcia- 69th Street-Sludge**

Day cleaning between the hours of 7:30 a.m. until 4:30 p.m. Monday through Friday. One day per week.

**100A Japhet Complex**

Night cleaning hours will begin after 5:00 p.m., Monday through Friday. **No** day cleaning required at this complex

**9400 White Chapel**

Day cleaning hours between the hours of 8:00 a.m. and 4:00 p.m.; two days per week

**4200 Leeland Complex:**

**Main Building**

Day cleaning hours are 7:00 a.m. until 4:30 p.m., Monday through Friday. Nightly cleaning hours will begin after 5:00 p.m., Monday through Friday and after 1:00 p.m., on Saturday.

**Annex Building**

Day cleaning hours are 7:00 a.m. until 5:00 p.m., Monday through Friday. No night cleaning required at the Annex and Training buildings.

**3300 Main**

Day cleaning hours are 7:00 a.m. until 4:00 p.m., Monday through Friday, five days per week.

**2102 Austin**

Day cleaning hours are 7:00 a.m. until 4:00 p.m., Monday through Friday, five days per week.

**5711 Neches**

Day cleaning hours between the hours of 8:00 a.m. and 4:00 p.m.; two days per week

**319 St. Emanuel**

Day cleaning hours are 7:00 a.m. until 4:00 p.m., Monday through Friday, five days per week.

**2700 Dalton (1<sup>st</sup> Floor)**

Day cleaning hours between the hours of 8:00 a.m. and 4:00 p.m.; five days per week

**NOTE 1:** Cleaning between the hours of means that the cleaning will take place “at some point” that day between the stated hours.

**NOTE 2:** If cleaning is less than five days per week, the days of cleaning will be defined by the City of Houston Building Manager.

## 6.0 Paper Products, Supplies, Materials and Equipment:

### 6.1 General

Contractor shall furnish all cleaning and janitorial supplies, materials and equipment, unless otherwise specified, necessary to perform the Cleaning and Janitorial Services specified under this contract. Contractor shall be familiar with specifications of existing paper product holders or dispensers and provide products accordingly. The City shall **not** reimburse the Contractor for any dispensers or holders purchased for any facility without prior written approval from the Facility Manager. The Facility Manager reserves the right to reject any and all supplies.

### 6.2 Paper Products

Contractor shall provide pricing for services with and without the supply of paper products. Paper products shall mean all paper towels and toilet paper. Pricing for paper products excludes toilet seat covers. Paper products shall be pre-approved by the Department prior to delivery to the facilities.

### 6.3 Supplies and Materials

- a. The Contractor shall furnish all plastic goods to be used in the restrooms, offices, break rooms, conference rooms, waiting areas, lobbies and any other areas where trash and debris is collected. Plastic goods shall mean leak-proof plastic bags for wastebaskets and trash receptacles, large trash collection bags, and leak-proof plastic drop cloths used as carpet and floor protectors in collection of trash and debris.
- b. Contractor shall furnish all cleaning materials such as soaps, detergents, disinfectants, scouring powders, polishes, waxes, and all other cleaning or buffing agents (except where otherwise specified). These materials shall be of good quality and acceptable to the City. The Contractor shall provide a comprehensive list of all cleaning chemicals for maintaining V.C. tile, vinyl sheet floor covering, ceramic tile, brick paver and carpeted floors. Also include specialized cleaning chemicals for removing gum, spots, water stains, restroom disinfectants, etc. Contractor shall be liable for any and all damages caused by the use of improper cleaning materials.
- c. Contractor shall also provide lotion hand soap for restrooms at each facility. Lotion hand soap shall consist of alcohol sulfates, emollients and foam stabilizers with a non-irritating pH of 7 or less. The hand soap shall be capable of removing soil in hot, cold or hard water and rinseable with a pleasant fragrance. Contractor shall supply toilet seat covers.

### 6.4 Equipment

Contractor shall furnish equipment of commercial quality; of sufficient quantity to insure all services required are completed as scheduled; and shall maintain equipment in good, safe working order. Equipment shall mean all tools and machines normally used in cleaning operations and shall include, but is not limited to, the following: buffing machines, floor scrubbers, vacuum cleaners, wet mops, dust mops, floor brooms, dust pans, pails, dust cloths, sponges, cleaners cart, trash carts, extractors, etc. Vacuum cleaners must be of motor-driven brush and beater bar types. Contractor must issue basic equipment for each facility. Basic equipment shall not include major equipment such as buffers, shampoo machines, extractors, upholstery cleaning machines, etc. Contractor shall provide a list of all machinery and equipment including manufacture model numbers for each. Storage location for each major piece of equipment shall be provided by Contractor.

**7.0 Storage of Paper Products, Supplies, Materials and Equipment:**

All paper products, supplies, materials, and equipment furnished by the Contractor shall be stored in a secure, enclosed storage area designated and provided by the City. Sufficient quantities of supplies, materials, and equipment shall be maintained in the janitor's closets on individual floors for routine needs. The Contractor shall have the responsibility for care and custody of all paper products, supplies, materials and equipment. All Contractor storage spaces are to be kept in a neat and clean condition and are subject to inspection by the City.

**8.0 Waste Disposal:**

The City of Houston shall be responsible for providing a dumpster at each facility for waste disposal. Contractor shall be responsible for bagging all trash generated in the building the course of normal operations. The Contractor shall dispose of all bagged trash at trash collection areas. Large corrugated paper boxes are to be torn down and disposed of at the trash collection areas. Recycled paper shall be disposed of in recycled containers provided by the City.

**9.0 Workmanship:**

All cleaning shall be performed in a first class workmanship manner in conformance with this Exhibit "B", and to the satisfaction of the Facility Manager. The Contractor shall employ necessary supervisors who shall be in attendance while cleaning services are being performed. Contractor's Representative, who shall be required to contact the City's designated representative, must be able to speak, understand, read and write the English language.

**10.0 Work Schedules:**

Contractor shall provide the Department of Public Works and Engineering with an advanced six-month cleaning schedule, outlining all daily, monthly, quarterly and semi-annual work scheduled for each facility. Cleaning schedules shall be clear and well defined. Contractor shall submit the six-month schedule, for approval by the City, at the Pre-Work Conference, and **annually**, thereafter, for the term of the contract, unless otherwise directed by the Facility Manager. A copy of the schedules shall be forwarded to the Service Contract Section, located at 319 St. Emanuel.

**11.0 Daily Inspections:**

Contractor shall develop a Daily Inspection Form for each facility, similar to the form outlined in Attachment "A". Contractor shall submit the Daily Inspection Form, for approval by the City, at the Pre-Work Conference. The Daily Inspection Form shall be used by Facility Manager to perform daily inspections. Facility Manager and Contractor shall sign the form after each inspection. Contractor shall correct all deficiencies noted on the form the same day of receipt of report or the next day, as directed by the Facility Manager. Payment shall not be made until Contractor corrects deficiency. Continuous failure to correct deficiencies on the same or next day may result in termination of contract. Facility Manager shall maintain copies of all Daily Inspection Forms and forward copies monthly to the Service Contract Section. Contractor shall maintain all originals.

**12.0 Daily Reporting:**

Contractor shall develop a Daily Report Log, similar to the form outlined in Attachment "A". Contractor shall submit the Daily Report Log, for approval by the City, at the Pre-Work Conference. All Contractor's employees shall sign in and out daily on the Sign-In Sheet at the appropriate Guard Station, where required, and on the Daily Report Log. Facility Manager shall maintain copies of all Daily Report Log and forward copies monthly to the Service Contract Section. Contractor shall maintain all originals. The Daily Report Log must contain the following information:

- a. Discrepancies from the routine work scheduled and an explanation of the circumstances

involved.

- b. Any property or equipment not in a serviceable or operating condition, e.g., paper product dispensers, toilets, urinals, leaky faucets, etc., listed by description and location.
- c. Damage, vandalism or broken windows, listed by description and location.
- d. All minor problems and/or complaints may be handled directly between the Contractor's supervisor and the Facility Manager. A summary of the incident and resolution shall be contained in the Daily Report Log.

All Contractors' employees shall log in and out individually, on the Daily Report Log. Employees shall log in and out for any breaks or meal periods. All minimum daily work-hour requirements listed in this contract must be documented entries, made as described herein. ***Failure to comply will result in non-payment for work-hours not reported.***

### **13.0 Lighting and Lock-Up (Night Cleaning):**

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 custodian shall check each area and turn off lights in all unoccupied areas. Lights 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. Contractor shall submit and utilize a procedure for resolving thefts, lost key coverage, etc. Contractor shall be responsible for ensuring maximum security integrity among his/her staff, and may be responsible for setting the security alarm upon completion of each work shift, if applicable.

### **14.0 Uniforms and Badges:**

Contractor's personnel, including supervisors, shall wear distinctive uniform clothing with the Contractor's name affixed for ready identification. Uniforms shall be clean and in good condition. Contractor shall ensure that every employee has an identification badge, which includes the company name and/or logo and the employee name, before the employee enters any City facility. Contractor's personnel shall carry or wear their badges with them while on duty and present upon request. Facility Manager shall periodically verify badges of Contractor's employees with its personal identification. All subsequent new employees shall be in uniform no later than ten working days from the date an employee first enters on duty. The Contractor shall provide, at minimum, either a full uniform (for daytime personnel) and a jacket smock (for evening personnel).

### **15.0 Safety:**

- 15.1 Contractor shall hold a safety meeting with its employees on a monthly basis. At the safety meeting, 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 prepare a written report and provide the Facility Manager with a copy of the report within fifteen (15) days after the meeting.
- 15.2 Contractor shall be responsible for maintaining a notebook at each site containing Material Safety Data Sheets (MSDS) for all cleaning chemicals used. If the Contractor wants or needs to switch products from those for which they have submitted MSDS's, Contractor must submit the MSDS for the new product for review and approval prior to making the change. Contractor shall also affix Hazardous Material Information (HMI) stickers to each cleaning chemical used.

### **16.0 Contractor's Liability:**

- 16.1 In addition to any insurance required by statute or City Ordinance, Contractor shall be liable to the City for any damage caused to the property of the Department of Public Works and Engineering property. Contractor is likewise liable for any individual harm or accident caused by Contractor that may occur in the course of performance of cleaning City facilities. Liability includes the loss or destruction of personal property of City employees.
- 16.2 The Contractor shall be responsible for providing Safety Equipment such as gloves, dust masks, etc., to its employees.

The Contractor is strictly prohibited from allowing anyone, other than City of Houston employees and Contractor's personnel, entry to City buildings without the expressed written permission from the Facility Manager. The Director (or Designee) of the Department of Public Works and Engineering may require dismissal from work any employee who is deemed incompetent or is identified as a potential threat to the health, safety, security, general well being or operational mission of the facilities and their population. Each employee of the Contractor shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an alien Registration Receipt Card Form 1-51. The Contractor shall not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176.

#### **17.0 OSHA Guidelines on Blood Pathogens:**

The Contractor shall comply with the OSHA Standard 29CFR1910.1030 Blood borne Pathogens, as it pertains to the training, safety and equipment needed for all employees engaged in custodial service. The Contractor shall be responsible for compliance on date of Contract award and shall provide proof to the Department of Public Works and Engineering at the Pre-Work Conference.

#### **18.0 Emergency and Supplemental Labor:**

18.1 If emergency situations arise, i.e., roof leaks, busted water pipes, etc., the City may request additional emergency service 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. Emergency clean up of floors shall include, but not be limited to carpet, tile, terrazzo or synthetic floors Contractor's response time to an emergency request shall be within four (4) 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, materials and equipment. All invoices shall indicate exact description of work performed, number of labor hours and number of workers utilized to perform service.

18.2 Supplemental labor may be requested for special clean-up needs including but not limited to deep carpet cleaning (not covered under General Cleaning Requirements); make-ready cleaning of buildings which require special attention (make-ready cleaning shall mean cleaning above and beyond specifications) and effort to restore building to maintainable conditions; machine cleaning upholstery throughout facility, special cleaning facilitated by furniture moves and/or building repairs, etc. Such requests shall be submitted to the Contractor by the City, **in writing**, at least forty-eight (48) hours in advance of the performance date. All supplemental labor requests shall be for a minimum of two (2) hours. Supplemental labor costs will be based on a **per hour rate**, inclusive of all supervision, labor, supplies, materials and equipment.

18.3 Payment for emergency and supplemental labor shall be computed as follows: 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. For example, if emergency service is completed within 25 minutes, the Contractor shall invoice the City for one hour and will be paid accordingly. Should the time required to complete the work exceed one hour, Contractor shall be paid in 15-minute increments after the first hour. For example, if emergency service is completed in one hour and five minutes, the Contractor shall invoice the City for one hour and fifteen minutes and will be paid accordingly.

#### **19.0 Payment and Invoicing:**

##### **19.1 Payment**

The unit of measurement for cleaning and janitorial services shall be per month. All work performed shall be paid for at unit bid price which will be full compensation for furnishing all

labor, equipment, and incidentals necessary to complete work. **Payment may be held by the City should the Contractor fail to meet cleaning requirements specified in this Exhibit "B."**

19.2 Invoicing

All invoices shall be submitted in triplicate (one original and two copies.) All invoices shall be original invoices or certified original invoices on Contractor's company stationery with the original signed by an authorized agent of the company. Payment of invoices will be made within 30 days of receipt of invoices, unless there is a bona fide dispute between the City and the Contractor concerning the supplies, materials, equipment delivered, or Cleaning and Janitorial Services performed. The City reserves the right to review all invoices received for accuracy and compliance with the terms, conditions and fee schedule of this contract. The City further reserves the right to reject invoices received without proper documentation where applicable.

**Invoices shall contain the following information:**

- a. City Contract No. and Ordinance No.
- b. Facility Name and/or Address where services provided.
- c. Date and time services provided.
- d. Description of services provided.
- e. Cost for service provided, in accordance with the Fee Schedule.
- f. Any additional work (Emergency or Supplemental) shall be itemized to show the name of the Contractor's employee(s), date, times of service, total number of labor hours completed a copy of written authorization.
- g. Total invoice cost.

**Contractor shall mail all invoices to the following address:**

City of Houston  
Department of Public Works and Engineering  
Service Contract Accounting  
P.O. Box 61449  
Houston, Texas 77208-1449

19.3 Payment to TIBH (Texas Industries for Blind and Handicapped)

The Provider hereby assigns all payments due it by the City to TIBH. The City shall make payment directly to the TIBH on behalf of the Provider. Payments are generally made within thirty days of receipt of each invoice submitted by the Provider. No liability shall attach to the City by Provider's assignment to the TIBH. The TIBH shall compensate the Provider in a timely manner commensurate with receipt of payment from the City.

**20.0 Alteration of Work:**

The City reserves the right to make alterations in specific work hours as may be found necessary or desirable. The City will make arrangements to cover unforeseen circumstances, which make it impossible to carry out the work in accordance with the original contract plan and specifications.

**21.0 Additions and Deletions:**

21.1 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, locations and/or services to the list of equipment, locations and/or services to be performed. Any such written notice shall take effect on the date stated in the notice from the City. Equipment, locations and/or services added will be subject to the contract services and charges or rates as an item already specified in the fee schedule. In the event the additional equipment, locations and/or service is not identical to any item already under contract, the charges therefore will then be the Contractor's normal and customary charges or rates for the equipment, locations and/or services classified in

the fee schedule.

21.2 Initial Services

Whenever facilities are added to the contract, the Contractor shall perform the entire Scope of Work within forty-five (45) days upon issuance of the Notice to Proceed by the Purchasing Agent. Should a longer period of time be required, the Contractor shall obtain written approval from the City. The Contractor shall determine priority areas which require immediate attention, and coordinate schedules with the Contract Administrator at each location. Contractor shall complete the entire Scope of Work.

22.0 Pre-Work Meeting:

Successful Contractor shall be required to attend a Pre-Work Meeting, no less than one (1) week prior to the contract start date, unless otherwise directed by the City. The Contractor shall submit clear and well-defined cleaning schedules within ten (10) days after the Pre-Work Meeting.

Contractor shall submit the following required forms in accordance with Sections 11.0 and 12.0 of this Exhibit "B".

- a. Daily Inspection Form
- b. Daily Report Log

22.1 Contractor shall present, for Department approval, samples of all paper products and lotion soaps it proposes to provide under this contract.

**NOTE:** Contractor shall be familiar with specifications of existing paper product holders or dispensers and provide products accordingly. The Contractor shall note that the City shall **not** reimburse the Contractor for any dispensers or holders purchased for any facility without the prior written approval from the Department. The Contractor shall provide any revisions to his/her machinery and equipment list, including manufacture model numbers for new pieces.

23.0 End of Contract Review:

Approximately ten (10) days prior to the end of the contract, Contractor and the Facility Manager will schedule and perform a walk through of each facility to review cleanliness. If the cleanliness level of a facility is below that of the cleanliness standards established by this contract, the City will hold the last monthly payment for that facility until the cleanliness standards are met. The decision of the Facility Manager will govern.

24.0 Minimum Wage Changes:

If, during the term of this agreement, there is legislation enacted regarding an increase or increases in the minimum wage law, Contractor may submit a request(s) for increase in the fee(s) to the Purchasing Agent for consideration, provided such request is accompanied by documentation as requested by the Purchasing Agent verifying that Contractor's employees' salaries were increased accordingly.

The City may choose to appropriate additional amounts and increase the total fee by authorizing an amendment to this Contract executed by both parties; or the City may refuse to appropriate the additional amount and terminate the Contract.

25.0 Other Terms and Conditions:

25.1 Contractor's failure to satisfactorily perform at any facility **shall be** grounds for finding the Contractor in default and endangerment of termination of the **entire** contract.

25.2 Contractor assumes the risk of, and shall be responsible for any loss or destruction of, or damage to City property. Likewise, the Contractor shall be responsible for loss or destruction of, or damage to City property that results from willful misconduct or lack of good faith on the part of the Contractor's personnel. In assumption of such risk the Contractor shall ensure all contract employees be bonded.

**26.0 Estimated Quantities Not Guaranteed:**

The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of cleaning & janitorial services during the term of this contract. The quantities may vary depending upon the actual needs of the user 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/requiring all the quantities specified herein.

**27.0 Warranty Of Services:**

a) *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.

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

b) 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.

c) 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.

d) If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

**28.0 Payment to TIBH (Texas Industries for Blind and Handicapped)**

The Provider hereby assigns all payments due it by the City to TIBH. The City shall make payment directly to the TIBH on behalf of the Provider. Payments are generally made within thirty days of receipt of each invoice submitted by the Provider. No liability shall attach to the City by Provider's assignment to the TIBH. The TIBH shall compensate the Provider in a timely manner commensurate with receipt of payment from the City.

**29.0 ADDITIONS & DELETIONS:**

29.1 The City, by written notice from the City Purchasing Agent to the Contractor, at anytime during the term of this contract, may add or delete like services/equipment to be performed. Any such written notice shall take effect on the date stated in the notice from the City. Equipment, locations and/or services added will be subject to the contract services and charges or rates as an item already specified in the fee schedule. In the event the additional service is not identical to any item already under contract, the charges therefore will then be the Contractor's normal and customary charges or rates for the equipment, locations and/or services classified in the fee schedule.

**30.0 ESTIMATED QUANTITIES NOT GUARANTEED:**

30.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of fuel tanker and trailer services during the term of

this contract. The quantities may vary depending upon the actual needs of the user 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 requiring all the quantities specified herein.

31.0 **WARRANTY OF SERVICES:**

- 31.1 *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.
- 31.2 "Correction" as used in this clause, means the elimination of a defect.
- 31.3 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.
- 31.4 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.
- 31.5 If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

**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"**  
**DRUG POLICY COMPLIANCE AGREEMENT**

I, WILFORD J. SCOTT SR. MARKETING MANAGER as an owner or officer of  
(Name) (Print/Type) (Title)  
TIBH INDUSTRIES, INC. (Contractor)  
(Name of Company)

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 11 JUNE 2009

Contractor Name TIBH IND. INC.

Signature Wilford J. Scott

Title SENIOR MARKETING MANAGER

EXHIBIT "E"

Contractor's Certification Of No Safety Impact Positions  
In Performance Of A City Contract

I, WILFORD J. SCOTT SENIOR MARKETING MANAGER  
(Name)(Print/Type) (Title)

as an owner or officer of TIBH INDUSTRIES 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.

11 JUNE 2009  
Date

TIBH INDUSTRIES INC.  
Contractor Name

Wilford J. Scott  
Signature

SENIOR MARKETING MANAGER  
Title

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

I, \_\_\_\_\_ as an owner or officer of  
(NAME) (PRINT/TYPE)

\_\_\_\_\_ (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 "F"**  
**DRUG POLICY COMPLIANCE DECLARATION**

I, WILFORD J. SCOTT SR. MARKETING MANAGER as an owner or officer of  
(Name) (Print/Type) (Title)

TIBH INDUSTRIES INC (Contractor or Vendor)  
(Name of Company)

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

This reporting period covers the preceding 6 months from 1 DEC 2008 to 31 MAY, 2009.

WJS  
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).

WJS  
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.

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

WJS  
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 NONE.

WJS  
Initials From 1 DEC 2008 to 31 MAY 2009 the following test has occurred  
(Start date) (End date)

	Random	Reasonable Suspicion	Post Accident	Total
Number Employees Tested	0	0	0	0
Number Employees Positive	0	0	0	0
Percent Employees Positive	0	0	0	0

WJS  
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.

WJS  
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.

11 JUNE 2009  
(Date)

WILFORD J. SCOTT  
(Typed or Printed Name)  
Wilford J. Scott  
(Signature)

# Exhibit G Fee Schedule

JANITORIAL SERVICES - TIBH CONTRACT PWE'S LOCATION LIST	Monthly Billing Rate				
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
<b>FLEET LOCATIONS</b>					
8002 AIRLINE	\$ 496.95	\$ 546.64	\$ 590.37	\$ 625.80	\$ 675.86
100 JAPHET ( A-B-C)	\$ 1,304.06	\$ 1,434.46	\$ 1,549.22	\$ 1,642.17	\$ 1,773.55
7101 RENWICK (FLEET MAINT)	\$ 563.35	\$ 619.69	\$ 669.26	\$ 709.42	\$ 766.17
801 GILLETT	\$ 1,886.05	\$ 2,074.65	\$ 2,240.63	\$ 2,375.06	\$ 2,565.07
<b>HOU DRINKING WATER OPS</b>					
105 SABINE	\$ 2,281.05	\$ 2,509.15	\$ 2,709.89	\$ 2,872.48	\$ 3,102.28
7000 ARDMORE	\$ 5,630.30	\$ 6,193.33	\$ 6,688.79	\$ 7,090.12	\$ 7,657.33
7004 ARDMORE COMPLEX	\$ 3,266.45	\$ 3,615.09	\$ 3,904.30	\$ 4,138.56	\$ 4,469.65
12555 CLINTON DR (EWPP)	\$ 3,401.32	\$ 3,741.45	\$ 4,040.76	\$ 4,283.21	\$ 4,625.87
2300 FEDERAL RD (EWPP)	\$ 3,094.92	\$ 3,404.41	\$ 3,676.76	\$ 3,897.37	\$ 4,209.16
3100 GENOA RED BLUFF (SEWPP)	\$ 2,216.56	\$ 2,438.22	\$ 2,633.28	\$ 2,791.27	\$ 3,014.58
12121 N SAM HOUSTON (# 1- OPERATIONS)	\$ 735.37	\$ 808.91	\$ 873.62	\$ 926.04	\$ 1,000.12
12121 N SAM HOUSTON (# 2- EDUCATION)	\$ 349.37	\$ 384.31	\$ 415.05	\$ 439.95	\$ 475.15
22627 SHOREWOOD	\$ 625.49	\$ 688.03	\$ 743.08	\$ 787.66	\$ 850.67
<b>WASTE WATER OPS</b>					
4211 BEECHMENUT BLDG (ADMIN)	\$ 2,814.69	\$ 3,096.16	\$ 3,343.85	\$ 3,544.48	\$ 3,828.04
4211 BEECHMENUT BLDG (ELECTRICAL)	\$ 741.91	\$ 816.10	\$ 881.39	\$ 934.27	\$ 1,009.01
10500 BELLAIRE	\$ 7,828.37	\$ 8,611.20	\$ 9,300.10	\$ 9,858.11	\$ 10,646.76
7440 CULLEN	\$ 899.89	\$ 989.88	\$ 1,069.08	\$ 1,133.22	\$ 1,223.88
12319 1/2 ALMEDA (MAINT)	\$ 272.29	\$ 299.52	\$ 323.48	\$ 342.89	\$ 370.32
12319 1/2 ALMEDA (ADMIN)	\$ 1,000.78	\$ 1,100.85	\$ 1,188.92	\$ 1,260.26	\$ 1,361.08
4545 GROVEWAY	\$ 5,458.61	\$ 6,004.47	\$ 6,484.83	\$ 6,873.92	\$ 7,423.83
4545 GROVEWAY (TRAILER)	\$ 416.99	\$ 458.69	\$ 495.38	\$ 525.11	\$ 567.12
4545 GROVEWAY (TRAILER #2)	\$ 320.24	\$ 352.27	\$ 380.45	\$ 403.26	\$ 435.54
9500 LANWDALE (OPNS)	\$ 1,283.50	\$ 1,411.85	\$ 1,524.79	\$ 1,616.28	\$ 1,745.58
9500 LANWDALE (ADMIN)	\$ 750.58	\$ 825.64	\$ 891.69	\$ 945.19	\$ 1,020.81
5423 MANGUM	\$ 783.61	\$ 861.97	\$ 930.93	\$ 986.78	\$ 1,065.72
3100 OLD GALVESTON (ELEC BLD)	\$ 482.02	\$ 508.22	\$ 548.88	\$ 581.81	\$ 628.36
3100 OLD GALVESTON (ENG BLD)	\$ 525.41	\$ 577.95	\$ 624.18	\$ 661.64	\$ 714.57
3100 OLD GALVESTON	\$ 1,313.52	\$ 1,444.88	\$ 1,560.47	\$ 1,654.09	\$ 1,786.42
69TH ST S / SGT MACARIO GARCIA	\$ 2,540.94	\$ 2,795.04	\$ 3,018.64	\$ 3,199.76	\$ 3,455.74
2525 69TH ST S / SGT MACARIO GARCIA	\$ 566.50	\$ 623.15	\$ 673.00	\$ 713.38	\$ 770.45
100 JAPHET (TRAILER)	\$ 1,604.57	\$ 1,765.03	\$ 1,906.23	\$ 2,020.61	\$ 2,182.26
9400 WHITE CHAPEL LANE	\$ 559.82	\$ 615.80	\$ 665.06	\$ 704.96	\$ 761.36
4200 LEELAND	\$ 8,540.07	\$ 9,394.08	\$ 10,145.61	\$ 10,754.34	\$ 11,614.69
4215 LEELAND	\$ 1,013.17	\$ 1,114.49	\$ 1,203.65	\$ 1,275.87	\$ 1,377.94
4501 LEELAND (EB CAPE)	\$ 1,221.14	\$ 1,343.25	\$ 1,450.71	\$ 1,537.76	\$ 1,660.78
3300 MAIN (DAY PORTER)	\$ 3,113.34	\$ 3,424.68	\$ 3,698.65	\$ 3,920.57	\$ 4,234.22
3300 MAIN	\$ 10,544.01	\$ 11,598.41	\$ 12,526.28	\$ 13,277.86	\$ 14,340.08
2102 AUSTIN	\$ 2,303.96	\$ 2,534.36	\$ 2,737.10	\$ 2,901.33	\$ 3,133.44
5711 NECHES	\$ 743.68	\$ 818.05	\$ 883.50	\$ 936.50	\$ 1,011.43
319 ST. EMANUEL	\$ 2,471.49	\$ 2,718.64	\$ 2,936.13	\$ 3,112.30	\$ 3,361.28
2700 DALTON (1ST FLOOR)	\$ 1,470.74	\$ 1,617.81	\$ 1,747.23	\$ 1,852.07	\$ 2,000.23
2700 DALTON (WHSE # 13)	\$ 480.38	\$ 528.41	\$ 570.69	\$ 604.93	\$ 653.32

\* Locations not on current contract

EMERGENCY CLEANING SERVICE	PER HOUR	\$ 20.25	\$ 22.28	\$ 24.50	\$ 26.95	\$ 28.84
SUPPLEMENTAL LABOR	PER HOUR	\$ 19.40	\$ 21.34	\$ 23.47	\$ 25.82	\$ 27.63
DAY PORTER	PER HOUR	\$ 16.00	\$ 17.60	\$ 19.36	\$ 21.30	\$ 22.79