

STATE OF TEXAS                    §  
  §  
COUNTY OF FORT BEND        §

**FIFTH AMENDMENT TO AGREEMENT FOR JANITORIAL SERVICES  
FOR PARK FACILITIES AND PINNACLE SENIOR CENTER PURSUANT TO RFP 21-041**

**THIS FIFTH AMENDMENT**, is made and entered into by and between Fort Bend County (hereinafter “County”), a body corporate and politic under the laws of the State of Texas, and Texas High Quality Cleaning Services (hereinafter “Contractor”), a company authorized to conduct business in the State of Texas. County and Contractor may be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, the Parties previously executed and accepted that certain Agreement for Janitorial Services for Park Facilities and Pinnacle Senior Center on March 23, 2021 pursuant to RFP 21-041, (hereinafter “Agreement”);

WHEREAS, the Agreement was subsequently amended by document executed on March 8, 2022 (the “First Amendment”), July 12, 2022 (the “Second Amendment”), March 28, 2023 (the “Third Amendment”), and January 23, 2024 (the “Fourth Amendment”); and

WHEREAS, by execution of this Fifth Amendment, the Parties desire to further amend the Agreement to allow Contractor to provide additional Services under the Agreement, to change the Maximum Compensation for completion of such services, and to otherwise ratify and confirm all the terms and conditions as set forth therein.

**NOW, THEREFORE**, in consideration of the foregoing, the Parties do mutually agree that the Agreement the Parties is hereby amended as follows:

1. **Scope of Services.** County shall pay Contactor in accordance with the R21-041 Pricing Schedule for Park Facilities and Pinnacle Senior Center updated July 22, 2024, attached hereto as Exhibit “A” and incorporated by reference.
2. **Limit of Appropriation.** Contractor understands and agrees, such understanding being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Two Hundred Eighty-Eight Thousand One Hundred Eighty and 00/100 dollars (\$288,180.00), specifically allocated to fully discharge any and all liabilities County may incur. In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order.

Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the Total Maximum Compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor under the Agreement shall not under any conditions, circumstances, or

interpretations thereof exceed Two Hundred Eighty-Eight Thousand One Hundred Eighty and 00/100 dollars (\$288,180.00).

3. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
  - A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
  - B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
  - C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
  - D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
4. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.

5. **Human Trafficking.** BY ACCEPTANCE OF AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
6. **Modifications and Conflict.** Except as modified herein, the Agreement shall remain in full force and effect and has not been otherwise modified or amended. If there is a conflict among documents that make up the Agreement, this Fifth Amendment shall prevail with regard to the conflict.

**{Execution Page Follows}**

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the final party.

**FORT BEND COUNTY**

**HIGH QUALITY CLEANING SERVICES**

\_\_\_\_\_  
K.P. George, County Judge

Heriberto Cisneros  
Authorized Agent – Signature

\_\_\_\_\_  
Date

Heriberto Cisneros  
Authorized Agent – Printed Name

**ATTEST:**

Owner.  
Title

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

7.25.24  
Date

**AUDITOR'S CERTIFICATE**

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

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

i:\agreements\2024 agreements\purchasing\purchasing\high quality cleaning services (21-purch-100615-a5)\fifth amendment to agreement for janitorial services (drp 07.24.24).docx

# EXHIBIT A

R21-041 Janitorial Services for Park Facilities  
and  
Pinnacle Senior Center

Location	Monthly Price	Quantity	Annual Cost
Kitty Hollow Park Offices, Outdoor Restrooms & Workshop Monday - Friday (4,275 sq. ft.) 9555 Hwy 6 South Missouri City, TX 77459	\$1,450.00	12	\$17,400.00
Dew House First Floor (one time) (in Kitty Hollow Park) after events only, between 5:00pm-10:00pm (estimated 1,200 sq. ft.) 9555 Hwy 6 South Missouri City, TX 77459	\$45.00	12	\$540.00
Mustang ComCntr & out door RRs Monday – Friday (4,135 sq. ft.) 4521 FM 521 North Fresno, TX 77545	\$750.00	12	\$9,000.00
5th St ComCntr/B & G Club Monday – Friday (18,059 sq. ft.) 3110 5th Street Stafford, TX 77545	\$1,350.00	12	\$16,200.00
5th St Gymnasium Monday – Friday (9,000 sq. ft.) 3110 5th Street Stafford, TX 77545	\$1,400.00	12	\$16,800.00
Freedom Park Monday/Wednesday/Friday (2,649 sq. ft.) 15700 Old Richmond Road Sugar Land, TX 77478	\$500.00	12	\$6,000.00
Four Corners Park & out door RR Monday – Friday (2,649 sq. ft.) 15700 Old Richmond Road Sugar Land, TX 77478	\$700.00	12	\$8,400.00

<b>Location</b>	<b>Monthly Price</b>	<b>Quantity</b>	<b>Annual Cost</b>
<b>Four Corners ComCntr</b> Monday – Friday, Exterior Windows quarterly (17,341 sq. ft.) 15710 Old Richmond Road Sugar Land, TX 77478	\$2,100.00	12	\$25,200.00
<b>Harlem Rd Park</b> Mondays and Fridays (340 sq. ft.) Outdoor Restrooms 701 Harlem Road Richmond, TX 77406	\$250.00	12	\$3,000.00
<b>Mission Bend Boys &amp; Girls Club</b> Monday through Friday (18,546 sq. ft.) 8709 Addicks Clodine Rd Houston, TX 77083	\$2,100.00	12	\$25,200.00
<b>Landmark Community Center</b> Monday - Friday (24,672 sq. ft.) 202 Martin Lane Missouri City, TX 77489	\$2,400.00	12	\$28,800.00
<b>Barbara Jordan Park</b> Monday, Wednesday, Friday Outdoor Restrooms 5525 Hobby Road #D Needville, TX 77461	\$350.00	12	\$4,200.00
<b>Adult and Juvenile Probation</b> Fresno Monday through Friday (sq.ft.) 2725 FM 521 North Fresno, TX 77545	\$575.00	12	\$6,900.00
<b>Arboretum Cricket Field Restrooms</b> Tuesdays and Fridays (360 sq. ft.) 15926 Old Richmond Road Sugar Land, TX 77498	\$350.00	12	\$4,200.00
<b>CSCD Beechnut</b> Monday - Friday (1,587 sq. ft.) 19316 Beechnut Richmond, TX 77407	\$750.00	12	\$9,000.00

<b>Location</b>	<b>Monthly Price</b>	<b>Quantity</b>	<b>Annual Cost</b>
CSCD Fresno & Juvenile Probation Monday - Friday (3,675 sq. ft.) 2725 FM 521 North Fresno, TX 77545	\$575.00	12	\$6,900.00
Daily Park Monday, Wednesday, Friday (340 sq. ft.) 4026 Nails Rd. Simonton, TX 77476	\$420.00	12	\$5,040.00
South Post Oak Sportsplex - Football Wednesday, Friday, Saturday, Sunday (1,072 sq. ft.) 5535 Hobby Rd. Houston, TX 77053	\$950.00	12	\$11,400.00
South Post Oak Sportsplex - Baseball Wednesday, Friday, Saturday, Sunday (14,026 sq. ft.) 5535 Hobby Rd. Houston, TX 77053	\$1,350.00	12	\$16,200.00
Rosenberg Boys & Girls Club Monday through Friday (7,416 sq. ft.) 1820 Ave. E Rosenberg, TX 77471	\$2,750.00	12	\$33,000.00
Pinnacle Senior Center Monday - Friday (9,785 sq. ft.) 5525 Hobby Road #C Houston, TX 77053	\$1,300.00	12	\$15,600.00
Pinnacle Aquatic Center Monday - Friday (3,065 sq. ft.) 5525 Hobby Road #D Houston, TX 77053	\$700.00	12	\$8,400.00
Road & Bridge Beechnut Monday, Wednesday, Friday (4,300 sq. ft.) 19310 Beechnut St. Richmond, TX 77407	\$900.00	12	\$10,800.00
updated 7.22.24		<b>Grand Total:</b>	<b>\$288,180.00</b>