

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

THIS SIXTH 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 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"), January 23, 2024 (the "Fourth Amendment"), and August 13, 2024 (the "Fifth Amendment"); and

WHEREAS, by execution of this Sixth 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, extend the Time for Performance under the Agreement, 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 Contractor in accordance with the R21-041 Pricing Schedule for Park Facilities and Pinnacle Senior Center updated January 13, 2025, 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 Three Hundred Sixty-Two Thousand One Hundred and 00/100 dollars (\$362,100.00), 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 Three Hundred Sixty-Two Thousand One Hundred and 00/100 dollars (\$362,100.00).

3. **Time of Performance.** The Time of Performance under the Agreement shall extend to end no later than March 31, 2026.
4. **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.

5. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
6. **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.
7. **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 Sixth 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

Authorized Agent – Signature

Date

Heriberto Cisneros

Authorized Agent – Printed Name

ATTEST:

owner

Title

Laura Richard, County Clerk

2-4-2025

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\2025 agreements\purchasing\purchasing\high quality cleaning services (21-purch-100615-a6)\sixth amendment to agreement for janitorial services -- high quality cleaning services.docx (DRP 01.30.25)

EXHIBIT A

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

Location	Lawson Numbers	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	12459	\$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	12460	\$45.00	12	\$540.00
Mustang ComCntr & out door RRs Monday – Friday (4,135 sq. ft.) 4521 FM 521 North Fresno, TX 77545	12461	\$750.00	12	\$9,000.00
5th St ComCntr/B & G Club Monday – Friday (18,059 sq. ft.) 3110 5th Street Stafford, TX 77545	12462	\$1,350.00	12	\$16,200.00
5th St Gymnasium Monday – Friday (9,000 sq. ft.) 3110 5th Street Stafford, TX 77545	13689	\$1,400.00	12	\$16,800.00
Freedom Park Monday/Wednesday/Friday (2,649 sq. ft.) 15700 Old Richmond Road Sugar Land, TX 77478	12463	\$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	12464	\$700.00	12	\$8,400.00

Location	Lawson Numbers	Monthly Price	Quantity	Annual Cost
Four Corners ComCntr Monday – Friday, Exterior Windows quarterly (17,341 sq. ft.) 15710 Old Richmond Road Sugar Land, TX 77478	13323	\$2,100.00	12	\$25,200.00
Harlem Rd Park Mondays and Fridays (340 sq. ft.) Outdoor Restrooms 701 Harlem Road Richmond, TX 77406	14058	\$250.00	12	\$3,000.00
Mission Bend Boys & Girls Club Monday through Friday (18,546 sq. ft.) 8709 Addicks Clodine Rd Houston, TX 77083	14256	\$2,100.00	12	\$25,200.00
Landmark Community Center Monday - Friday (24,672 sq. ft.) 202 Martin Lane Missouri City, TX 77489	14302	\$2,400.00	12	\$28,800.00
Barbara Jordan Park Monday, Wednesday, Friday Outdoor Restrooms 5525 Hobby Road #D Needville, TX 77461	14303	\$350.00	12	\$4,200.00
Adult and Juvenile Probation Fresno Monday through Friday (sq. ft.) 2725 FM 521 North Fresno, TX 77545	14304	\$575.00	12	\$6,900.00
Arboretum Cricket Field Restrooms Tuesdays and Fridays (360 sq. ft.) 15926 Old Richmond Road Sugar Land, TX 77498	14305	\$350.00	12	\$4,200.00
CSCD Beechnut Monday - Friday (1,587 sq. ft.) 19316 Beechnut Richmond, TX 77407	14306	\$750.00	12	\$9,000.00

Location	Lawson Numbers	Monthly Price	Quantity	Annual Cost
CSCD Fresno & Juvenile Probation Monday - Friday (3,675 sq. ft.) 2725 FM 521 North Fresno, TX 77545	14307	\$575.00	12	\$6,900.00
Daily Park Monday, Wednesday, Friday (340 sq. ft.) 4026 Nails Rd. Simonton, TX 77476	15820	\$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	15859	\$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	16484	\$1,350.00	12	\$16,200.00
Rosenberg Boys & Girls Club Monday through Friday (7,416 sq. ft.) 1820 Ave. E Rosenberg, TX 77471	16485	\$2,750.00	12	\$33,000.00
Pinnacle Senior Center Monday - Friday (9,785 sq. ft.) 5525 Hobby Road #C Houston, TX 77053	12465	\$1,300.00	12	\$15,600.00
Pinnacle Aquatic Center Monday - Friday (3,065 sq. ft.) 5525 Hobby Road #D Houston, TX 77053	13851	\$700.00	12	\$8,400.00
Pinnacle Aquatic Center Women's Restroom FLOORS ONLY - Bi-weekly 5525 Hobby Road #D Houston, TX 77053	NEW	\$400.00	12	\$4,800.00

Road & Bridge Beechnut Monday, Wednesday, Friday (4,300 sq. ft.) 19310 Beechnut St. Richmond, TX 77407	16166	\$900.00	12	\$10,800.00
Location	Lawson Numbers	Monthly Price	Quantity	Annual Cost
Sports Hub Wednesday - Sunday (64,000 sq. ft.) 727 Plantation Dr. Richmond, TX 77406	NEW	\$5,760.00	12	\$69,120.00
updated 1.13.25			Grand Total:	\$362,100.00