STATE OF TEXAS

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COUNTY OF FORT BEND

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AGREEMENT FOR JANITORIAL SERVICES FOR THE FORT BEND COUNTY JUSTICE CENTER

THIS AGREEMENT 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 G&C Building Maintenance Services, Inc., dba Alpha Cleaning Concepts, (hereinafter "Contractor"), a corporation authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide janitorial services at the Fort Bend County Justice Center (hereinafter "Services") pursuant to RFP 11-050; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Article I. Scope of Services

Contractor shall render Services to County as defined in the Scope of Services (attached hereto as Exhibit A).

Article II. Personnel

- 2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.
- 2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the provision of the services shall, upon request of County, immediately be removed from association with the project.

Article III. Compensation and Payment

- 3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is one hundred and fifty-six thousand four hundred and thirty-two dollars and no/100 (\$156,432.00). In no case shall the amount paid under this Agreement exceed the Maximum Compensation without an approved change order.
- 3.2 All performance of the Scope of Services including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County. Payment will be made in accordance with those payment procedures set forth in Section 3.3 below.
- 3.3 Contractor will submit invoices on a monthly basis showing the amounts due for services performed in the previous month in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days.

Article IV. Limit of Appropriation

- 4.1 Prior to execution of this Agreement, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of one hundred and fifty-six thousand four hundred and thirty-two dollars and no/100 (\$156,432.00) specifically allocated to fully discharge any and all liabilities which may be incurred by County.
- 4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Contractor hereunder shall not under any conditions, circumstances, or interpretations thereof exceed one hundred and fifty-six thousand four hundred and thirty-two dollars and no/100 (\$156,432.00).

Article V. <u>Term</u>

It is understood and agreed that the term of this Agreement shall begin upon execution by both parties and receipt of Notice to Proceed from County and end on April 30, 2012. No payment shall be due for work performed prior to receipt of Notice to Proceed from County. The Agreement is renewable annually for four (4) additional one (1) year terms. This Agreement may be terminated by either party for any reason by giving thirty (30) days prior written notice.

Article VI. Modifications

Any modifications to this Agreement must be in writing and must be signed by both parties.

Article VII. Termination

7.1 Termination for Convenience

7.1.1 County may terminate this Agreement at any time upon thirty (30) days written notice.

7.2 Termination for Default

- 7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:
- 7.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;
- 7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.
- 7.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 6.1 above.
- 7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.
- 7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Article VIII. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work

performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Article IX. Insurance

- 9.1 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
- 9.1.1 Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- 9.1.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- 9.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- 9.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 9.3 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Article X. Indemnity

CONTRACTOR SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM

ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

Article XI. Confidential and Proprietary Information

- 11.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is furnished by County to others without restrictions similar to those imposed by this Agreement; (c) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (d) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.
- Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.
- 11.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to

any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

11.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

Article XII. <u>Independent Contractor</u>

- 12.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.
- 12.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Article XIII. Contract Administration

- 13.1 All written notices, demands, and other papers or documents to be delivered to County under this Agreement shall be delivered to the Fort Bend County Purchasing Department, 4520 Reading Road, Suite A, Rosenberg, Texas 77471, or at such other place or places as it may from time to time designate by written notice delivered to Contractor. For purposes of notice under this Agreement, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County, 301 Jackson Street, Suite 719, Richmond, Texas 77469, Attention: County Judge.
- 13.2 All written notices, demands, and other papers or documents to be delivered to Contractor under this Agreement shall be delivered to G&C Building Maintenance Services, Inc., dba Alpha Cleaning Concepts, P.O. Box 680303, Houston, Texas 77268, or such other place or places as Contractor may designate by written notice delivered to County.

Article XIV. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Article XV. Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

Article XVI. Applicable Law

This Agreement shall be construed under and in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

Article XVII. Successors and Assigns

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Article XVIII. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Article XIX. Conflict

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement shall control.

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 <u>10</u> day of <u>May</u>, 2011.

FORT BEND COUNTY

Robert E. Hebert, County Judge

G&C BUILDING MAINTENANCE SERVICES,

Authorized Agent- Signature

Authorized Agent- Printed Name

OPERATIONS MANAGER

Title

ATTEST:		
- Duelson	5-10-11	
Dianne Wilson, County Clerk	Date	

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $\frac{156432}{100}$ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Edward Sturdivant, County Auditor

EXHIBIT A

THE FOLLOWING ARE THE ANSWERS TO THE BASIC QUALIFICATIONS AND PRICING THAT ARE REQUIRED IN THE RFP 11-050 – JANITORIAL SERVICE AT THE JUSTICE CENTER:

10.0 BASIC QUALIFICATIONS

10.1 QUALIFICATIONS

G&C Building Maintenance Services, Inc dba Alpha Cleaning Concepts has been in business since 1986. We are certified by Metro, City of Houston Affirmative Action, Minority Women Business Enterprise, and HUB. Some of our clientele include Harris County government buildings and City of Sugarland. In the past, we were servicing the Fort Bend County buildings and libraries. Our Company is insured and bonded. Our cleaning personnel have to be cleared by a background check and drug test before being hired. Our personnel is uniformed and properly identified when in a Customer premises. They are trained to properly clean and use equipment and chemicals in the cleaning industry. Attached is some more extensive information about our company, which is confidential and is not to be reproduced to the public.

We have experienced personnel who are reliable and honest to work at our Customer's site. We are confident that the personnel who will be placed in the Fort Bend County Justice Center will perform an outstanding job. Being able to have an open channel of communication with our Customers lets us solve issues or problems that have arised or could possible happen. Emergency telephone numbers will be provided to the Customer, as we will also ask for customer's emergency numbers if ever needed.

For the Fort Bend County Justice Center, we are including in the monthly price a personnel composed of twelve production workers to include the on-site Supervisor and Lead Crew Person. All cleaning equipment and chemicals will be provided by us, with the exception of Envirox, Mineral Shock, trash liners, soap refills, and paper products (paper towels, toilet tissue, and tissue seat covers). Only trained personnel who is trained by the County on Envirox and Mineral Shock products will be allowed to clean this facility. All personnel will be uniformed, photo ID badge, and will carry with them the training completion certificate. A nightly roster will be placed at the facility, where designated. This roster will be the sign-in sheet, which will document the time in and time out of each person, along with their work assignments. Inspection of facility will be performed weekly or/and as needed basis to follow-up on the corrective action. These inspection forms (provided by the County) will be signed off by the Supervisor. Any issues / incidents will be documented on the roster as well. All cleaning tasks will be performed as stated in the scope of work provided by the county - daily, weekly, monthly, and semi-annual services. On-site inspection and Customer meeting will be scheduled accordingly. Any security measures that are required with the Fort Bend County Justice Center will be complied.

G&C Building Maintenance Services, Inc. dba Alpha Cleaning Concepts

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10.2 LEVEL OF EXPERIENCE

For the past ten years, our company has grown significantly. We've grown in volume, as well as the total square footage being cleaned nightly. We have managed to maintain our competitive prices, without increasing our Customer the minimum wage increases that we've experienced. With the economic crisis that we've confronted for the past years, our company has worked with our Customers to cut back on frequency of services and help economize consumption of supplies needed for their facilities. Green cleaning is a our focus when providing services. We are concerned about our environment and want to participate. We have included in our lines of products sold and used green and EPA approved chemicals, paper products, liners and equipment.

Our nightly cleaning square footage is approximately 8.5 million. Our Customers include government offices/facilities, community facilities such as parks and recreation centers, education facilities, medical, logistic, manufacturing plants and chemical plants, and office buildings. The scope of work for each type of facility varies. Some of these facilities require day porters and some only evening cleaning. We provide the type of service that our Customer requests. The cleaning tasks always includes the basic cleaning of picking up trash, dusting, disinfecting and sanitizing restrooms and kitchens/break rooms, vacuuming, sweeping and mopping. To extend the services, we also perform spot carpet cleaning, full carpet cleaning (bonnet and extraction methods), stripping and waxing floors, scrubbing and waxing floors, buffing / polishing floors, amongst other things that a customer wants to add on to their scope of work. We are not limited to just the cleaning and the maintenance of the carpets and floors. We also do window cleaning, window blind cleaning, and pressure washing for our customers. Selling supplies to our customers is also a time saving and a one stop shop for them since time and the worries of not having enough supplies at hand is taken away from them.

All of our Customers have the surety that we are insured and bonded. Their facilities are being inspected to assure quality control. Before leaving the facilities, our cleaning personnel assures that the building is secured, lights were turned off, and report any incidents or anything out of the ordinary that was noticed to the Customer and Supervisor.

Some of our clients that are comparable in size and scope of work include Baker Hughes, City of Sugarland, Harris County, BASF, City of Stafford, Village Learning Center, The Right Step, Texas Department of Transportation, and others. Attached are some letters of recommendation. These accounts have high security and confidential access areas that we are given access to. We understand the trust that our Customers relay on us.

11.0 PRICING Monthly pricing breakdown: Janitorial \$11,440.00

Misc \$ 1,596.00

Monthly total pricing: \$13,036.00

G&C Building Maintenance Services, Inc. dba Alpha Cleaning Concepts

9.0 SCOPE OF WORK:

9.1 The Fort Bend County Justice Center, 1422 Eugene Heimann Circle, Richmond, TX is approximately 235,000 sq ft.

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- 9.2 The contractor shall supply all cleaning equipment and personnel necessary for cleaning, disinfecting and upkeep of floors, carpets, walls, trim, fixtures, glass and dusting of furniture. Equipment must be in good working condition. Facilities Operations Manager must approve equipment and supplies prior to use. Fort Bend County will supply Envirox, Mineral Shock (to be dispensed and controlled by County), trash can liners, soap refills, and paper products, i.e., paper towels, toilet tissue, and tissue seat covers. Fort Bend County will require contractor's personnel to be trained on Envirox and Mineral Shock products by supplier prior to use. A product training completion certificate will be presented at the end of training session to attendees. Only the contractor's trained personnel will be allowed to clean in this facility.
- 9.3 RFP submitted will be for cleaning five (5) days a week Monday Friday. The cleaning crew is to work each evening when the Justice Center is closed. All members of the cleaning crew must be able to speak English fluently. All members of the cleaning crew must have a background check performed and approved by the Facilities Operations Manager prior to working in this facility. The cleaning crew will not be allowed to start cleaning prior to 6:00 p.m. each business day. All crew members must be present the entire shift. Normal hours of operation for the Justice Center are 8 a.m. 5 p.m. Monday through Friday. The Justice Center may require minor adjustments to the cleaning schedule for special programming. If the Justice Center is closed for an extended holiday or on Saturdays and Sundays, the contractor is expected to provide specialized services on those days. No scheduling adjustments will be made due to holidays unless specifically requested by the Facilities Operations Manager.
- 9.4 The vendor is required to train all members of the cleaning crew to know and understand all requirements set forth in this contract.
- 9.5 The contractor will be responsible for losses or damages and any unauthorized toll type telephone calls, which are traceable to the cleaning staff. Should polygraph tests be required to determine liability, the contractor will be responsible for the costs of such tests. Any damages by the cleaning crew should be reported to the Facilities Operations Manager the following workday. Each employee of the contractor must agree to being photographed and fingerprinted by the County.
- 9.6 No food or drink is allowed in the building by the cleaning staff. No smoking is allowed in the building at any time. No cleaning staff is allowed to have children on the premises during their assigned working hours. Each member of the cleaning crew is required to wear a photo ID badge identifying them and the cleaning company, a uniform shirt that identifies the cleaning company, and a copy of product training completion certificate at all times they are on the County premises.

- 9.7 The cleaning staff will not use any county equipment, such as telephones, computers, typewriters, copy machines, etc. Cleaning staff must never open cabinets, drawers, files, etc.
- The contractor is responsible for the security of the building during cleaning hours. All entrances must be secure after entering and upon leaving the building. If keys are lost, the contractor is responsible for all costs necessary to re-establish security, i.e., new locks, keys, labor, etc. The contractor's access shall be limited to 2 set of keys, furnished by the County. At the end of the contract, all outside door locks with specified duplicate keys may be changed at the contractor's expense by a County approved vendor.
- 9.9 The contract is required to keep a nightly roster of cleaning personnel in the building and their work assignments. Each crew member must sign in and out individually. Starting and ending time for each crew member will be required. The schedule of all periodic tasks and their sign off must be left at the County's designated area in the building for review by the County.
- 9.10 The cleaning crew shall be supervised at all times. All services must be inspected by a Contractor's representative at least weekly and any corrective action taken immediately. The Contractor's representative will date and sign the nightly roster on each visit. Each inspection will require a completed inspection form (County will provide) by the Contractor's representative. The completed inspection form will be signed by the Contractor's representative and put in the County's designated area in the building for review by the County. Failure to follow 9.9 and 9.10 above will be grounds to terminate said contract with yendor.
- 9.11 Additional services not specified may be contracted for at a rate agreeable to both parties (Example: special sealants, more carpet cleaning, additional occupied space, etc.).

9.12 DAILY SERVICE:

9.12.1 Restrooms:

9.12.1.1	Sweep and mop ceramic tile floor with Envirox, removing
	all stains.
9.12.1.2	Wash and disinfect all surfaces of urinals, bowls and tanks with Envirox.
9.12.1.3	Clean all mirrors and vanity shelves with Envirox.
9.12.1.4	Clean and dry polish faucets, soap dispensers, sanitary disposal units, towel and tissue dispensers, and waste receptacles.
9.12.1.5	Damp wipe ledges, sills and stall partitions.

	9.12.1.6	Empty. clean, and disinfect all waste containers, replace liners and remove waste to designated area.
	9.12.1.7	Clean and disinfect all sanitary napkin containers both inside and out.
	9.12.1.8	Spot clean all walls and doors.
	9.12.1.9	Restock all restroom supplies, i.e., toilet tissue, paper towels, soap refills, etc.
9.12.2	2 Elevators	
	9.12.2.1	Clean, polish and remove finger marks, smudges, etc from elevator doors, walls, control panels, and thresholds.
	9.12.2.2	Sweep, vacuum or mop depending on floor covering in elevator. Also, remove any stains on floor covering.
	9.12.2.3	Clean and remove all debris from door tracks.
9.12.3	Escalators	
	9.12.3.1	Turn off escalators. Sweep the steps to loosen debris.
	9.12.3.2	Use shop vacuum to clean up all debris from steps on escalators.
	9.12.3.3	Clean, polish and remove finger marks, smudges, etc. from escalator walls, handrails, etc.
9.12.4	Floor Coverin	uē:
	9.12.4.1	Carpet: Vacuum from corner to corner and spot clean any stains.
	9.12.4.2	Ceramic Tile and Terrazzo: Sweep and machine scrub.
	9.12.4.3	VCT Tile: Sweep and mop removing all stains.
	9.12.4.4	Spots and gum on all floor coverings will be removed upon discovery.
	9.12.4.5	Floor molding will be maintained in a dust free condition.
	9.12.4.6	Clean inside and outside door mats of dirt and debris.
	9.12.4.7	Sweep entrance thresholds removing all debris, trash, etc.
9.12.5	Glass and Wi	ndows:
	9.12.5.1	Spot clean all glass – windows, doors (inside and out), walls, entries and partitions (includes entry doors to building) and glass desktops.

9.12.6 Wall/Wall Coverings:

9.12.6.1	Dust and remove all smudges and fingerprints on walls. wall coverings and wall hangings.
9.12.6.2	Wall coverings must be dust free.
9.12.6.3	Any tape on walls will be removed daily.
9.12.6.4	Graffiti will be removed from walls upon discovery.
9.12.6.5	Walls will be inspected when cleaned for any peeling or chipped paint. Any walls needing repair will be written and left in 'comment section' of nightly roster.

9.12.7 Dusting and Furniture Care:

9.12.7.1	Dust all exposed areas on desks, other work surfaces,
	cabinets, shelves and lamps.
9.12.7.2	Clean and disinfect all tabletops, counter tops and
	appliance exteriors in all kitchen areas of building.
9.12.7.3	DRY dust all electronics

9.12.8 Miscellaneous Cleaning Services:

Empty all wastebaskets in building.
Install new waste basket liners, replace as necessary.
Empty all trash cans at entrances and replace with new
liners.
Clean and sanitize wastebaskets, trash cans as needed.
Remove all trash to designated area.
Clean, disinfect, and polish all drinking fountains.
Clean and disinfect all walls, wall switches and thermostats
of finger marks and smudges.
Clean and disinfect all doorknobs and door fixtures.
Dust and remove all smudges and fingerprints on doors.
Clean and disinfect all telephones weekly.
Maintain Janitor's closets in a clean and orderly condition.
Remove all cobweb daily throughout the building.
Turn all lights off when leaving each work area.

9.13 WEEKLY SERVICE: All above, plus.

9.13.1 Restrooms:

9.13.1.1	Dust hard to reach areas including all a/c and return air vents.
9.13.1.2	Wash and disinfect stall partitions, doors and walls completely with Envirox.
9.13.1.3	Flush all floor drains

9.13.2 Floor Covering:

9.13.2.1 VCT Tile: Sweep, mop and spray buff.

9.13.3 Dusting and Furniture Care:

- 13.13.3.1 Vacuum upholstered furniture weekly.
- 9.13.4 Stairwells: Clean all emergency stairwells in building:
 - 9.13.4.1 Sweep stairs and landings.
 - 9.13.4.2 Wet mop stairs and landings.
 - 9.13.4.3 Dust handrails and ledges.
 - 9.13.4.4 Spot clean walls and doors.

9.13.5 Interior Windows:

- 9.13.5.1 Windowsills will be free of dust and debris.
- 9.13.5.2 Cobwebs will be removed.
- 9.13.5.3 Spot clean all interior glass.
- 9.13.5.4 Blinds will be free of dust and debris.

9.14 MONTHLY: All above, plus.

9.14.1 Restrooms:

- 9.14.1.1 Machine scrub all restroom tile floors.
- 9.14.1.2 Clean and dust all light fixtures, grilles and hard to reach areas.

9.14.2 Elevators:

- 9.14.2.1 Dust and clean all ceiling panels and high ledges.
- 9.14.3 Stairwells: Clean all emergency stairwells in building
 - 9.14.3.1 Dust frames and lights.
 - 9.14.3.2 Remove all spider webs.

9.14.4 Dusting and furniture care:

- 9.14.4.1 Dusting ceiling lights. Remove all spider webs and bugs as needed.
- 9.14.4.2 Vacuum upholstered furniture and dust edges.
- 9.14.4.3 Vacuum under and behind upholstered furniture.

Vacuum under any removable cushions.

9.14.4.4 Dust or vacuum window shades.

- 9.15 Semi-Annual: Set schedule will be agreed on with vendor and Facilities Operations Manager (First time between January 1st and March 1st and the second time between July 1st and September 1st.).
 - 9.15.1 VCT Tile floor covering: Strip and wax.
 - 9.15.2 Carpets: Shampoo all carpeting.
 - 9.15.3 Interior Glass clean and shine all interior windows and blinds in building.
 - 9.15.4 Skylights clean and shine interior and exterior of skylights (4).

DATE (MM/DD/YYYY) LIABILITY INSURANCE CERTIFICATE OF 04/26/2011 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: PHONE (A/C, No, Ext): Kelle Davis Phone: 281-427-6511 Fax: 281-422-0554 281-422-0554 HARRIS COUNTY INSURANCE CENTER 281-427-6511 608 ROLLINGBROOK DRIVE ADDRESS: PRODUCER CUSTOMER ID: PO BOX 1219 45271 **BAYTOWN TX 77521** Agency Lic#: 3664 INSURER(S) AFFORDING COVERAGE NAIC # 29203 The Hartford INSURER A G & C BUILDING MAINTENANCE Progressive County Mutual Insurance Co. INSURER B P O BOX 680303 29203 Texa Mutual Insurance INSURER C : **HOUSTON TEXAS 77268** INSURER D INSURER E INSURER F : **REVISION NUMBER:** COVERAGES **CERTIFICATE NUMBER: 80163** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF LIMITS ADD'L SUBR

ŀ	LTR	TYPE OF INSURANCE	INSR	WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)			
1		GENERAL LIABILITY	1,1350	1	61SBABX5087	08/17/10	08/17/11	EACH OCCURRENCE	\$	1,000,000
1		X COMMERCIAL GENERAL LIABILITY	1					DAMAGE TO RENTED PREMISES (Ea occurence)	\$	300,000
1		CLAIMS-MADE X OCCUR	'.	у- 				MED. EXP (Any one person)	\$	10,000
		OLAMOHIOLE 1-10000K						PERSONAL & ADV INJURY	\$	1,000,000
l								GENERAL AGGREGATE	\$	2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$	2,000,000
1		PRO-							\$	
Ì	В	AUTOMOBILE LIABILITY			05917716-3	08/12/10	08/12/11	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
١		ANY AUTO						BODILY INJURY (Per person)	\$	
١		ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$	
		X SCHEDULED AUTOS				·		PROPERTY DAMAGE (Per accident)	\$	
		X NON-OWNED AUTOS							\$	
		NON-OWNED ACTOS		}					\$	
l		UMBRELLA LIAB OCCUR	-	1	and the second s			EACH OCCURRENCE	3	
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	
1		DEDUCTIBLE	1						\$	
١		RETENTION S	ŀ						\$	
1	C	WORKERS COMPENSATION	 	1	SBP0001123763	10/31/10	10/31/11	X WC STATU- OTH TORY LIMITS FR	3	
-		AND EMPLOYERS' LIABILITY Y/N						E.L. EACH ACCIDENT	\$	1,000,000
		OFFICER/MEMBER EXGLUDED?	N/A				ļ	E.L. DISEASE-EA EMPLOYEE	\$	1,000,000
1		(Mandatory in Mrs) If yes, describe under OESCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT	\$	1,000,000
1	· • ·······		1	1						
1									1	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

Certificate Holder is listed as an additional insured in respects to the general liability and automobile policies. A waiver of subrogation is issued in favor of the certificate holder on the general liability, automobile and workers compensation policies when required by written

CERTIFICATE HOLDER	CANCELLATION
Fort Bend County and the members of Commissioners C ourt Attn Michele	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
4520 Reading Road #A Rosenberg, Texas 77471 Attention:	
Attention:	© 1988-2009 ACORD CORPORATION. All rights reserved.

AC	OR	D'
	_	

LIABILITY INSURANCE CERTIFICATE OF

DATE (MM/DD/YYYY) 04/26/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT Kelle Davis Phone: 281-427-6511 Fax: 281-422-0554 281-422-0554 HARRIS COUNTY INSURANCE CENTER 281-427-6511 (A/C, No, Ext); E-MAIL

608 ROLLINGBROOK DRIVE ADDRESS: PRODUCER CUSTOMER ID: PO BOX 1219 45271 **BAYTOWN TX 77521** Agency Lic#: 3664 INSURER(S) AFFORDING COVERAGE NAIC # 29203 The Hartford INSURER A G & C BUILDING MAINTENANCE Progressive County Mutual Insurance Co. INSURER B : P O BOX 680303 29203 **Texa Mutual Insurance** INSURER C : **HOUSTON TEXAS 77268** INSURER D: INSURER E

INSURER F **REVISION NUMBER: CERTIFICATE NUMBER: 80163** COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

INSR LTR	TYPE OF INSURANCE	ADD1.	SUBR W/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	<u> </u>	
Α	GENERAL LIABILITY			61SBABX5087	08/17/10	08/17/11	EACH OCCURRENCE	\$	1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (EA occurence)	\$	300,000
	CLAIMS-MADE X OCCUR	Х.					MED. EXP (Any one person)	\$	10,000
							PERSONAL & ADV INJURY	\$	1,000,000
							GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$	2,000,00
	POLICY PRO-						The state of the s	\$	
В	AUTOMOBILE LIABILITY	*****		05917716-3	08/12/10	08/12/11	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,00
	ANY AUTO						BODILY INJURY (Per person)	\$	
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$	
	X SCHEDULED AUTOS						PROPERTY DAMAGE	•	
	X HIRED AUTOS						(Per accident)		
	X NON-OWNED AUTOS							\$	
								\$	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE	ļ					AGGREGATE	\$	
	DEDUCTIBLE							\$	
	RETENTION S						1,000	\$	
C	WORKERS COMPENSATION			SBP0001123763	10/31/10	10/31/11	X WC STATU- OTH TORY LIMITS ER.	\$	
	AND EMPLOYERS LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE						E.L. EACH ACCIDENT	\$	1,000,00
	OFFICER/MEMBER EXCLUDED?	ERMEMBER EXCLUDED? N/A			}	E.L. DISEASE-EA EMPLOYEE	\$	1,000,00	
	If yes, describe under DESCRIPTION OF OPERATIONS below				ļ		E.L. DISEASE-POLICY LIMIT	\$	1,000,00
						,			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is listed as an additional insured in respects to the general liability and automobile policies. A waiver of subrogation is issued in favor of the certificate holder on the general liability, automobile and workers compensation policies when required by written contract.

CERTIFICATE HOLDER	CANCELLATION
Fort Bend County and the members of Commissioners C	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Attn Michele 4520 Reading Road #A Rosenberg, Texas 77471 Attention:	AUTHORIZED REPRESENTATIVE Ciharkelle Davis

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- 1	_		_		

DATE (MM/DD/YYYY)

LIABILITY INSURANCE CERTIFICATE OF 04/26/2011 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: Phone: 281-427-6511 Fax: 281-422-0554 Kelle Davis 281-422-0554 HARRIS COUNTY INSURANCE CENTER PHONE
(A/C, No, Ext):
E-MAIL
ADDRESS:
PRODUCER
CUSTOMER ID: 281-427-6511 **608 ROLLINGBROOK DRIVE** PO BOX 1219 45271 **BAYTOWN TX 77521** Agency Lic#: 3664 NAIC # INSURER(S) AFFORDING COVERAGE 29203 The Hartford INSURER A G & C BUILDING MAINTENANCE Progressive County Mutual Insurance Co. INSURER B : P O BOX 680303 29203 **Texa Mutual Insurance** INSURER C : **HOUSTON TEXAS 77268** INSURER D INSURER E INSURER F : **REVISION NUMBER:** COVERAGES **CERTIFICATE NUMBER: 80163** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. INSR ADD'L SUBR POLICY EFF (MM/DD/YYYY) POLICY EXP TYPE OF INSURANCE POLICY NUMBER (MM/DD/YYYY) 1,000,000 GENERAL LIABILITY 61SBABX5087 08/17/10 08/17/11 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Eg occurence) 300,000 X COMMERCIAL GENERAL LIABILITY 10.000 MED. EXP (Any one person) CLAIMS-MADE X OCCUR s 1,000,000 PERSONAL & ADV INJURY \$ 2.000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG S GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY 05917716-3 08/12/10 08/12/11 1,000,000 (Ea accident) ANY AUTO BODILY INJURY (Par person) ALL OWNED AUTOS BODILY INJURY (Per accident) \$ SCHEDULED AUTOS PROPERTY DAMAGE \$ X HIRED AUTOS (Per accident) S X NON-OWNED AUTOS \$ **EACH OCCURRENCE** BURRELLA LIAR OCCUR AGGREGATE EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION S X WC STATU-TORY LIMITS 10/31/10 10/31/11 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY SBP0001123763 \$ C E.L. EACH ACCIDENT 1,000,000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXGLUDED? N/A 1,000,000 E.L. DISEASE-EA EMPLOYEE OFFICER/MEMBEN (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below 1.000.000 E.L. DISEASE-POLICY LIMIT 5 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Certificate Holder is listed as an addtional insured in respects to the general liability and automobile policies. A waiver of subrogation is issued in favor of the certificate holder on the general liability, automobile and workers compensation policies when required by written contract. CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE

Fort Bend County and the members of Commissioners C ourt Attn Michele 4520 Reading Road #A Rosenberg, Texas 77471 Attention:

THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Richard Kelle Davis