

**THE STATE OF TEXAS**       §  
  §  
**COUNTY OF HARRIS**       §

**I. PARTIES**

**1.0 ADDRESS**

**THIS AGREEMENT for EVENT CLEANING AND JANITORIAL SERVICES** ("Agreement") is made on the signature date between **HOUSTON FIRST CORPORATION** ("HFC"), a Texas local government corporation, and **ARAMARK SPORTS AND ENTERTAINMENT SERVICES OF TEXAS, LLC** ("Contractor"), a limited liability company 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:

**HFC**

President  
Houston First Corporation  
1001 Avenida de las Americas  
Houston, Texas 77010  
Greenwood Village, CO 80111

**Contractor**

Attn: President – Sports and Entertainment  
ARAMARK Sports and Entertainment  
Services of Texas, LLC  
ARAMARK Tower  
1101 Market Street, 21<sup>st</sup> Floor  
Philadelphia, PA 19107

with a required copy to:

ARAMARK Sports and Entertainment Services of Texas, LLC  
ARAMARK Tower  
1101 Market Street, 29<sup>th</sup> Floor  
Philadelphia, PA 19107  
Attn: Vice President and Associate General Counsel – Sports and Entertainment

The Parties agree as follows:

**2.0 TABLE OF CONTENTS**

**2.1** This Agreement consists of the following sections:

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**EXHIBITS**

- A. DEFINITIONS
- B. SCOPE OF SERVICES
- C. FEE SCHEDULE

**3.0 PARTS INCORPORATED**

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

**4.0 CONTROLLING PARTS**

If a conflict among the sections or exhibits of this Agreement arises, the sections of this Agreement control over the exhibits.

**5.0 DEFINITIONS**

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

6.0 SIGNATURES

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

ARAMARK SPORTS AND ENTERTAINMENT  
SERVICES OF TEXAS, LLC

By: Mark Adams  
Name: Mark Adams  
Title: Vice President + CFO  
Federal Tax ID Number: 23-2573584

HOUSTON FIRST CORPORATION  
(HFC")

By: Dawn Ullrich  
Name: Dawn Ullrich  
Title: President

SIGNATURE DATE:

5-29-12

## **II. DUTIES OF CONTRACTOR**

### **1.0 SCOPE OF SERVICES**

In consideration of the payments specified in this Agreement, Contractor shall be the sole employer of all personnel covered by this Agreement and HFC shall not be an employer of such personnel. Contractor shall provide all supervision, labor, and specified equipment necessary to perform the services described in Exhibit "B."

### **2.0 COORDINATE PERFORMANCE**

Contractor shall coordinate its performance with the President and other persons that the President designates. Contractor shall promptly inform the President and other person(s) of all significant events relating to the performance of this Agreement.

### **3.0 RELEASE**

CONTRACTOR AGREES TO AND SHALL RELEASE HOUSTON FIRST CORPORATION, THE CITY OF HOUSTON, AND THEIR AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY "INDEMNITEES") 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 INDEMNITEES' SOLE OR CONCURRENT NEGLIGENCE AND/OR THE INDEMNITEES' STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY AS WELL AS FROM ALL LIABILITY FOR DAMAGES OR OTHER RELIEF ARISING UNDER FEDERAL OR STATE EMPLOYMENT LAWS RELATING TO OR INVOLVING PERSONNEL EMPLOYED BY CONTRACTOR UNDER THIS AGREEMENT.

### **4.0 INDEMNIFICATION**

4.1 CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HOUSTON FIRST CORPORATION, THE CITY OF HOUSTON, AND THEIR AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY "INDEMNITEES") 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 AS WELL AS FOR ALL LIABILITY FOR DAMAGES OR OTHER RELIEF ARISING UNDER FEDERAL OR STATE EMPLOYMENT LAWS RELATING TO OR INVOLVING PERSONNEL EMPLOYED BY CONTRACTOR UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY OR RELATING TO:

4.1.1 CONTRACTOR AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', PRESIDENTS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 4.1.1 - 4.3, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS; THE

INDEMNITEES' AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND INDEMNITEES' AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

**4.1.2** ACTUAL OR ALLEGED VIOLATIONS OF ANY FEDERAL OR STATE EMPLOYMENT LAWS, INCLUDING WITHOUT LIMITATION, ALL CLAIMS AND CAUSES OF ACTION BROUGHT AGAINST INDEMNITIES BY CONTRACTOR'S PERSONNEL AND/OR GOVERNMENT AGENCIES ARISING FROM, RELATING TO, OR INVOLVING SERVICES OF CONTRACTOR'S PERSONNEL UNDER THIS AGREEMENT.

**4.2** CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE INDEMNITEES HARMLESS DURING THE TERM OF THIS CONTRACT AND FOR FOUR YEARS AFTER THE CONTRACT TERMINATES. CONTRACTOR SHALL NOT INDEMNIFY THE INDEMNITEES FOR THEIR SOLE NEGLIGENCE.

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

## **5.0 INDEMNIFICATION PROCEDURES**

**5.1** Notice of Claims. If HFC or Contractor 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 30 days. The notice must include the following:

**5.1.1** a description of the indemnification event in reasonable detail, and

**5.1.2** the basis on which indemnification may be due and

**5.1.3** the anticipated amount of the indemnified loss.

**5.2** This notice does not stop or prevent HFC from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If HFC does not provide this notice within the 30 day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

## **5.3 Defense of Claims**

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

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

**6.0 INSURANCE**

(1) **Minimum Insurance Requirements.** Contractor shall maintain the following insurance coverage in the following amounts:

<u>(Coverage)</u>	<u>(Limit of Liability)</u>
Workers' Compensation Employer's Liability	Statutory for Workers' Compensation Bodily Injury by accident \$500,000 (each accident) Bodily Injury by Disease \$500,000 (policy limit) Bodily Injury by Disease \$500,000 (each employee)
Commercial General Liability: Including Broad Form Coverage, Contractual Liability, Bodily and Personal Injury, and Completed Operations	Bodily Injury and Property Damage, Combined Limits of \$1,000,000 each occurrence and \$2,000,000 aggregate
Automobile Liability Insurance (for vehicles Contractor uses in performing under this Agreement, including Employer's Non-Owned and Hired Auto Coverage)	\$1,000,000 combined single limit per occurrence
Employment Practices Liability Insurance	\$1,000,000 each Occurrence \$2,000,000 aggregate

Defense costs are excluded from the face amount of the policy.  
Aggregate Limits are per 12-month policy period  
unless otherwise indicated.

(2) **Form of Policies.** The President may approve the form of the insurance policies, but nothing the President does or fails to do relieves Contractor from its duties to provide the required coverage under this Agreement. The President's actions or inactions do not waive HFC's rights under this Agreement.

(3) **Issuers of Policies.** 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 A- and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide.

(4) Insured Parties. Each policy, except those for Workers' Compensation, Employer's Liability, and Employment Practices Liability Insurance must name HFC and the City of Houston as Additional Insured parties on the original policy and all renewals or replacements.

(5) Deductibles. Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against HFC.

(6) Cancellation. CONTRACTOR SHALL GIVE 30 DAYS' WRITTEN NOTICE TO THE PRESIDENT 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 cancelled, materially changed, or nonrenewed so as to maintain in effect the required coverage. If Contractor does not comply with this requirement, the President, at his or her sole discretion, may

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

(b) purchase the required insurance with HFC funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

(7) Subrogation. Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against HFC and the City of Houston.

(8) Endorsement of Primary Insurance. Each policy, except Workers' Compensation, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insureds with respect to claims arising under this Agreement.

(9) Required Endorsement Forms. Endorsement forms must accompany the insurance certificates provided by Contractor's insurance agent, showing additional insured coverage and waivers of subrogation in favor of both HFC and the City of Houston, when such coverage is required. HFC will accept the following endorsement forms and such other endorsement forms as may be approved by HFC:

CG2404 – Waiver of Transfer of Rights of Recovery against Others

CA0403 – Additional Insured Endorsement

CAT353 – Business Auto Extension Endorsement

WC 42304A – Workers Compensation Waiver of Transfer of Rights of Recovery against Others.

(10) Liability for Premium. Contractor shall pay all insurance premiums, and HFC shall not be obligated to pay any premiums.

(11) Subcontractors. Contractor shall require all subcontractors to carry insurance naming HFC and the City of Houston as additional insured parties and meeting all of the above requirements except amount. The amount of coverage must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Contractor shall provide copies of insurance certificates to the President upon request.



(12) Proof of Insurance.

- (a) Prior to execution of this Agreement, Contractor shall furnish the President with certificates of insurance. If requested by the President, Contractor shall provide an Affidavit confirming that the certificates accurately reflect the insurance coverage maintained. If requested in writing by the President, Contractor shall furnish HFC with certified copies of Contractor's actual insurance policies.
- (b) Contractor shall continuously, and without interruption, maintain in force the required insurance coverages specified in this section. If Contractor does not comply with this requirement, the President, at his or her sole discretion, may
  - (i) immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
  - (ii) purchase the required insurance with HFC funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

HFC shall never waive or be estopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

(13) Other Insurance. If requested by the President, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

## **7.0 PERFORMANCE BOND**

Contractor shall furnish a performance bond or a clean irrevocable Letter of Credit for **\$500,000.00**, renewable each year of the Agreement Term including extension terms, conditioned on Contractor's full and timely performance of the Agreement. The bond must be in a form approved by HFC's General Counsel and issued by a corporate surety authorized and admitted to write surety bonds in Texas. Any clean irrevocable Letter of Credit must be in a form approved by HFC's General Counsel. The surety must be listed on the current list of accepted sureties on federal bonds published by the United States Treasury Department or reinsured for any liability in excess of \$100,000 by a reinsurer listed on the U.S. Treasury list. If HFC receives notice that the Performance Bond is cancelled, then HFC may not make a claim against the surety for failure to renew the Performance Bond, so long as the Contractor is performing all aspects of this Agreement without default, or for Contractor's default in not obtaining a new Performance Bond, but HFC may terminate the Contractor under this Agreement for default for its failure to provide a replacement bond.

## **8.0 WARRANTIES**

**8.1** Contractor 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 as more fully described in the Scope of Services.

With respect to any parts and goods it furnishes, Contractor warrants:

- (a) that all items are free of defects in title, design, material, and workmanship,
- (b) 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,
- (c) 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 will not cause any manufacturer's warranties to lapse or become invalid, and
- (d) that no item or its use infringes any patent, copyright, or proprietary right.

Contractor shall enforce all warranties on behalf of HFC and shall promptly repair or replace any part or equipment that fails in normal use and service.

- 8.2**
- (a) Contractor warrants that all services it performs under this Agreement will, at the time of Acceptance, be free from defects in workmanship for a period of one year and conform to the requirements of this Agreement.
  - (b) The President will give written notice of any defect or nonconformance to Contractor within one year from the date of Acceptance by HFC. In the written notice, the President will either require (1) Contractor to Correct the services to conform to the Agreement or (2) state that HFC does not require Correction of services identified in the written notice.
  - (c) In the event the President requires Contractor to Correct services already provided to HFC, then, Contractor shall do so at no cost to HFC and such services are subject to this Section to the same extent as was the work initially performed by Contractor under this Agreement. If Contractor fails to or refuses to Correct services as requested by the President, then the President may have a third-party vendor correct or replace services initially performed by Contractor at Contractor's cost or make equitable adjustments to the contract price.
  - (d) The President has the option either to require Contractor to Correct services as set out above, or to make an equitable adjustment to the contract price for the services initially performed by Contractor and later found to be incorrect or not Acceptable by the President under this Agreement.

## **9.0 COMPLIANCE WITH LAWS**

Contractor shall comply with all applicable State and federal laws.

## **10.0 LICENSES AND PERMITS**

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

## **11.0 M/W/DBE AND HUB COMPLIANCE**

Contractor shall make good faith efforts to award subcontracts equal to **24%** of the value of this Agreement to certified, diverse suppliers of goods and services in accordance with the Contractor Diversity Program established by HFC, which is incorporated herein by this reference. Contractor shall disclose to HFC the manner and extent to which it has made good faith efforts to achieve such goal and submit reports on forms provided by HFC on a quarterly basis.

## **12.0 DRUG ABUSE DETECTION AND DETERRENCE POLICY**

It is the policy of HFC 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 HFC premises is prohibited. Contractor shall comply with this policy and shall subject its employees to drug testing if there is a reasonable suspicion that the employees may be abusing drugs or alcohol while working on HFC premises. Contractor shall provide the President with copies of all such drug tests upon request. If an employee's drug test result is positive, Contractor shall prevent the employee with the positive drug test result from continuing to perform work related to this Agreement.

## **13.0 ENVIRONMENTAL LAWS**

**13.1** 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 HFC for any fines or penalties levied against HFC because of Contractor's failure to comply.

**13.2** Contractor shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to or from the Facilities except in strict compliance with the Environmental Laws. "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 storm sewer system or sanitary sewer system or elsewhere on HFC property in violation of the Environmental Laws.

## **14.0 CONTRACTOR'S PERFORMANCE**

Contractor shall make patron and guest 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 patrons and guests 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 President'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.

#### **15.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS**

15.1 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.

15.2 Failure of Contractor to pay its employees as required by law shall constitute a default under this Agreement 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.

15.3 Contractor shall defend and indemnify HFC from any claims or liability arising out of Contractor's failure to pay its subcontractors as required by law.

#### **16.0 PERSONNEL OF THE CONTRACTOR**

Contractor shall replace any of its personnel or subcontractors whose work performance is deemed unsatisfactory by the President.

#### **17.0 TAXES**

Contractor shall pay before delinquent all taxes and assessments of every nature which are lawfully levied, assessed or charged by any political subdivision and for whatever purpose upon Contractor's (i) proceeds received under this Agreement and/or (ii) from the Facilities. Contractor's liability for such taxes shall only exist with respect to taxes which accrue during the time periods falling within the Agreement Term. If in good faith Contractor desires to protest or contest the validity or amount of any tax or assessment, Contractor shall notify HFC in writing of its intention to do so not less than 30 days prior to the date on which any such tax or assessment would become delinquent, then Contractor may defer payment of any such tax or assessment so long as the validity or amount thereof shall be protested or contested by Contractor in good faith and by appropriate proceedings; it being understood that the entire expense of any such protest or contest by Contractor shall be borne solely by Contractor, which, likewise, shall be solely liable for all interest, penalties, and other charges of any type imposed as a result of any such protest or contest. Further, Contractor shall promptly furnish HFC with copies of all proceedings concerning such contest and if any collection proceeding of any nature is begun and not stayed or enjoined by Contractor at least 60 days prior to the commencement of any collection actions, Contractor shall immediately pay all sums claimed to be due.

#### **18.0 LEED STANDARDS**

18.1 HFC is committed to buying products with recycled content or environmentally sustainable alternatives that meet Leadership in Energy and Environmental Design (LEED) compliance standards.

18.2 The Contractor shall use approved LEED certified or "Green Certified" equipment, methods and applications whenever feasible, unless otherwise approved by the President.

## 19.0 QUALITY OF OPERATION

All services and goods provided by the Contractor shall be of a quality consistent with the quality for such services generally provided across the United States and shall conform in all respects to federal and State laws, rules and regulations, specifically including but not limited to, HFC regulations promulgated by the President.

### III. DUTIES OF HFC

#### 1.0 PAYMENT TERMS

HFC shall pay and Contractor shall accept fees provided in Exhibit "C" for all services rendered by Contractor. Contractor shall provide biometric time clock attendance documents to the Facility Managers with its invoices. **Invoices without complete and accurate time clock documentation will not be paid.** Invoices shall list any overtime separately. Invoices shall be submitted electronically to the Facility Managers by the fifth (5<sup>th</sup>) day of the month following each month in which services are performed.

#### 2.0 TAXES

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

#### 3.0 METHOD OF PAYMENT

HFC shall pay Contractor on the basis of invoices submitted by Contractor and approved by the Facility Managers, showing the specific tasks completed in the preceding month and the corresponding prices. HFC 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

If HFC disputes any items in an invoice Contractor submits for any reason, including lack of supporting documentation, HFC shall temporarily delete the disputed item and pay the remainder of the invoice. HFC 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 CHANGES

5.1 At any time during the Agreement Term, the President 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 extra work.

5.2 The President will issue the Change Order in substantially the following form:

**CHANGE ORDER**

TO: [Name of Contractor]  
FROM: Houston First Corporation (the "HFC")  
DATE: [Date of Notice]  
SUBJECT: Change Order under the Agreement between HFC and [Name of Contractor] signed by the HFC President on [Signature Date of the Agreement]

Subject to all terms and conditions of the Agreement, HFC 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 President]

- 5.3 The President may issue more than one Change Order; however, if a Change Order describes items that Contractor is otherwise required to provide under this Agreement, HFC is not obligated to pay any additional money to Contractor.
- 5.4 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 President’s decision regarding a time extension is final.
- 5.5 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.

**IV. TERM AND TERMINATION**

**1.0 CONTRACT TERM**

This Agreement is effective July 1, 2012 and remains in effect for three years ("Initial Agreement Term") unless sooner terminated according to the terms of this Agreement.

**2.0 RENEWALS**

If the President sends written notice of renewal to Contractor at least 30 days before expiration of the then-current term, then, upon expiration of the Initial Term, or a Renewal Term, as

applicable, this Agreement will be renewed for an additional one-year term (a "Renewal Term") upon the same terms and conditions, but not to exceed two such one-year Renewal Terms.

### **3.0 TIME EXTENSIONS**

The President may, in his or her sole discretion, extend the Agreement Term, including any renewal term, 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).

### **4.0 TERMINATION FOR CONVENIENCE BY HFC**

4.1 The President may terminate this Agreement at any time by giving 30 days' written notice to Contractor. HFC's right to terminate this Agreement for convenience is cumulative of all rights and remedies, which exist now or in the future.

4.2 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. HFC 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.

4.3 TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR HFC'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 HFC'S TERMINATION FOR CONVENIENCE.

### **5.0 TERMINATION FOR CAUSE BY HFC**

5.1 If Contractor defaults under this Agreement, the HFC President shall give notice and allow Contractor the opportunity to cure the default as provided below. HFC'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:

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

5.1.2 Contractor becomes insolvent;

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

5.1.4 a receiver or trustee is appointed for Contractor.

5.2 If a default occurs, the HFC President shall deliver written notice to Contractor describing the default and shall give Contractor no less than 30 days to cure such default.

If Contractor does not cure the default to the satisfaction of HFC within such cure period, then the HFC President may terminate this Agreement upon notice to Contractor.

- 5.3 After receiving the notice of termination, 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.

## 6.0 **TERMINATION FOR CAUSE BY CONTRACTOR**

- 6.1 Contractor may terminate its performance under this Agreement only if HFC defaults and fails to cure the default after receiving written notice of it. Default by HFC occurs if HFC 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 President describing the default and the proposed termination date.

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

## 7.0 **REMOVAL OF PROPERTY**

- 7.1 Upon the expiration or termination of this Agreement, Contractor shall remove all its removable property from the Facilities within ten working days of the expiration or termination. If Contractor fails to remove its property from the Facilities within this time, HFC may remove same at Contractor's expense without being liable for damages for such removal. If Contractor is indebted to HFC, HFC shall have a right to sell such property at public or private auction (with reasonable notice to Contractor) and retain any or all sums recovered from such sales which are then due HFC under the terms of the Agreement and pay any balance to Contractor.

- 7.2 At the end of the Agreement Term or any Renewal Term, Contractor shall remove all of its property from the Facilities pursuant to Section (1) above, and deliver possession of the Facilities peaceably to HFC. Unless an extension of time is authorized in writing by the President, Contractor shall completely vacate the Facilities in accordance with the provisions of this Section by midnight on the tenth working day after the last day of the Agreement Term or any Renewal Term.



## V. MISCELLANEOUS

### 1.0 INDEPENDENT CONTRACTOR

Contractor shall perform its obligations under this Agreement as an independent contractor and not as an employee of HFC. Contractor's personnel are solely employees of Contractor, are not employees or agents of HFC, and are not entitled to any compensation, employment benefits, or other employee rights from HFC. Contractor has the authority to select the means, methods and manner of providing services subject to the terms, conditions, and specifications in this Agreement. No principal/agent, partnership, joint venture, joint employer, or other relationship, other than an independent contractor relationship, is created or intended by this Agreement.

### 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 HFC 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 HFC.

2.4 If the Force Majeure continues for more than 30 days, the HFC President 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

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

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**

Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed by the HFC President and Contractor.

## **6.0 APPLICABLE LAWS**

**6.1** This Agreement is subject to the laws of the State of Texas, 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**

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

## **8.0 NON-WAIVER**

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

**8.2** An approval by the President, or by any other employee or agent of HFC, 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.

## **9.0 INSPECTIONS AND AUDITS**

HFC 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 three years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

## **10.0 ENFORCEMENT**

HFC's General Counsel or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to HFC's General Counsel all documents and records that HFC's General Counsel 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**

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**

Contractor shall remain obligated to HFC 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**

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

## **14.0 SUCCESSORS AND ASSIGNS**

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 HFC.

## **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 HFC President'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 HFC 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 HFC President's prior written consent.

## **16.0 REMEDIES CUMULATIVE**

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 PUBLICITY**

Contractor shall make no public announcement or release of information concerning this Agreement unless the release has been submitted to, and approved in writing by, the President.

## **EXHIBIT A DEFINITIONS**

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

**"Acceptance," "Accept," "Acceptable," or "Accepted"** means the President's written approval of the particular item or service specified herein.

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

**"Agreement Term"** is defined in Article IV.

**"Assistant Project Manager"** is Contractor's employee who assists the Project Manager with assigned tasks required by this Agreement, as described in the Scope of Services.

**"Consumer Price Index"** means the Consumer Price Index for All Urban Consumers (All Items) for the Houston-Galveston-Brazoria, Texas area, as compiled by the United States Department of Labor's Bureau of Labor Statistics.

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

**"Correction" or "Correct"** means the re-performance of the services identified in the President's written notice to Contractor for failure to meet the requirements of this Agreement as set out in the "Warranties" Section. "Correction" or "Correct" means the re-performance of the services identified in the President's written notice to Contractor for failure to meet the requirements of this Agreement as set out in the "Warranties" Section.

**"Custodial Supervisors"** perform tasks related to supervising Housekeepers, as described in the Scope of Services.

**"Custodian Leader"** means a HFC employee who communicates with Contractor about cleaning needs at the various Facilities.

**"Customer Service Representatives"** supervise Custodial Supervisors and Housekeepers, and perform a variety of tasks as described in the Scope of Services.

**"Facility Managers"** are HFC's managers who are responsible for the day-to-day operation of the Facilities.

**"Floor Supervisors"** supervise Contractor's staff and perform the tasks described in the Scope of Services.

**"HFC"** means the Houston First Corporation or its successor.

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

**"Housekeeper"** means an entry level cleaning worker who regularly performs a variety of cleaning tasks, as described in the Scope of Services.

**"Maintenance Supervisor"** means a HFC employee who ensures that Contractor schedules and performs necessary cleaning tasks.

**"Parties"** means all the entities set out in the preamble who are bound by this Agreement.

**"President"** means the President of HFC, or the person he or she designates.

**"Project Manager"** is Contractor's managerial employee responsible for ensuring that Contractor's day-to-day operations fulfill the requirements of this Agreement. The Project Manager will supervise all personnel assigned to the Agreement and will coordinate scheduling in cooperation with HFC's Facility Managers, Maintenance Supervisors, and Custodian Leaders.

**"Signature Date"** means the date this Agreement is countersigned by the HFC President.

**"Warehouse Supervisors"** are Contractor's employees who perform work related to the warehouses at the George R. Brown Convention Center and the Wortham Theater Center, as described in the Scope of Services, and who are trained and skilled in making minor repairs to furniture and equipment.

**EXHIBIT B**  
**SCOPE OF SERVICES**

## SCOPE OF SERVICES

Contractor shall furnish all the supervision and labor necessary to provide event cleaning and janitorial services for HFC's facilities (the "Facilities"):

- 1) George R. Brown Convention Center ("GRBCC")  
1001 Avenida de las Americas  
Houston, Texas 77010
- 2) Wortham Theater Center  
510 Preston  
Houston, Texas 77002
- 3) Jones Hall for the Performing Arts ("Jones Hall")  
615 Louisiana  
Houston, Texas 77002
- 4) Miller Outdoor Theatre ("MOT")  
6000 Hermann Park Drive  
Houston, Texas 77030
- 5) The Houston Center for the Arts ("HCA")  
3201 Allen Parkway  
Houston, Texas 77019
- 6) Talento Bilingue de Houston ("TBH")  
333 South Jensen  
Houston, Texas 77003
- 7) Theater District Outdoors, located in downtown Houston:
  - a. Sesquicentennial Parks I and II, and Fish Plaza, the exterior grounds outside the Wortham Theater Center, including statues of a former American president and secretary of state located therein;
  - b. Sabine Promenade (a 23 acre waterfront area adjacent to Buffalo Bayou, from Sabine Street to Bagby);
  - c. Jones Plaza, a plaza across the street from Jones Hall;
  - d. Root Memorial Square Park, a park bordered by Clay, Bell, Austin and La Branch streets;
  - e. Sweeney Clock Triangle, a small landscaped area located on a triangular esplanade between Capitol Street and Rusk Street, on Bagby Street; and
  - f. Albert Thomas office at Bayou Place, a replica of the office used by the late Congressman Albert Thomas, located at 500 Texas Avenue, Houston, Texas.

## **1.0 Personnel Requirements**

**1.1** Contractor shall provide the following employees defined below on short notice to augment HFC's personnel resources:

- 1.1.1 Housekeepers
- 1.1.2 Customer Service Representative (“CSRs”)
- 1.1.3 Custodial Supervisors
- 1.1.4 Warehouse Supervisors, and
- 1.1.5 Floor Supervisors.

Full-Time employees means those employees hired on a permanent basis, who are generally scheduled to work for thirty (30) hours or more per week. Part-Time employees are those employees who are hired on a permanent basis, who are generally scheduled to work less than thirty (30) hours per week. Temporary employees are those employees who are not scheduled to work on a regular basis but may be called on an as needed basis from time to time to fill vacancies or to perform extra work caused by business demand or otherwise.

**1.2** Contractor shall provide from one to 20 additional Housekeepers per shift upon four hour notification, unless a shorter or longer period of time is mutually agreed upon by the Facility Managers and Contractor. Contractor shall provide from one to five Custodial Supervisors per shift upon four hour notification, unless a shorter or longer period of time is mutually agreed upon by the Facility Managers and Contractor.

A shift is defined as a scheduled eight hour work period.

**1.3** Contractor shall provide from 21 to 50 additional Housekeepers, from six to ten Custodial Supervisors per shift upon 12 hour notification, unless a shorter or longer period of time is mutually agreed upon by the Facility Managers and Contractor.

**1.4** Contractor shall provide 51 to 150 additional Housekeepers, and from 11 to 20 Custodial Supervisors, per shift upon 48 hour notification, unless a shorter or longer period of time is mutually agreed upon by the Facility Managers and Contractor.

**1.5** Contractor’s supervisory personnel must have specific skills and sufficient training to accomplish the duties required by this Agreement. Contractor’s training program must include customer service training and must be approved by the Facility Managers, either orally or in writing.

**1.6** All personnel must be capable of comprehending and executing instructions as they relate to the duties required by this Agreement.

**1.7** Warehouse Supervisors must be trained and skilled in making minor repairs to furniture and fixtures including, but not limited to, the following.

- 1.7.1 Formica Tables (Square and Round)
- 1.7.2 Staging and Risers



- 1.7.3 Office Desks and Credenzas
- 1.7.4 Stack Chairs
- 1.7.5 Cushioned and Upholstered Chairs and Sofas
- 1.7.6 Basic equipment for events, such as podiums or lecterns.
- 1.7.7 Vacuum Cleaners

Parts, materials and supplies for furniture and equipment repairs will be furnished by HFC unless special services are requested. A least one Full-Time Warehouse Supervisor is required at the GRBCC, and one Full-Time Warehouse Supervisor is required at the Wortham Theater Center, unless a lesser number is approved by the President.

- 1.8 Housekeepers must be trained and skilled in floor care and minor flooring repairs, which include, but are not limited to, care and replacement of the following flooring materials furnished by HFC.

- 1.8.1 Carpet
- 1.8.2 Vinyl Composition Tile
- 1.8.3 Granite
- 1.8.4 Concrete
- 1.8.5 Marble
- 1.8.6 Wood

- 1.9 **Special Finishes:** Facility Manager approval of cleaning materials is required before handling special finishes such as teak, brass, and marble. Facility Managers may give their approval either orally, in person or by telephone, or in writing. E-mail or facsimile (fax) approval is also considered acceptable.

- 1.10 Contractor shall dedicate, at no expense to HFC, a Full-Time Project Manager, who will have an office in one of the HFC Facilities designated by the President for the term of this Agreement. The Project Manager must have at least five years' experience commensurate with the requirements of this Agreement and shall be solely dedicated to this Agreement.

- 1.11 Contractor shall also dedicate a Full-Time Assistant Project Manager to this Agreement, whose minimum salary shall be at least **\$29,120.00** per year. The Assistant Project Manager shall be assigned to work solely at the George R. Brown Convention Center and must have at least five years' previous supervisory experience. It is preferred that the Assistant Project Manager be bilingual (able to communicate both in English and Spanish).

- 1.12 The President has the right to interview and approve the final candidates for the Project Manager and Assistant Project Manager positions. The persons in those positions shall not be changed without the President's prior written approval. Contractor shall communicate with both the President and the Facility Managers about changes to its managerial staff prior to any such changes being made.

- 1.13 Contractor shall provide at least two personnel per shift at the GRBCC, Warehouse Supervisors or Custodial Supervisors, who are trained to operate forklifts, scrubbing

machines and other vehicles necessary to complete the assigned tasks. Contractor shall ensure that all persons operating forklifts have completed an approved forklift training class and have received certification prior to operating vehicles.

- 1.14 Contractor shall fill vacated Customer Service Representative (“CSR”) positions in a timely manner.
- 1.15 A minimum of four Full-Time CSRs for Theater District Facilities (one each for the Wortham Theater Center, Jones Hall, Theater District Outdoors, and Miller Outdoor Theatre) and four Full-Time CSRs for the GRBCC must be assigned to this Agreement to handle all needs, facilitate communication, and ensure quality of services, unless a lesser number is approved by the President. The CSRs must maintain an office on a 40 hour per week basis at Facility locations, hours and days specified by the President. The CSRs or persons handling CSR responsibilities must be available by telephone 24 hours a day to handle requests for services. If the assigned individuals are replaced, the President and the Facility Manager must be notified in writing immediately. CSRs shall supervise all events and activities as directed by the Project Manager, who will receive instructions from HFC Facility Managers, Maintenance Supervisors, and Custodian Leaders.
- 1.16 Contractor shall provide office furniture, equipment, and supplies for Contractor’s office(s), including telephone service, at its sole expense. The cost of these items shall not be billed to HFC.
- 1.17 At the GRBCC, Contractor shall provide Housekeepers as deemed necessary by the Facility Manager, to perform cleaning services that include, but are not limited to, special "detailing" of facility areas, other cleaning projects on an as needed basis, and the cleaning, wiping and dusting of beams, trusses, fixtures, columns and ceilings all at a height of up to 35' using personnel lifts.
- 1.18 Contractor shall maintain 104 Full-Time staff, as defined above, deployed in accordance with a staffing plan approved by the President. Contractor shall develop a reliable staff of Part-Time and Temporary employees, as defined above, so as to prevent any reduction in quality and quantity of service during the Agreement Term.

The number of Full-Time employees initially required at each Facility is listed below:

- 1 Project Manager (for all Facilities)
- GRBCC:
  - 40 Housekeepers
  - 4 Customer Service Representatives
  - 15 Custodial Supervisors
  - 1 Warehouse Supervisor
  - 6 Floor Supervisors
  - 1 Assistant Project Manager
- Wortham:
  - 16 Housekeepers
  - 1 CSR
  - 1 Warehouse Supervisor

Jones Hall:	7 Housekeepers
	1 CSR
	1 Custodial Supervisor
Miller Outdoor Theatre:	4 Housekeepers
	1 CSR
TBH:	1 Custodial Supervisor
HCA:	1 Custodial Supervisor
TDO:	1 Housekeeper
	1 CSR
<hr/>	
	104 total Full-Time employees

The actual amount of work hours for Full-Time and/or Part-Time employees will vary and may be more or less than the quantities specified in this Section depending on the scheduled events and the needs of HFC. No specific amount of work hours are guaranteed for Full-time or Part-time employees of Contractor for purposes of work availability or payment by HFC to Contractor for such work.

HFC reserves the right to add or delete Full-Time employees as the President deems necessary. For Part-Time and/or Temporary employees, Contractor shall submit a staffing plan on an event basis in advance of such event for approval by the Facility Manager of the Facility where the event will be held.

## **2.0 Contractor's Responsibilities**

### **2.1 Project Manager Duties**

Contractor's Project Manager shall perform duties which include, but are not limited to, the following:

- 2.1.1 Schedule personnel.
- 2.1.2 Supervise Contractor's CSRs and employees.
- 2.1.3 Develop, implement and manage an organized system for all personnel to ensure compliance with this Agreement and provide quality assurance.
- 2.1.4 Develop familiarity with the industries that comprise HFC's clients, i.e., conventions, trade shows, the performing arts, concerts, etc. The Project Manager shall periodically observe events at all Facilities to assess actual practices of operations. As Facility event schedules permit, HFC Facility Managers will coordinate with the Project Manager to make arrangements for such Facility visits.

- 2.1.5 Develop with HFC's Maintenance Supervisors and Custodian Leaders an efficient and effective maintenance operation.
- 2.1.6 Provide documentation to the Facility Managers of on-going written and oral training programs in state-of-the-art cleaning techniques, customer service, and safety for Contractor's personnel, if requested.
- 2.1.7 Must be on call 24 hours a day to handle HFC requests.
- 2.1.8 Must ensure that labor staff does not use the stairwells or leasable areas of the Facility for rest or lunch breaks. Breaks must be taken in areas designated by HFC personnel.
- 2.1.9 Facility Managers will provide the Contractor's Project Manager with a list of anticipated duties the required personnel must provide. Examples of some typical duties are listed in Section 8.0. Work responsibilities may be general in nature, but will be defined in such a way that Contractor shall be able to provide personnel with the proper training and work skills.
- 2.1.10 Verify all timekeeping records and ensure accurate time recording for invoicing, using the Kronos system.

## **2.2 Assistant Project Manager Responsibilities**

The Assistant Project Manager shall assist the Project Manager with his or her duties, as described above, and shall be dedicated exclusively to this Agreement. The Assistant Project Manager will be assigned to work at the GRBCC and shall perform tasks including, but not limited to, the following:

- 2.2.1 Assist Project Manager in all phases of management.
- 2.2.2 Complete identification badge requests for all new employees.
- 2.2.3 Ensure all background, drug and other pre-employment checks are completed.
- 2.2.4 Customer Service Training: Train all staff, or ensure that all cleaning personnel are trained, on how to be courteous and helpful to patrons and customers.
- 2.2.5 Conduct safety training and training on proper use of all equipment and cleaning supplies, meeting room chairs, stages, risers, pallet jacks and other material handling equipment.
- 2.2.6 Monitor performance of staff working in exhibit halls, meeting rooms and public areas.
- 2.2.7 Ensure that assigned personnel follow all setup and floor plan requirements.
- 2.2.8 Understand and implement meeting room and exhibit hall equipment setup instructions.

- 2.2.9 Work closely with HFC's Maintenance Supervisors to ensure that all setup arrangements for events are made in a satisfactory and timely manner.
- 2.2.10 Must be able to read, understand, and follow all floor plans, setup and event plan documents, e.g., show floor plans, and give directions to cleaning staff.

### **2.3 Floor Supervisor Responsibilities**

Floor Supervisors shall perform duties which include, but are not limited to, the following:

- 2.3.1 Ensure all set-up and cleaning work meets show requirements and Agreement specifications.
- 2.3.2 Read and explain floor plans to cleaning personnel.
- 2.3.3 Follow event instructions and show requirements as directed by HFC Custodian Leaders and Maintenance Supervisors, and communicate set-up instructions to Housekeepers and other cleaning personnel.
- 2.3.4 Supervise Contractor's staff.
- 2.3.5 Must use equipment in the most efficient manner to produce maximum productivity and demonstrate the safe and effective use of equipment to Contractor's staff.

### **2.4 Customer Service Representative ("CSR") Responsibilities**

CSRs shall perform duties which include, but are not limited to, the following:

- 2.4.1 Ensure proper clock in and clock out procedures for Contractor's personnel, who shall use biometric time clocks as described herein. Implement staff schedules, verify timekeeping, and communicate with temporary labor services.
- 2.4.2 Account for all personnel on duty within five minutes prior to start time when requested by a Facility Manager.
- 2.4.3 Attend Facility staff meetings held by HFC.
- 2.4.4 Ensure good quality performance by Contractor's personnel. Direct staff to assigned locations and monitor lunch breaks.
- 2.4.5 Implement and monitor security procedures for Contractor's personnel and comply with security procedures established by HFC.
- 2.4.6 Maintain a well-groomed, neat attire and professional manner at all times when on duty in the Facilities.
- 2.4.7 Ensure that Contractor's personnel comply with applicable HFC policies and procedures. The Facility Manager will provide copies of applicable policies and procedures.

- 2.4.8 Ensure that Contractor's personnel meet required standards, including wearing approved uniforms and maintaining personal hygiene standards.
- 2.4.9 Terminate inefficient, ineffective or unsuitable personnel.
- 2.4.10 Be present at event locations, or nearby, prior to and during the opening of each event to ensure the staff maintains a high quality of cleaning and maintenance standards for all events, including events held in large function and meeting rooms within the Facilities.
- 2.4.11 At the Miller Outdoor Theatre, and other Facilities as required, CSRs must be present during the daily cleaning shift, evening performance cleaning shift, and special cleanings to manage the quality of staff, cleaning and maintenance.
- 2.4.12 At least one CSR shall be on site in the GRBCC during each and every shift.
- 2.4.13 Ensure that recycling guidelines are followed.

## **2.5 Custodial Supervisor Responsibilities**

Custodial Supervisors shall perform tasks which include, but are not limited to, the following:

- 2.5.1 Explain tasks and assignments to the Contractor's personnel and relieve or replace such personnel as deemed necessary.
- 2.5.2 Supervise the regular Housekeepers and report any problems to the CSR and/or the Project Manager.
- 2.5.3 Assist the CSRs with the performance of their duties, and perform other tasks as the Project Manager deems necessary, to facilitate cleaning services at the Facilities.
- 2.5.4 Have specific skills and training to accomplish the required duties. Custodial Supervisors must have received adequate customer service training and are subject to the President's or Facility Manager's approval.
- 2.5.5 Have sufficient knowledge and communication skills to give clear instructions to the Housekeepers. Custodial Supervisors must instruct Housekeepers about proper cleaning techniques, safe operation of equipment, safe work practices, and the methods in which required tasks shall be performed.
- 2.5.6 Ensure that all staff stay in assigned areas and follow all HFC and Contractor rules and regulations.
- 2.5.7 Follow and enforce all Facility rules and regulations. Direct the Housekeepers to follow HFC's recycling guidelines and policies.
- 2.5.8 Understand setup plans for events, e.g., meeting room and exhibit hall equipment setups.

- 2.5.9 Ensure that staff meets productivity goals and deadlines.
- 2.5.10 Manage staff lunch breaks so that an adequate level of cleaning coverage is maintained.
- 2.5.11 Must be forklift certified, able to safely operate lifts, pallet jacks, and all motorized equipment.
- 2.5.12 Build stages, set up meeting room chairs and tables per diagram and follow diagrams.
- 2.5.13 Understand and communicate all cleaning and recycling procedures and requirements to cleaning personnel.

## **2.6 Warehouse Supervisors**

Contractor shall employ at least one and up to a total of four Warehouse Supervisors at the GRBCC, and one Warehouse Supervisor at the Wortham Theater Center, unless a lesser number is approved by the Facility Managers. The Warehouse Supervisors shall keep track of an inventory of furniture, equipment and supplies located at the GRBCC warehouse, and at the Wortham Theater Center warehouse area, and shall facilitate the transportation of the furniture, equipment and supplies to other Facilities as needed.

The Warehouse Supervisors shall also perform the following duties:

- 2.6.1 Maintain the cleanliness and order of the warehouses.
- 2.6.2 Check out equipment and supplies. The Warehouse Supervisors must have computer and bar code skills.
- 2.6.3 Inform a HFC supervisor about any equipment problems.
- 2.6.4 Understand and require safe operation of equipment used in the warehouses. Warehouse Supervisors assigned to the GRBCC must be forklift certified, and must be able to operate pallet jacks, golf carts, lifts, and all equipment. Contractor shall keep proof of forklift certification in its files and provide copies to the Facility Managers if they request copies.
- 2.6.5 Work closely with all Custodial Supervisors and staff to ensure that all equipment and event requests are handled in an efficient manner.
- 2.6.6 Enforce all applicable HFC rules and regulations, including recycling policies.
- 2.6.7 Inventory all equipment, supplies, and materials weekly or as directed by Facility Managers.
- 2.6.8 Repair tables, chairs, staging, vacuum cleaners, etc., as requested.
- 2.6.9 Monitor condition and maintenance of all motorized and portable equipment.

## **2.7 Housekeepers**

Housekeepers shall perform tasks which include, but are not limited to, the following:

- 2.7.1 Perform assigned cleaning tasks, equipment set up, and recycling tasks as described herein.
- 2.7.2 Follow HFC's recycling procedures.
- 2.7.3 Provide a high level of customer service.
- 2.7.4 Understand and follow all facility rules for tradeshow, meetings, and events.
- 2.7.5 Must be trained in safe work practices and effective performance of the following: cleaning, equipment set up, recycling, and customer service.

## **2.8 Maintenance of Records**

Contractor shall establish and maintain records for all requests submitted by HFC and invoices sent to HFC for payment. All records shall be kept at a location suitably accessible to authorized HFC representatives as required in the "Audit and Inspection" Section of this Agreement. HFC shall have the right to inspect and audit all such records at its own expense.

- 2.9 Contractor acknowledges that HFC will act as an exclusive ordering agent for this Agreement.
- 2.10 Contractor must provide HFC with 24 hour a day, seven days per week phone numbers for contacting the Contractor at any time. These numbers must be kept current and phone calls must be returned within one hour.

## **2.11 Hours and Times of Work**

The President and Facility Managers have the right to set the hours and times services are required. No amount of hours for Full-Time and/or Part-Time employees of Contractor are guaranteed. Such hours may vary depending on scheduled events and the needs of HFC. Work hours shall not be limited to a certain time period during the day. Requirements for services may be scheduled at any time during the day or night, weekends and/or holidays. Under certain circumstances, due to extra labor needed for special projects or large events, Contractor may allow its employees to work overtime instead of providing extra labor personnel, but only if approved in advance by the President or a Facility Manager. Contractor shall pay its employees for overtime at the rate of one and one-half multiplied by the employee's regular hourly wage and shall bill HFC at the overtime rates set out in the fee schedule attached hereto as Exhibit "C," which billings will include additional direct costs to Contractor associated with payment of overtime pay. For the purposes of this Agreement, "Overtime" means hours worked in excess of 40 hours per week.



**2.12** Contractor and its subcontractor(s) shall prepare their personnel's payroll checks, make all necessary deductions, and pay all taxes and insurance required by federal, State and local laws.

**2.13** Contractor's personnel are not employees of HFC and shall not be considered as such, nor be entitled to benefits and provisions which are due employees of HFC. Payroll, hiring, firing, assignment of personnel, the means, methods, and manner of performing services subject to the specifications in this Agreement, and supervision of employees shall be handled solely by Contractor.

**2.14** Contractor shall replace any personnel immediately upon oral or written notification from the President stating that they are not performing satisfactorily. Contractor shall re-do any work the President deems unsatisfactory by oral or written notice to Contractor, at no additional charge to HFC.

**2.15** Any of Contractor's employees, including subcontractor employees, whose employment is terminated at any Facility under this Agreement shall not be re-assigned to any other HFC facility.

**2.16** Contractor must provide personnel with approved uniforms. In addition, Contractor personnel must have good personal hygiene as well as reliability, punctuality, honesty, proper work habits, and proper behavior in accordance with the needs of HFC, for all events, as determined by the President and the Facility Managers.

**2.17** Contractor must provide personnel who are familiar with the Facilities and Facility layout to which they are assigned. Contractor shall develop and use a written orientation program approved by the President to be used as a handout, specific to each Facility location.

**2.18** Contractor shall offer employment and agrees to hire and utilize personnel from the previous cleaning service commensurate with their skills and abilities. Non-supervisory personnel are currently represented for purposes of collective bargaining by Local 1 of the Service Employees International Union.

**2.19** Contractor must distribute all payroll checks earned by its personnel assigned to any Facility at a location other than any Facility included in this Agreement. All such payroll checks must be distributed by a representative of Contractor other than one of the CSRs on duty under the terms of this Agreement. Contractor shall distribute payroll checks to its employees no later than 3:00 p.m. on each regularly scheduled payday, at least every other week on Friday. If the payroll checks are drawn upon insufficient funds, or are distributed late on more than one occasion, either by Contractor or Contractor's subcontractor, the President may terminate the Agreement by sending written notice to Contractor. Additionally, if Contractor or Contractor's subcontractor is late distributing payroll checks or issues payroll checks drawn upon insufficient funds, Contractor shall remedy such errors and shall pay liquidated damages as specified herein. If Contractor or its subcontractor knowingly issues checks drawn upon insufficient funds, it may face criminal penalties as well. Contractor and its subcontractor(s) shall keep accurate records of the time its employees work and all employees' paychecks shall include any and all amounts, including overtime, owed to the employees for the applicable pay period. Contractor shall be responsible for ensuring that its subcontractor complies with all requirements of this section.

## **2.20 Training Program and Safety Policies**

When new personnel are provided, Contractor shall conduct, at a minimum, an eight hour orientation of the particular Facility layout and proper use of equipment. Contractor's on-going safety training and policies shall include, but are not limited to, back injury prevention techniques, proper application of cleaning chemicals, and established cleaning techniques. All training shall be done at Contractor's cost, including training prior to new personnel commencing with work assignments and on-going training conducted throughout the term of the Agreement. The format of such training must be approved in advance by the Facility Manager. For the term of the Agreement, Contractor must maintain documentation of training performed for all personnel, including training logs and reports, and provide such documentation to the Facility Managers upon request.

## **2.21 Criminal Background Checks**

At its sole expense, Contractor shall conduct national and local background checks on all temporary and permanent employees, including subcontractor employees, before they are assigned to work at any of the Facilities. Background checks shall include a thorough criminal history check, including registered sex offender status, prior employment history check, inclusive of reasons for dismissals, if any, and level of education. Background checks shall be conducted in accordance with EEOC regulations including EEOC Enforcement Guidance entitled "Consideration of Arrest and Conviction Records in Employment Decisions under Title VII of the Civil Rights Act of 1964," as may be amended from time to time. Upon request by the President, Contractor shall provide evidence that the background checks have been conducted, both at the beginning of the Agreement and at any other time deemed necessary by the President throughout the term of the Agreement. Failure to strictly comply with this requirement is grounds for immediate termination of the Agreement.

Contractor shall be responsible for all costs associated with the background checks.

Contractor may also be required by HFC at Contractor's expense to conduct additional background checks for special events.

Contractor shall develop and implement a written targeted screen of factors for Contractor's evaluation of the criminal background checks for Contractor's temporary and regular employees working at HFC Facilities. The factors shall include the nature and gravity of the offense or conduct, the time that has passed since the offense, conduct, or completion of the sentence, and the nature of the job taking into account the public nature and usage of HFC's Facilities. Contractor shall submit the written targeted screen to HFC for its approval.

If any of Contractor's employees and subcontractor employees are identified by the targeted screen, then Contractor shall conduct an individualized assessment of those so identified consistent with job relatedness and business necessity for the work to be performed.

Prior to employment, all personnel hired shall be drug tested at Contractor's expense. Subsequent drug testing, whether at random or for reasonable suspicion, shall also be conducted at Contractor's expense. Contractor shall ensure that drug testing services are available during

both day and evening shifts. Any employee or applicant testing positive for drugs shall be dismissed and shall not be permitted to work at any HFC Facility.

### **3.0 Uniforms, Supplies, and Equipment**

**3.1** At no expense to its employees, Contractor and its subcontractor(s) shall provide five sets of complete everyday uniforms, two sets of complete formal uniforms (where indicated), and additional garments required for outdoor work, as described in the sections below. All uniforms must be approved by the President.

**3.2** Uniforms shall be first quality, clean and pressed, of good appearance and free from foreign matter, stains, burns, scorched spots, tears or holes, and excessive visible mending. Contractor shall replace excessively worn or damaged uniforms with new uniforms as the Facility Managers deem necessary.

**3.3** Contractor and its subcontractor(s) shall clean the uniforms at their expense and shall not charge their employees for the cost of the uniforms or the cost of cleaning the uniforms, with the exception of uniforms that are lost or stolen. At some Facilities, Contractor's employees may be given the option of cleaning their own uniforms, with the Facility Manager's advance approval.

**3.4** Employees working regular daily schedules shall wear the uniforms described below. All temporary labor and personnel hired by Contractor and its subcontractor(s) shall also wear the same uniforms. If logos are required, **the uniforms must include only the Facility logo, not Contractor's logo.** Shoes must be clean, appropriate black work shoes.

### **3.5 Formal Uniforms**

During certain special events at the GRBCC and all theater performances, Contractor shall provide a more formal uniform of corporate quality. This uniform shall consist of a corporate quality long sleeve white dress shirt, black dress slacks, black dress shoes (no tennis shoes), and a black clip-on bow tie. A white long-sleeved dress shirt meeting minimum specifications shall be of a polyester/cotton blend broadcloth fabric (4.55 oz.) with durable press finish. The design shall be banded collar with neat points, permanent collar stays, 1/4" top-stitching on collar and cuffs, two hemmed spade-style pockets with triangular bartacks, center pleat placket, two-piece shoulder yoke, seven buttons with vertical buttonholes, and barrel style lined cuffs with rounded corners. Dress slacks meeting minimum specifications shall be of 100% texturized polyester plain weave with Visa soil release finish (7 oz.), of straight leg model, zipper fly front, two quarter top and two set-in single welted hip pockets, fused waistband with five to seven belt loops. The black bow tie meeting minimum acceptable requirements shall be of a smooth polyester blend fabric, pre-formed and having a clip-on attachment. All uniforms shall be identical for all personnel on duty (i.e. long sleeves, short sleeves). For theater events, Custodial Supervisors must wear black blazers with Facility logo on the breast pocket.

### **3.6 Uniform Specifications for the GRBCC**

Uniforms for the GRBCC shall consist of short sleeve work shirts (65/35 blue with white stripes), navy blue work pants (65/35 work pants), black belt, and navy jacket.

Men's/Women's - navy work pant  
Men's/Women's - Black 2 inch belt  
Men's/Women's - blue/white pin stripe work shirt, short sleeve  
Men's/Women's navy jacket (same color as work pants)

Fabrics used for uniforms shall be a machine washable blend of polyester/cotton (65/35).

### **3.7 Houston Center for the Arts Uniforms**

At the Houston Center for the Arts, Contractor shall provide each employee with five non-event uniforms and two event uniforms. Additionally, Contractor shall provide several sets of uniforms in a variety of sizes for cleaning personnel, for emergency purposes. These uniforms will be kept on-site.

#### **A. Non-Event Uniform**

Oxford cloth button-down shirt, short sleeve, White  
Pleated work pant, Navy  
Dress uniform belt

#### **B. Event Uniform**

Oxford cloth button-down shirt, long sleeve, White  
Pleated work pant, Black  
Dress uniform belt  
Bow tie, Black  
Each employee shall wear black shoes and black socks with the event uniforms.

Contractor shall ensure that uniforms are cleaned on a weekly basis. Contractor's employees must be in proper dress at all times when on property.

### **3.8 Theater District Outdoors Uniforms**

For Theater District Outdoors, Contractor shall provide the following uniforms to its employees, including subcontractor employees. Employees assigned to Theater District Outdoors will wear a more casual uniform than the formal uniforms required at the theaters.

#### **A. Shirts**

Five pairs - 100% cotton "Club Classic" golf shirts / with a pocket  
Color-Burgundy

The 100% cotton shirts are for comfort in the spring and summer months.

#### **B. Slacks**

Five pairs- "Aviator Cargo" pants  
Color: Khaki

**C. Outerwear for Cold Weather**

Two -"Systems" Parkas  
Color: Deep Teal (dark greenish blue/black)

Two -"Systems" Jackets  
Color: Deep Teal (dark greenish blue/black)

The "Systems" jackets are for outerwear during the fall and winter. The "Systems" parkas are for extreme or excessively cold weather.

**D. Shorts for Hot Weather**

The cargo shorts listed below are to be worn during hot weather (spring/summer).

Five pairs khaki shorts (100% cotton), cargo style, with multiple utilitarian pockets.

**3.9 Uniforms for Wortham Theater Center, Jones Hall, and Talento Bilingue de Houston**

For the Wortham Theater Center, Jones Hall, and Talento Bilingue de Houston, Contractor and its subcontractor(s) shall provide each employee with five non-event uniforms and two event uniforms. Additionally, Contractor shall provide several sets of uniforms in a variety of sizes for cleaning personnel, for emergency purposes. These uniforms will be kept on-site.

**A. Non-Event Uniform**

Oxford cloth button-down shirt, short sleeve, white  
Pleated work pant, navy  
Dress uniform belt

**B. Event Uniform**

Oxford cloth button-down shirt, long sleeve, white  
Pleated work pant, black  
Dress uniform belt  
Clip-on bow tie

Each employee shall wear black shoes and black socks with event uniforms. Contractor shall clean these uniforms on a weekly basis. Contractor's employees, including employees provided by Contractor's subcontractor, must be in proper dress at all times when on property.

President may request a change in uniform specifications by sending a written notice to Contractor. Any uniform changes will be of similar costs to existing specifications. Contractor shall bear the costs associated with any change in uniform specifications.

### **3.10 Miller Outdoor Theatre Uniforms**

Contractor shall provide five complete sets of uniforms to each employee working at Miller Outdoor Theatre. The required uniform must include the Facility's logo. Shoes must be clean, appropriate work shoes. All temporary labor and personnel hired by the Contractor shall also wear the same uniform.

For hot weather, each assigned employee must also have five pairs khaki shorts (100% cotton), cargo style (with multiple utilitarian pockets), and one cotton baseball cap.

For winter, each employee must have a winter coat and a skull cap, in addition to the other uniform requirements.

#### **A. Shirts**

Five 100% cotton polo shirts with embroidered Miller Outdoor Theatre logo.

Shirt Colors:

- (i) two white shirts with navy blue trim and
- (ii) three navy blue shirts with white trim.

#### **B. Pants**

Five cargo pants:

- (i) three khaki pants, and
- (ii) two navy blue pants

#### **C. Hot Weather Wear**

- (i) Five cargo shorts:
  - a. three khaki shorts, and
  - b. two navy blue shorts
- (ii) One 100% cotton adjustable baseball cap, color: navy blue

#### **D. Cold Weather Wear**

- (i) One skull cap, navy blue
- (ii) One winter coat, navy blue

### **3.11 Photo Identification Badges**

Contractor must provide, at no expense to HFC, photo-bearing identification badges to be worn at all times by all of its regular employees, and badges numbered sequentially starting from number one, to be worn at all times by all of its temporary personnel, which include subcontractor personnel. If requested by a Facility Manager, the numbered badges must be logged daily, so identity can be traced if necessary. The GRBCC and the Wortham Theater

Center will provide Contractor's employees with photo i.d. badges at no cost to Contractor. Contractor will be responsible for the cost of replacing lost badges, at \$10.00 per badge.

### **3.12 Equipment and Supplies, Generally**

HFC shall furnish any and all necessary equipment and supplies required to perform the event cleaning and equipment maintenance/repair services, except as described below. Contractor shall repair and/or replace any furniture fixtures, equipment, or other items stolen or damaged by Contractor's or its subcontractor's personnel.

### **3.13 Supplies for the Miller Outdoor Theatre**

HFC shall furnish all supplies at the Miller Outdoor Theatre, which include, but are not limited to, cleaning powders, cleaning liquids, waxes, towels, tissue, toilet paper, poly liners, garbage bags, bar soaps, and liquid soap. HFC will also provide gloves, brushes, squeegees, brooms, mops, buckets, and sponges.

A conveniently located locking storage room will be available to the Contractor for storage of supplies at the Miller Outdoor Theatre. Supplies on site shall be maintained for immediate use only. Gas operated equipment and fuel containers cannot be stored on site. The keys to the storage room will be included with the set of building keys issued. Contractor is responsible for lost, damaged, or stolen equipment.

### **3.14 Radios**

Contractor shall furnish its supervisory employees with hand-held, two-way radios. These radios must operate on the same frequency as HFC's radios and must be in working condition at all times. Contractor shall be responsible for the cost of providing service of these two-way radios, and for providing extra batteries, which must be available at all times. Batteries shall be replaced at shift change, to avoid disruption of work.

The minimum number of operating, two-way radios and chargers that Contractor shall provide, with hand sets and extra replacement batteries, are as follows:

GRBCC:	16 radios and 16 chargers
Wortham Theater Center:	4 radios and 4 chargers
<u>Jones Hall:</u>	<u>5 radios and 5 chargers</u>
	25 total

The Contractor is also responsible for the service of the two-way radios. The GRBCC requires the following type of radio: Motorola XPR6350 4 watt 32ch UHF Portable Digital Radio. The Wortham Theater Center and Jones Hall require 16-channel radios, programmable to new FCC requirements.

Equivalent radios may be acceptable, subject to Facility Manager approval. Contractor shall consult each Facility Manager about each Facility's unique radio requirements and provide whatever type of radios the Facility Managers require, in the numbers listed above.

### **3.15 Smart Phones or Blackberries**

Contractor shall provide the following number of smart phones or Blackberries for the CSRs, the Assistant Project Manager, and the Project Manager. The phones must be capable of transmitting text, e-mail, and pictures.

Project Manager:	1
Assistant Project Manager	1
GRBCC:	4
Wortham Theater Center:	1
Jones Hall:	1
Talento Bilingue de Houston	1
Miller Outdoor Theatre:	<u>2</u> with Verizon as the service carrier
	11 total

Contractor is responsible for all costs associated with the phones, including phone service, and keeping an adequate number of phone chargers on hand to keep all phones operating continuously. Damaged, lost, or stolen phones and phone chargers shall be promptly replaced at Contractor's expense.

### **3.16 Biometric Time Clocks and Software**

The Contractor's employees and subcontractors shall use the Kronos biometric time clock system provided by HFC. Contractor and its subcontractors shall obtain all required licenses to utilize the Kronos system. At its sole expense, Contractor and its subcontractor(s) shall obtain President-approved biometric time clock software that interfaces with Contractor's and subcontractors' payroll and invoicing systems. At a future date, Contractor may be asked to conform its biometric time clock system to link with HFC's computerized financial accounting system, and Contractor shall comply with such a request when it is made.

The Contractor shall provide copies of biometric time clock reports to the Facility Managers, with its invoices.

## **4.0 Schedule of Duties**

The Contractor shall perform cleaning, housekeeping, and recycling duties including, but not limited to, the following:

### **4.1 George R. Brown Convention Center:**

#### **4.1.1 Lobbies:**

- Seal and maintain granite floors.
- Vacuum, sweep, mop, etc.
- Set out and empty waste containers, ashtrays, sand urn, etc.
- Clean trash from floor, counters, tables, etc.
- Place recyclable materials in recycling bins.
- Dust supports, column supports, and air ducts on registration level.
- Clean lockers after every event.



#### 4.1.2 Exhibit Hall:

- Install, dismantle and/or set up staging, chairs, tables, furniture, water pitchers, and glasses, chalkboards, etc., as required.
- Clean and maintain restrooms.
- Mop, sweep, scrub, vacuum (if applicable) floors.
- Remove trash from floors.
- Locate and remove trash containers.
- Place recyclable materials in recycling bins.
- Vacuum, mop, wax, etc., exhibitor booths that contract for that service.
- Monitor entire exhibit area for trash, spills, and general cleanliness (VERY IMPORTANT).
- Dust and clean blue column supports.
- Operate material handling and other motorized equipment such as forklifts, pallet jacks, scrubbers and vacuums.
- Open and close divider wall partitions.

#### 4.1.3 Meeting Rooms, Conference Rooms, Dressing Rooms, and Ballrooms:

- Install, dismantle and/or set up staging, chairs, tables, furniture, water pitchers, and glasses, chalkboards, etc., as required.
- Replace and glue carpet squares as necessary.
- Open and close divider wall partitions.
- Wipe down walls.
- Dust, mop, vacuum, etc.
- Shampoo carpets (spots and preventive maintenance).
- Clean and maintain restrooms.
- Operate material handling and other motorized equipment such as forklifts, pallet jacks, scrubbers and vacuums.
- Distribute water coolers and pitchers as required.

#### 4.1.4 Permanent Seating Areas:

- Dust, wipe down and clean seats.
- Sweep, mop, vacuum, etc., aisles.
- Pickup trash in aisles.
- Place recyclable materials in recycling bins.
- Shampoo seats and carpets when necessary.

#### 4.1.5 Entrances:

- Seal and maintain granite floors.
- Clean public areas.
- Sweep and mop floors inside and out.
- Pick up trash inside and out.
- Place recyclable materials in recycling bins.
- Power spray outside sidewalks, doors, docks, etc.
- Clean windows and doors.

#### 4.1.6 Restrooms

- Approximately 48 sets of restrooms throughout the facility:
- Seal and maintain tile floors.
- Mop, sanitize, scrub, etc., floors.
- Wipe down, wash and remove graffiti from walls, doors and partitions.
- Remove trash and empty containers.
- Place recyclable materials in recycling bins.
- Provide porter service when appropriate and/or requested.
- Stock restrooms with the appropriate materials.
- Clean and polish mirrors and glass.
- Unstop toilets as necessary.

#### 4.1.7 Service Corridors, Storage Rooms, Concourse, Stairwells, etc.:

- Sweep, mop, vacuum, etc., floors.
- Maintain these areas in a safe and clean manner.
- Remove trash.
- Place recyclable materials in recycling bins.
- Shampoo carpets (spot and preventive maintenance).

#### 4.1.8 Show Offices:

- Spot clean scuff marks on painted walls.
- Vacuum and shampoo carpet.
- Dust and polish furniture.
- Supply water pitchers and glasses as needed and requested.
- Empty waste containers daily.
- Place recyclable materials in recycling bins.
- Continuously clean and stock restrooms in these areas.
- Clean windows daily.
- Clean vents, drains, and light fixtures.

#### 4.1.9 Ticket Booths:

- Clean booths before and after events.
- Clean windows before events.
- Empty trash from containers.
- Place recyclable materials in recycling bins.

#### 4.1.10 Elevators and Escalators:

- Sweep, vacuum, wipe down, clean, etc.
- Maintain cleanliness in freight elevators.
- Clean and polish stainless steel on passenger escalators.

#### 4.1.11 Steel Structure and Mechanical Air Ducts:

- Dust and wipe down all truss areas as needed, working at heights up to 35' above the floor.

#### 4.1.12 Outside Building and Parking Lots:

- Remove all trash and debris from all sidewalk and entrance locations.
- Power spray sidewalk, and back dock areas to remove stains, chewing gum, etc.

- Keep all lawn and garden areas free from trash.
- Place recyclable materials in recycling bins.
- Clean and maintain all loading dock areas daily.
- Clean and maintain upper level ramp area daily.
- Upon request, remove all trash and maintain all parking lot areas.

#### 4.1.13 Exhibit Booth Cleaning

- Remove chairs from booth.
- Sweep edges with house broom.
- Set trash can outside of booth.
- Use upright vacuum cleaner, starting at the back of booth and vacuuming out.
- Do not leave any footprints on carpet.
- Replace chairs and re-vacuum footprints.
- Lay cone down for inspection.
- Do not touch or remove any of exhibitors' belongings.

#### 4.1.14 Cleaning of Exhibit Hall Prior to Show Opening

- Empty all trash before show opens.
- Place recyclable materials in recycling bins.
- Vacuum all carpeted areas before show opens.
- Clean and vacuum registration area.
- Concession area: straighten chairs and tables, sweep floor, mop up any spills.
- Sweep lobbies.
- Check for dust on columns and fire extinguisher boxes.

#### 4.1.15 Cleaning and Recycling During Show

- Keep trash cans empty.
- Place recyclable materials in recycling bins.
- Use broom and dust pan to keep public areas (aisles, entrances, concession areas, restrooms, registration desks, and loading docks) free of trash.
- Keep mops available to mop up spills when necessary.

#### 4.1.16 Cleaning and Recycling After Show

- Recycle trash.
- Sweep floors.
- Scrub floors.
- Store equipment and furniture.

## 4.2 Wortham Theater Center, Jones Hall, Houston Center for the Arts, Theater District Outdoors, and Talento Bilingue de Houston:

### 4.2.1 Lobbies and Courtyards:

- Remove all litter.
- Place recyclable materials in recycling bins.
- Empty and wipe clean all waste and ash receptacles.
- Clean all railings, walls, and glass (including doors & easily accessed windows).
- Clean and polish all brass.
- Vacuum and shampoo all carpeted surfaces.

- Clean elevator, escalator & handicapped lift surfaces including thresholds.
- Sweep terrazzo and stairwells.
- Strip, seal and wax floors as directed.
- Clean and polish drinking fountains.
- Dust all surfaces of sculptures when needed (except Jones Hall - Gemini II Sculpture).
- Dust accessible light fixtures.
- Dust areas and items as requested, including silk plants in Jones Hall courtyard.

#### 4.2.2 Restrooms:

- Empty, clean and sanitize all waste receptacles.
- Place recyclable materials in recycling bins.
- Clean and sanitize all sinks, urinals, toilet bowls and fixtures; and clean tops and underside of toilet seats.
- Clean lavatory fixtures, counter top surfaces, and stalls.
- Mop and sanitize floors.
- Stock all supplies.
- Clean vents, drains and light fixtures.
- Clean switch and electrical outlet covers, fixtures & mirrors.
- Unstop toilets as necessary.

#### 4.2.3 Permanent Seating Areas:

- Sweep/mop aisles.
- Vacuum/shampoo carpet.
- Wipe down wall surfaces.
- Vacuum, shampoo seating.
- Dust accessible light fixtures.
- Polish brass or other metal ornamentation.

#### 4.2.4 Rehearsal Studio, Musician's Lounge, Locker Rooms and Hallways:

- Remove all litter.
- Place recyclable materials in recycling bins.
- Strip, mop, wax and buff resilient floors.
- Clean all walls, doors, and surfaces.
- Clean vents, drains and light fixtures.
- Clean and polish all mirrors and glass.
- Wash and sanitize all shower room walls, floors and fixtures.
- Dust, wipe clean chairs, tables, furnishings, electrical outlets and switch covers.
- Clean light fixtures.
- Place all waste and trash in leak-proof bags and transport to the location designated by the Facility Manager.

#### 4.2.5 Reception Halls and Kitchen:

- Remove litter.
- Place recyclable materials in recycling bins.
- Sweep and damp mop all floors and steps.
- Vacuum and shampoo all carpeted areas.
- Clean, dust and polish all furniture.
- Clean walls, doors, mirrors, and glass.

- Empty and clean all waste and ash receptacles.
- Clean all kitchen appliances.

4.2.6 Building Exterior and Grounds (as designated by President):

- Sweeping and high pressure washing of sidewalks, park benches, gutters, and reachable wall surfaces to remove stains and debris.
- Graffiti removal as required.
- Trash pick-up.
- Place recyclable materials in recycling bins.

4.2.7 Dressing Rooms:

- Install, dismantle and/or set up chairs, tables, water pitchers and glasses, chalkboards, etc., as required.
- Wipe down walls.
- Dust, mop, vacuum, etc.
- Clean showers, commodes, sinks and all fixtures (See Restrooms).

4.2.8 Entrances:

- Clean public doors, glass, and frames.
- Sweep floors inside and out.
- Pick up trash inside and out.
- Place recyclable materials in recycling bins.

4.2.9 HFC Offices:

- Vacuum/shampoo carpet.
- Dust and polish furniture.
- Refill water pitchers and glasses as needed and requested.
- Empty waste containers daily.
- Place recyclable materials in recycling bins.
- Clean interior office windows as needed.

4.2.10 Box Office:

- Clean booths before and after events (except those spaces occupied by the ticket office operators).
- Clean windows before events.
- Empty trash from containers.
- Place recyclable materials in recycling bins.

4.2.11 Escalators and Elevators:

- Sweep, wipe down, clean, etc.
- Clean and polish stainless steel on all elevators.

4.2.12 Outside Building and Parking Lots:

- Remove all trash and debris from all sidewalk and entrance locations.
- Power wash sidewalk, and back dock areas to remove stains, chewing gum, etc.
- Keep all lawn and garden areas free from trash.
- Clean and maintain all loading dock areas daily.
- Upon request, remove all trash and maintain all parking lot areas.

- Place recyclable materials in recycling bins.

#### 4.2.13 Wortham Grand Foyer and Rehearsal Rooms

(HFC rehearsal rooms – one at Jones Hall and one at Wortham Theater Center):

- Replace and glue carpet squares as necessary.
- Install, dismantle and/or set up staging, chairs, tables, water pitchers, and glasses, chalkboards, etc. as required.
- Open and close divider wall partitions.
- Wipe down walls.
- Dust, mop, vacuum, etc.
- Shampoo carpets (spots and preventive maintenance).
- Clean and maintain restrooms.

### 4.3 Miller Outdoor Theatre

4.3.1 At the Miller Outdoor Theatre, Contractor shall provide Custodial Supervisors and Housekeepers on short notice to augment HFC's personnel resources, as described below.

4.3.2 Contractor shall provide from one to 20 additional Housekeepers per shift or shall delete from one to four Housekeepers within four hours following Facility Manager's written or oral notification, unless a shorter or longer period of time is mutually agreed upon by the Facility Manager and the Contractor. Ordinarily, a CSR shall be on duty at all times. Contractor shall provide one bilingual male and one bilingual female employee each shift. The CSR shall be a "working" bilingual supervisor, fluent in English and Spanish, with the ability to communicate both in writing and orally to the supervised employees.

A "shift" is defined as a scheduled six to eight hour work period, "Daily Cleaning Shift" or "Evening Performance Shift."

4.3.3 All personnel must be capable of comprehending and executing instructions as they relate to the duties required by this Agreement and the Facility Manager.

4.3.4 At least one CSR shall be on site at Miller Outdoor Theatre during each and every shift, unless the Facility Manager instructs the Contractor otherwise.

4.3.5 At the Miller Outdoor Theatre, the CSR shall perform all of the duties of the Project Manager, as listed above, and shall develop an efficient maintenance operation with the Facility Manager.

4.3.6 Contractor must provide personnel who are familiar with the Miller Outdoor Theatre layout.

4.3.7 Cleaning services are required at large areas of Miller Outdoor Theatre, most of which are open to the public. Areas to be cleaned include the restrooms with 98 toilets and urinals, seating area, the Hill, surrounding area, the sides of the Theatre out to the street, and the offices.

4.3.8 Contractor shall furnish any and all necessary equipment required to perform cleaning and equipment maintenance/repair services at the Miller Outdoor Theatre, as described above.

The Contractor shall repair and/or replace any furniture fixtures, equipment, or other items stolen or damaged by the Contractor's personnel.

#### **4.3.9 Typical Cleaning Tasks at the Miller Outdoor Theatre**

The following are typical, but not all-inclusive, lists of cleaning services that are required at the Miller Outdoor Theatre:

##### **A. Daily Cleaning Regular Season**

Up to 365 days of regular cleaning 7:00 a.m. – 6:00 p.m. This requires one male attendant and one female attendant, one of whom shall be a working CSR. In addition, two attendants may be needed to clean large areas. Hours may change and the number of personnel may increase or decrease at the request of Facility Manager, with four hours' advance notice.

##### **B. Performance Cleaning**

A minimum of 85 to 100 days of performance cleaning, from 6:00 p.m. to 12:00 a.m., will be required. This requires one male attendant and one female attendant, one of whom shall be a working CSR. In addition, four attendants may be needed to clean large areas. Hours may change and the number of personnel may increase or decrease at the request of Facility Manager. During performances, a male attendant must clean male restrooms and a female attendant must clean female restrooms, as restrooms need to be clean at all times.

##### **C. Pressure Washing**

The seated area and concession area shall be pressure washed once a month or as assigned by Facility Manager. Food vendor areas on the East Plaza and West Plaza must be washed with hose, soap and scrubbing brooms after vendors remove booths or as assigned by the Facility Manager. Pressure washing must be performed with a ¾" heavy garden hose and spray nozzle. If Contractor rents a machine to pressure wash the designated areas, it will be at no additional cost to HFC, and the pressure level and tips must be approved by the Facility Manager.

#### **4.3.10 Daily Cleaning at the Miller Outdoor Theatre**

The typical basic cleaning service shall be performed on a daily basis per the frequency schedule the Facility Manager will provide. Cleaning tasks included on the daily schedule may also be required on the special cleaning schedule, and include tasks such as, but not limited to, the following:

- A. Restroom Cleaning covers the public restrooms. The cleaning tasks shall include:
  - 1. Collection of trash
    - a. No trash shall be on the floor.
    - b. The bags containing collected contents of sanitary receptacles shall be deposited in an approved large disposal container.
    - c. Overflow bags must be placed behind trash dumpster.
    - d. Place recyclable materials in recycling bins.

2. Cleaning of sanitary receptacles
  - a. All sanitary receptacles shall be empty, 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. Cleaning of restroom fixtures
  - a. All porcelain surfaces of wash basins, toilets and urinals shall be free of dust, dirt spots and stains.
  - b. The wall surfaces shall be free of spots and smears.
  - c. All toilet seats shall be left in a raised position after cleaning. They shall be free of spots, stains and the seat hinges shall be free of mold.
  - d. The plumbing fixtures shall be free of mold and water stains.
  
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, and dust, and shall not be cloudy.
  - d. Walls, stall partitions, and doors shall be free of hand marks, dust, pencil marks, smudges, water streaks, mop marks, and mold.
  
5. Floor Cleaning
  - a. The space to be mopped shall be properly prepared for the mopping operation by sweeping the floor as necessary and otherwise clearing of visible debris.
  - b. The mopping work shall be performed in such a manner as to properly clean the floor surface with care taken to see that the correct type and mixture of cleaning solution, if required, has been used.
  - c. All mopped areas shall be clean and free from dirt streaks, mop marks and strands, all properly rinsed and dry mopped to present an overall appearance of cleanliness.
  - d. Walls, baseboards, and other surfaces shall be free of water marks, scars, or marks from the cleaning equipment striking the surfaces and splashing from the cleaning solution and rinse water.
  - e. Strip, seal and wax floors as directed.

**B. Typical Seating Area Cleaning** involves the covered public seating area and surrounding walkways, including the portion of the stage open to the public. This cleaning task shall consist of:

1. Trash Pick Up
  - a. Pick up and remove all trash and litter from floor.
  - b. Bags containing contents shall be deposited in approved large disposal container.
  
2. Floors, Walkways, and Seats
  - a. Sweep floors, removing all debris, dust, and dirt.



- b. Sweep and wash down walkways.
  - c. Wipe down all seats, removing all food particles, gum, and dirt.
3. Clean Drinking Fountains
- a. Drinking fountains shall be clean and free of stains.
  - b. All other surfaces of the fountain shall be free of spots, stains and streaks.

**C. Typical Hill and Surrounding Area Cleaning consists of:**

1. The Hill cleaning (area on the sides of the Hill out to the street), the area in front of the theater out to the street):
- a. Pick up and remove all litter and trash.
  - b. Empty and replace the liners in trash containers.
  - c. Clean the walkways in front of the theater.
2. Cleaning the exterior front of the theater
- a. Wash exterior glass, mirrors, door glass, and all other glass. Glass shall be clean and free of dirt, dust, streaks, and spots.
  - b. Walls and concession stand door shall be free of finger marks and other dirt spots of any kind.
  - c. Wash the East and West Plaza with hose, soap, and brooms.

**4.3.11 Performance Cleaning at Miller Outdoor Theatre**

Contractor shall perform the following typical basic service cleaning before, during, and after each performance:

**A. Before Performance**

Cleaning staff shall report to work prior to each performance in time to check and clean as needed the restrooms, seating area, and Hill area so as to ensure the facilities and grounds are clean for the performance.

**B. During Performance**

One male and one female employee shall work during each scheduled public performance. During the performance, Contractor shall keep the restrooms cleaned and the dispensers filled; keep the trash picked up and placed into plastic trash liners around the Concession Stand, and clean up spills as needed. In addition four employees shall clean the Hill and surrounding area. Hours may change and the number of personnel may increase or decrease at the request of Facility Manager or his/her designee with four hours' advance notice.

**C. After Performance**

The basic cleaning service described in Daily Cleaning shall be performed following each performance. This cleaning schedule must be coordinated with the Facility Manager or his/her designee. For night performances, the basic cleaning service will normally be performed early the next morning. There may be occasions where it is necessary to retain personnel to work between the hours of 12:00 midnight and 7:00 a.m. Hours may change and the number of personnel may increase or decrease at the request of Facility Manager or his/her designee with four hours' advance notice.

#### **4.3.12 Typical Special Cleaning at Miller Outdoor Theatre**

Post-performance cleaning services shall consist of performing the tasks listed under the Daily Cleaning schedule as well as performing a thorough wash down cleaning of the restrooms, seating area, walkways, and drains. Special cleaning shall be performed by request of the Facility Manager or his/her designee.

#### **5.0 Issuance of Keys**

Upon the issuance of one or more keys to the Contractor, Contractor shall keep all securable areas and work areas of the building locked while Contractor's employees are on the premises. Contractor shall ensure that no unauthorized individual enters into buildings and/or secure areas while the Contractor is in possession of the keys to such work areas. If Contractor's employee discovers any areas unlocked, which should normally be locked, he/she shall report that finding immediately to the Facility Manager.

#### **6.0 Task Frequency**

The task and frequency schedule indicates the anticipated frequency for tasks; however, Contractor shall immediately perform cleaning tasks in any area where the visible appearance does not meet with the approval of the Facility Manager. The hours and shifts referred to herein are the hours when cleaning will normally be performed. Hours shall be modified as needed to accommodate rehearsals, events, and special conditions. The Facility Manager or his/her designee will coordinate these modifications.

#### **7.0 Inspection of Work**

Facility Managers and their designees will make daily random inspections. Any evidence of incomplete or inadequate cleaning will be called to the attention of the Contractor, who must then take immediate action to correct all deficiencies.

#### **8.0 Cleaning Performance Definitions and Standards for All Facilities**

Housekeepers shall perform cleaning tasks that meet or exceed the following standards.

##### **8.1 General Cleaning**

###### **A. Sweeping and Dusting**

1. Floors, including lobby and entrance floors, shall be clean and free of dirt streaks, and no dirt shall remain in corners, behind doors, or where the dirt is picked up with the dustpan after the sweeping operation.
2. Wads of gum, tar, and other sticky substances must be removed from the area.
3. Grills and woodwork shall be dust-free after dusting. Dust must be removed, not merely pushed around.
4. There shall not be any spots or smudges on the wall surfaces, caused by touching the wall with treated dust cloth.
5. GRBCC only: Lockers must be cleaned after every event.

B. Polishing and Wall Spotting

1. Doorknobs, push bars, kick plates, railings, doors, and other surfaces shall be clean and polished to an acceptable luster.
2. Drinking fountains shall be clean and free of stains. The wall surfaces around the drinking fountains shall be free of water spots and streaks.
3. Wall surfaces up to standing height shall be free of finger marks, smudges, and other dirt spots of any kind.
4. Public telephones are to be clean and polished.

C. Mopping

1. Floors, including lobby and entrance floors, shall be free of loose and/or caked dirt particles and shall present an overall appearance of cleanliness after the mopping operation.
2. Walls, baseboards, and other surfaces shall be free of water marks, scars from the cleaning equipment striking the surfaces, and splashing from the cleaning solution and rinse water.
3. All surfaces shall be dry and the corners and crevices clean after mopping.

D. Trash Removal

1. All wastepaper baskets shall be empty and in place, clean and ready for use.
2. All ashtrays shall be emptied and in place, clean and ready for use.
3. Ashes and trash bags, when filled, shall be disposed of quickly.
4. All trash cans shall be emptied, cleaned, sanitized and polished before placing back in public view.
5. Recyclable items shall be sorted and deposited into designated recycling bins.

E. Sweeping and Vacuum Cleaning

1. There shall not be any dirt left in corners, under furniture, or behind doors.
2. Baseboards, furniture, and equipment must not be disfigured or damaged during the cleaning operation.
3. There shall not be any dirt left where sweepings are picked up.
4. Furniture and equipment moved during sweeping must be replaced.
5. There must be no trash or foreign matter under desks, tables, or chairs.

F. Dusting

1. There shall not be any dust streaks on desks or other office equipment.
2. Woodwork, after being properly dusted, shall appear bright.
3. Corners and crevices shall be free from any dust.
4. There must not be any oily spots or smudges on walls, caused by touching them.
5. Windowsills, door ledges, doorframes, door louvers, window frames, wainscoting, baseboards, columns, and partitions shall be free of dust.
6. All corners and high areas in the building must be free of cobwebs at all times.

G. Damp-wiping

1. Mirrors, ashtrays, 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. **This Agreement does not include major window washing duties.**

H. Carpet Care

1. Carpet shall be vacuumed every night.
2. Carpet shall be clean and free from dust, dirt, and other debris.
3. There shall be no trash or foreign matter under desks, tables, or chairs.
4. Carpet must be shampooed every three months or as needed and spot cleaned nightly or as needed.
5. Any furniture moved during carpet cleaning must be returned.
6. Loose carpet tile must be replaced immediately.

**8.2 Clean Drinking Fountains**

1. Drinking fountains must be clean and free of stains.
2. The wall and floor around the drinking fountains shall be free of spots and water marks.
3. All other surfaces of the fountains shall be free of spots, stains, and streaks.

**8.3 Stairway Cleaning**

A. Sweeping and Dusting

1. Stair landings, steps, and all corners of stair treads shall be free of loose dirt or dust streaks after sweeping.
2. Stair railings, door moldings, ledges, and grills shall be dust free after dusting. The dust shall be removed rather than pushed around.

**8.4 Floor Cleaning**

A. Preparation for Mopping

1. Cleaning solutions, where used, must be mixed thoroughly and in the proportions specified without undue spillage of either solution or rinse water.
2. Proper precautions must be taken to advise building occupants of wet and/or slippery floor conditions.
3. The space to be mopped must be properly prepared for the mopping operation by sweeping the floor area as necessary and otherwise clearing of visible debris.

B. Floor Mopping

1. Mopping work shall be performed in such a manner as to properly clean the floor surface with care taken to see that the correct type and mixture of cleaning solution, if required, has been used.
2. All mopped areas shall be clean and free from dirt streaks, mop marks and strands, etc.; properly rinsed, and dry mopped to present an overall appearance of cleanliness.
3. Walls, baseboards, and other surfaces shall be free of water scars or marks from the cleaning equipment striking the surfaces and splashing from the cleaning solution and water.
4. Care must be taken throughout the mopping operation to prevent the liquids and equipment from coming into contact with electric outlets located in the floor areas of baseboards.

C. Preparation of Floor Area for Waxing

1. The floor area shall be free of dirt and dissolved wax particles, cleaning material residue, streaks, mop strands, and shall be thoroughly clean.
2. Walls, baseboards, furniture bases, and other surfaces shall be free of water marks, marks from the cleaning equipment, and splashing from the floor cleaning solutions.
3. All cleaned surfaces must be wiped dry to ready the floor for the application of wax.

D. Waxing

1. The surface to be waxed must have the proper type of wax applied in accordance with best operating practices.
2. The wax shall be applied thinly, uniformly, and evenly, in such a manner as to avoid skipping of areas, and shall be allowed to dry properly before being polished.
3. Walls, baseboards, furniture, and other surfaces shall be free of wax residue and marks from the equipment.
4. The waxed area must be free of streaks, mop strands marks, skipped areas, and other evidence of improper wax application.

E. Spray Buffing

1. The wax or damp-mopped surface shall be dry before being buffed.
2. Baseboards, furniture, and equipment shall not be disfigured or damaged during the buffing work.
3. The finished area shall be polished to an acceptable, uniform luster, and free of extreme highlights from the brushes of the machines.

F. Furniture Arrangement in Waxed Areas

1. All rug edges shall be replaced to their proper position.
2. All moved items of furniture and office equipment must be returned to their original positions.
3. Care must be exercised to avoid damage to building and/or office equipment during movement of the furniture, etc.

G. Preparation of Floor Scrubbing

1. The machine and other equipment must be checked and readied for work in a careful and thorough manner.
2. Addition of motor oil, where required, must be accomplished in a safe and careful way so as to avoid spillage and overfilling.
3. Cleaning solutions shall be mixed thoroughly and in proportions specified without undue spillage of either solution or rinse water.

H. Operation of Floor Scrubbing Machine

1. The mechanized equipment must be operated only by authorized personnel having sufficient instructions as to its proper and efficient operation.
2. The scrubbing machine must be started and operated in a safe and reasonable manner.
3. Care of the mechanized equipment must be exercised at all times during its operation to avoid damage to personnel, the building and equipment.

I. Floor Scrubbing and Rinsing

1. Proper precautions must be utilized to inform the building occupants of wet and/or slippery conditions during the scrubbing operation.
2. The scrubbing work must be performed in such a manner as to properly clean the floor surface with care taken to see that the proper cleaning solution is used.
3. All areas, including areas inaccessible to the machine, which are cleaned by means of deck scrubbing brushes and/or mops, must be clean and free of dirt, water streaks, mop marks, and string; properly rinsed; and dry mopped to present an overall appearance of cleanliness.
4. Walls, baseboards, and other surfaces must be free of watermarks, scars from the cleaning equipment striking the surfaces, and splashing from the cleaning solution and rinse water.

## **8.5 Waste Disposal**

### **A. Paper and Trash Collection, Removal, and Disposal**

1. Bagged trash shall be deposited in trash containers provided by HFC.
2. All unused waste collection bags shall be in the proper storage location.
3. Cardboard boxes shall be broken and deposited in trash containers or recycling bins.
4. Any paper and trash spilled during the collection process must be cleaned up.
5. White paper, brochures, etc. shall be placed in proper recycling containers.

### **B. Building Exterior & Grounds**

1. Grounds shall be free of trash (candy wrap, cans, newspapers, programs, cigarette butts, etc.) at all times.
2. All handicapped ramps must be clean and free of dirt and debris at all times.
3. Exterior trashcans and ashtrays shall be cleaned on a daily basis.

### **C. Recycling**

Contractor is responsible for collecting recyclable products at each Facility that participates in recycling. Contractor shall collect recyclable products during the cleaning schedule and place the materials in assigned containers. Contractor shall ensure that recyclables are placed in designated pickup locations on days when the recycling contractor is scheduled to pick them up.

## **8.6 Lighting and Lockup**

To conserve energy, Contractor's employees shall turn lights on and off appropriately in areas where they are working. Upon arrival at each floor, cleaning personnel shall check each area and turn off lights in all unoccupied areas. Lights are to be left on only during the performance of work in a specific area. Doors are to be closed and locked after each suite or office is cleaned.

## **8.7 Facility Security**

Contractor shall ensure that its personnel maintain a high level of integrity and are conscious of maximizing security. Contractor shall submit and implement procedures for preventing and resolving thefts, ensuring that keys are not lost or misplaced, and reporting suspicious persons, circumstances, or building conditions that warrant attention. Any unusual conditions shall be reported to Facility management.

## **8.8 Hand-Watering of Plants**

Contractor shall hand-water hanging baskets and planters three times per week, or as needed to maintain a healthy condition.

Landscaped areas requiring hand-watering include the following:

1. The 17 hanging baskets on Fish Plaza, outside the Wortham Theater Center
2. Containerized plants at Jones Plaza
3. Containerized plants at the Houston Center for the Arts; and
4. The four large terra cotta pots near the Hanging Tree, at the Theater District Parking Garage entrance and exit.
5. Plants at the Miller Outdoor Theatre, as designated by the Facility Manager.
6. Plants at Talento Bilingue de Houston, as designated by the Facility Manager.

The landscaping contractor will water the following plants unless a Facility Manager requests a change in services.

1. The courtyard and street level plants at Jones Hall
2. The 18 exterior trees at Jones Hall.

#### **8.9 Lost Articles**

Contractor is responsible for returning lost articles to Facility management.

#### **9.0 Other Duties**

Contractor shall perform all related custodial tasks as requested by the President, including setup/dismantling of tables, chairs, and other furnishings required by an event.

Contractor shall instruct its staff to immediately advise the President or Facility Managers of any safety hazard, security threat, or needed maintenance noted when performing their duties under this Agreement.

Tasks outlined in this Exhibit "B" are generally accepted cleaning guidelines and not intended to be all-inclusive.

#### **10.0 Minimum Wage and Employee Benefits**

10.1 Contractor shall pay Full-Time, Part-Time, and Temporary employees at least the minimum hourly rates set out below while working under this Agreement.

<b>Description/Position Title</b>	<b>Minimum Hourly Wage</b>
Housekeepers	\$8.10
Custodial Supervisors	\$8.75
Customer Service Representatives ("CSRs")	\$9.50
Warehouse Supervisors	\$10.00
Floor Supervisors	\$10.00



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

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

**10.4** Wage increases, if any, shall apply only to Full-Time and Part-Time employees and shall be based on changes in the Consumer Price Index for the month in which the most recent Consumer Price Index has been published, of the current calendar year, as compared to the Consumer Price Index for the same month of the previous calendar year. Generally, the hourly rates for Full-Time and Part-Time employees, in any Agreement Year, will not increase by more than one percent (1%) over the hourly rates for the previous Agreement Year.

However, for selected Full-Time and Part-Time personnel whose performance has continually exceeded expectations, as mutually agreed by Contractor and the Facility Managers, Contractor may submit to the Facility Managers a request for a higher wage increase. Higher wage increases for exceptional workers shall be effective only if approved in advance by the President.

The Agreement fees paid to Contractor by HFC shall increase incrementally by the same dollar amount as the wage increases, if any, with a reasonable allowance for Contractor's increased documented overhead costs and other costs associated with such wage increase, provided that the President must approve the amount of the increased Agreement fees. The overtime rates shall also increase, at the rate of the new hourly fee multiplied by one and one half (1.5).

## **11.0 LIQUIDATED DAMAGES**

### **11.1 Understanding**

Contractor and HFC agree that the Cleaning and Janitorial services shall be provided in an effective and efficient manner to ensure that facilities are satisfactory and the best use of public funds is achieved. To accomplish this, HFC has established strict performance standards and requirements, which must be met by the Contractor. Contractor agrees that if it fails to comply with the requirements of this Agreement and the exhibits attached hereto, HFC may assess liquidated damages, the amount of any such liquidated damages to be deducted from payments otherwise due to the Contractor. The Parties agree that the amount of actual damages resulting from Contractor's non-performance or failure to adhere to Agreement requirements may be difficult to ascertain and both Parties agree that the liquidated damages assessed are reasonable and are not a penalty.

The Liquidated Damages specified in this Agreement encourage labor practices in accordance with the Fair Labor Standards Act and labor laws in the State of Texas, in addition to compliance with performance standards set out in this Agreement.

However, under no circumstances shall liquidated damages assessed against Contractor exceed five percent of total amount due to Contractor (or not more than \$100,000.00 per year, whichever is greater) in any given Agreement year or Renewal year. Nothing herein shall limit or affect HFC's rights of termination.

The assessment of liquidated damages by HFC are predicated on predetermined damages HFC will suffer in contractual obligations with tenants and lessees if services are not performed as specified, and are not a penalty. When liquidated damages have been invoked, the Contractor shall calculate such and include the deduction on the next invoice. The President shall be the final authority on whether or not failures are the fault of the Contractor and whether or not damages are to be invoked. Continual failures by the Contractor shall be cause for termination of the Agreement and use of performance bond monies to effect required performance.

1. Liquidated damages will not apply to Force Majeure conditions.
2. The Parties agree that the assessment of liquidated damages by HFC shall never be construed as an exclusive remedy. HFC shall always have the right to avail itself of other remedies available to it in law or equity.
3. To retain competent cleaning personnel, Contractor agrees that its cleaning employees shall be paid in a fair, accurate, and consistent manner. Accordingly, simultaneous errors in payroll procedures may result in multiple damages.

Contractor supports the need for liquidated damages and agrees with HFC that liquidated damages will be assessed as follows:

## **11.2 Concept**

Failure to comply with the requirements of this Agreement may result in two types of conditions: correctable and non-correctable. Correctable incidents of non-compliance are those of a nature that the non-compliance requires correction and HFC has suffered no monetary loss. In these cases, the Contractor will receive oral or written notice of the details of non-compliance. The Contractor will have one hour in which to correct the unsatisfactory condition (or initiate action to have the unsatisfactory condition corrected if it is unreasonable to expect correction within one hour) and respond to the President in writing of the corrective action taken. If the unsatisfactory condition is not corrected, or action is not initiated where appropriate, the liquidated damages will be applied. The one hour notice period shall begin when written or oral notice is delivered to the Contractor's appropriate employee.

The non-correctable condition is one in which the result of the condition cannot be corrected, e.g., scheduled cleaning personnel not reporting for duty. In those instances, Contractor will be notified orally or in writing of the details of non-compliance and allowed an opportunity to respond. The applicable liquidated damages will be applied at the discretion of the President.

The President's decision shall be final.

### **11.3 Inspection Rights**

HFC reserves the right to inspect Facilities, procedures, personnel performance, or compliance with any requirement of the Agreement an unlimited number of times. Liquidated damages shall be assessed for each 24 hour period that a correctable condition exists beyond the one-hour notice period.

### **11.4 Correctable Conditions Include but are not limited to:**

1. Failure to submit to President all training materials for approval.  
Liquidated Damages - \$500.
2. Allowing employee who has not completed training to work without supervision.  
Liquidated Damages – \$50 per employee, per day.
3. Failure of employees to be in uniform or to be lacking essential equipment (e.g., radios).  
Liquidated Damages – \$50 per instance.
4. An employee's lack of familiarity with Facility layout or services.  
Liquidated Damages – \$50 per occurrence.
5. Failure to provide written reports on time.  
Liquidated Damages – \$50 per day, per report.
6. Failure to provide weekly work schedule on time.  
Liquidated Damages – \$50 per occurrence.
7. Failure to maintain walkie-talkie radios.  
Liquidated Damages – \$25 per day, per radio out of service.

Upon the third and additional instance of any repeat condition, in a 90 day period, liquidated damages will be assessed at the time of notice to Contractor without the benefit of the cancellation of the liquidated damage assessment for correction of the condition within the one hour period allowed for correction.

### **11.5 Non-Correctable Conditions include but are not limited to:**

1. Contractor employee asleep on duty.  
Liquidated Damages – A charge of \$50 per hour for each hour of the shift in which the Contractor's employee was found asleep, per instance. Contractor's employees found sleeping on duty will be replaced immediately.
2. Failure of Contractor to respond to work requests in a timely manner.  
Liquidated Damages – HFC shall be credited for the amount it would cost HFC to be in the same position as if the lack of performance had not occurred. If a specific cost cannot be attributed to an occurrence of non-performance, then HFC shall receive a credit of

\$100 per hour for each hour of non-performance, beginning one hour from the time Contractor receives notification and ending when Contractor begins to perform the necessary services, as defined in the Contract.

3. Failure of Contractor to respond to emergency requests within one hour.  
Liquidated Damages - If Contractor fails to respond within one hour to an emergency request, then the Facility experiencing the emergency shall be paid \$100 for each such occurrence.
4. Failure of Contractor's Project Manager to return phone calls within one hour after being telephoned by a Facility Manager or failure to have an adequate number of working radios and cell phones.  
Liquidated Damages - \$50.00 shall accrue for each such incident.
5. Contractor's failure to distribute paychecks to employees on time, by 3:00 p.m. on payday, shall result in liquidated damages of \$50.00 for each 30 minutes that paychecks are late.
6. Failure to pay employees with checks drawn on sufficient funds shall result in the following liquidated damages: Contractor shall pay each employee both the amount of the employee's check and an additional \$50.00 per dishonored check, per employee, and provide evidence to the President that such payments have been made. Upon the second or subsequent such occurrence, Contractor shall also reimburse the employee for any associated bank charges the employee may incur as a result of Contractor's wrongful actions.
7. Paychecks that are inaccurate and result in an underpayment to an employee or which withhold overtime or holiday pay owed to an employee, shall result in the following liquidated damages: Contractor shall pay each employee who has been underpaid both the amount owed to the employee and an additional \$100 for the inconvenience of not being paid the correct amount. In addition, if the payment error is not corrected on the first day that it is reported to the Contractor by the employee, either orally or in writing, the Contractor shall pay the employee an additional \$100 per day for each day that the error is not corrected, plus the correct amount owed to the employee. Contractor shall provide sufficient evidence to the President that such restitution has been made.

## **12.0 PHASE-IN/PHASE OUT SERVICES**

A. **CONTRACTOR'S PHASE-IN** - Contractor must be prepared to accomplish a smooth and successful transition of special event cleaning and janitorial services and will have up to a 30 day phase-in period. Contractor's phase-in period shall begin upon receipt of a start phase-in notice from HFC (such notice not to be construed as an official Notice to Proceed, but being anticipatory of phase-in only) and shall last approximately 30 or fewer days preceding the receipt of Notice to Proceed. The incumbent Contractor shall be responsible for performing the duties and services listed in its contract during Contractor's phase-in period. During the phase-in period, Contractor shall arrange to have necessary supervisory and other personnel on site to observe the operation of the cleaning and janitorial services. Contractor may use this phase-in period to recruit and transfer personnel, train personnel, arrange for uniforms, establish

management procedures, set up records, ensure adequate equipment is in place for cleaning and janitorial services, and otherwise prepare for the assumption of control without disruption of operations. During the phase-in period, it shall be the responsibility of Contractor to develop and implement a full project schedule detailing the responsibilities of assigned personnel and submit it to the President for approval. Contractor shall have no responsibilities for performing the cleaning and janitorial services during the phase-in period. The phase-in period will end at issuance of the official Notice to Proceed, at which time Contractor shall assume full responsibility for the special event cleaning and janitorial services.

B. **CONTRACTOR 'S PHASE-OUT** - Contractor recognizes that the services provided by the Agreement are vital to HFC's overall efforts to provide safe and clean convention and entertainment facilities; that continuity thereof must be maintained at a consistently high level without interruption; that upon expiration of the Agreement a successor may continue these services; that its successor Contractor shall need phase-in training; and that Contractor must cooperate in order to effect an orderly and efficient transition.

Accordingly, Contractor shall be required to provide phase-out services for up to 30 days prior to contract expiration to its successor contractor at no extra charge to HFC. Phase-out orientation shall comprise a maximum of 30 working days, eight hours per day. Orientation may include explanation of procedures, record-keeping, reports, and procurement procedures, etc. Contractor shall be totally responsible for providing the services called for by the Agreement during its phase-out period. Contractor agrees to cooperate with its successor contractor in allowing as many personnel as practical to remain on the job in order to enhance the continuity and consistency of the services in the Agreement. Contractor agrees to disclose necessary personnel records and allow its successor to conduct on-site interviews with its employees, provided Contractor obtains the consent of said employees to disclose their records and to conduct such interviews and provided such disclosure and interviews are conducted in accord with all applicable laws, statutes, rules, regulations, and ordinances which have been passed, enacted or promulgated by any governmental body having jurisdiction over such matters.

### **13.0 ESTIMATED QUANTITIES NOT GUARANTEED**

The estimated quantities specified herein are not a guarantee of actual quantities, as HFC does not guarantee any particular quantity of cleaning and janitorial services during the term of this Agreement. The quantities may vary depending upon the actual needs of HFC. The quantities specified herein are good faith estimates of usage during the term of this Agreement. Therefore, HFC shall not be liable for any contractual agreements/obligations the Contractor enters into based on HFC purchasing all the quantities specified herein.

### **14.0 ADDITIONS AND DELETIONS**

HFC, by written notice from the President to the Contractor, at any time during the term of this contract, may add or delete like services to be performed. Any such written notice shall take effect on the date stated in the notice from HFC. 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 therefor will then be the Contractor's normal and customary charges or rates for the equipment, locations and/or services classified in the fee schedule.

**EXHIBIT C**  
**FEE SCHEDULE**

**HOURLY RATES FOR CONTRACT YEAR ONE**

1	<b>Assistant Project Manager</b>	<b>\$17.60</b>
2	<b>Floor Supervisors</b>	<b>\$12.75</b>
3	<b>Overtime for Floor Supervisors</b>	<b>\$18.22</b>
4	<b>Warehouse Supervisors</b>	<b>\$12.75</b>
5	<b>Customer Service Representatives</b>	<b>\$12.11</b>
6	<b>Overtime for Customer Service Representatives</b>	<b>\$17.32</b>
7	<b>Custodial Supervisors</b>	<b>\$11.21</b>
8	<b>Overtime for Custodial Supervisors</b>	<b>\$15.94</b>
9	<b>Housekeepers</b>	<b>\$10.40</b>
10	<b>Overtime for Housekeepers</b>	<b>\$14.76</b>
11	<b>Subcontractor Housekeepers</b>	<b>\$10.85</b>

**HOURLY RATES FOR CONTRACT YEAR TWO**

1	<b>Assistant Project Manager (salaried)</b>	<b>\$17.74</b>
2	<b>Floor Supervisors</b>	<b>\$12.85</b>
3	<b>Overtime for Floor Supervisors</b>	<b>\$18.37</b>
4	<b>Warehouse Supervisors</b>	<b>\$12.85</b>
5	<b>Customer Service Representatives</b>	<b>\$12.20</b>
6	<b>Overtime for Customer Service Representatives</b>	<b>\$17.46</b>
7	<b>Custodial Supervisors</b>	<b>\$11.30</b>
8	<b>Overtime for Custodial Supervisors</b>	<b>\$16.07</b>
9	<b>Housekeepers</b>	<b>\$10.48</b>
10	<b>Overtime for Housekeepers</b>	<b>\$14.88</b>
11	<b>Subcontractor Housekeepers</b>	<b>\$10.93</b>



**HOURLY RATES FOR CONTRACT YEAR THREE**

1	<b>Assistant Project Manager (salaried)</b>	<b>\$17.88</b>
2	<b>Floor Supervisors</b>	<b>\$12.95</b>
3	<b>Overtime for Floor Supervisors</b>	<b>\$18.52</b>
4	<b>Warehouse Supervisors</b>	<b>\$12.95</b>
5	<b>Customer Service Representatives</b>	<b>\$12.30</b>
6	<b>Overtime for Customer Service Representatives</b>	<b>\$17.61</b>
7	<b>Custodial Supervisors</b>	<b>\$11.39</b>
8	<b>Overtime for Custodial Supervisors</b>	<b>\$16.20</b>
9	<b>Housekeepers</b>	<b>\$10.56</b>
10	<b>Overtime for Housekeepers</b>	<b>\$15.00</b>
11	<b>Subcontractor Housekeepers</b>	<b>\$11.01</b>

**HOURLY RATES FOR RENEWAL YEAR ONE**

1	<b>Assistant Project Manager (salaried)</b>	<b>\$18.02</b>
2	<b>Floor Supervisors</b>	<b>\$13.05</b>
3	<b>Overtime for Floor Supervisors</b>	<b>\$18.67</b>
4	<b>Warehouse Supervisors</b>	<b>\$13.05</b>
5	<b>Customer Service Representatives</b>	<b>\$12.40</b>
6	<b>Overtime for Customer Service Representatives</b>	<b>\$17.75</b>
7	<b>Custodial Supervisors</b>	<b>\$11.48</b>
8	<b>Overtime for Custodial Supervisors</b>	<b>\$16.34</b>
9	<b>Housekeepers</b>	<b>\$10.64</b>
10	<b>Overtime for Housekeepers</b>	<b>\$15.13</b>
11	<b>Subcontractor Housekeepers</b>	<b>\$11.10</b>

**HOURLY RATES FOR RENEWAL YEAR TWO**

1	<b>Assistant Project Manager (salaried)</b>	<b>\$18.17</b>
2	<b>Floor Supervisors</b>	<b>\$13.16</b>
3	<b>Overtime for Floor Supervisors</b>	<b>\$18.83</b>
4	<b>Warehouse Supervisors</b>	<b>\$13.16</b>
5	<b>Customer Service Representatives</b>	<b>\$12.50</b>
6	<b>Overtime for Customer Service Representatives</b>	<b>\$17.90</b>
7	<b>Custodial Supervisors</b>	<b>\$11.57</b>
8	<b>Overtime for Custodial Supervisors</b>	<b>\$16.47</b>
9	<b>Housekeepers</b>	<b>\$10.73</b>
10	<b>Overtime for Housekeepers</b>	<b>\$15.25</b>
11	<b>Subcontractor Housekeepers</b>	<b>\$11.18</b>