

**CITY OF TOMBALL  
SERVICES AGREEMENT**

**THE STATE OF TEXAS** §

**COUNTY OF HARRIS** §

**Description of Services: Janitorial Services**

This Agreement is made and entered into by the **City of Tomball** (referred to as the “City”), with an office at 501 James Street, Tomball, TX and **ABM Texas General Services, Inc.** (the “Company”), with an office at **1776 Yorktown, Suite 800 Houston, TX 77056** City hereby engages the services of Company as an independent contract for Janitorial Services, upon the following terms and conditions.

**1. SCOPE OF AGREEMENT**

- 1.1. The City hereby agrees to employ Company and Company agrees to perform the necessary services as set forth in Exhibit A – Scope of Work and Exhibit B – Contract Pricing, attached hereto and incorporated herein for all purposes.
- 1.2. In the event of a conflict among the terms of this Agreement and the Exhibit A, the term most favorable to the City, in the City’s sole discretion, shall control.

**2. TERM OF AGREEMENT; TERMINATION**

- 2.1. This Agreement shall be effective upon proper execution by the City. It shall be effective from **October 1, 2023 through September 30, 2024**. **The City of Tomball will have the right and option to extend the term for three (3) additional one (1) year periods with the same term and conditions.** The City reserves the right to withdraw from the Agreement immediately if its governing body fails to appropriate funds necessary for the satisfaction of its contractual obligations. ***Either party may terminate this Agreement for any reason with ninety days (90) written notice to the other party.***
- 2.2. The City’s obligations under this Agreement shall not constitute a general obligation of the City or indebtedness under the constitution or laws of the State of Texas. Nothing contained herein shall ever be construed so as to require City to create a sinking fund or to assess, levy and collect any tax to fund its obligations under this Agreement.
- 2.3. The City reserves the right to enforce the performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of any provision of this Agreement, including immediate termination of this Agreement.

**3. ENTIRE AGREEMENT**

This Agreement represents the entire agreement between Company and the City and no prior or contemporaneous oral or written Agreements or representations shall be construed to alter its terms. No additional terms shall become part of this Agreement without the written consent of both parties and compliance with relevant state law. This Agreement supersedes all other prior agreements either oral or in writing.

**4. ASSIGNMENT**

Company shall not assign or subcontract its obligations under this Agreement without the prior written consent of the City.

5. COMPENSATION

For and in consideration of the services rendered by the Company pursuant to this Agreement, the City shall pay the Company only for the actual work performed under the Scope of Work, on the basis set forth in Attachment B, up to an amount not-to-exceed **\$115,000**.

6. MODIFICATION OF RATES

Base Rate adjustments for changes in the Consumer Price Index (CPI) will be considered by the City no more than once per year during the renewal term of the Contract, during the month of October of each Contract Year.

7. IDEMNITY

7.1. DEFINITIONS

For the purpose of this section the following definitions apply:

- a. "City" shall mean all officers, agents and employees of the City of Tomball.
- b. "Claims" shall mean all claims, liens, suits, demands, accusations, allegations, assertions, complaints, petitions, proceedings and causes of action of every kind and description brought for damages.
- c. "Company" includes the corporation, company, partnership, or other entity, its owners, officers, and/or partners, and their agents, successors, and assigns.
- d. "Company's employees" shall mean any employees, officers, agents, subcontractors, licensees and invitees of Company.
- e. "Damages" shall mean each and every injury, wound, hurt, harm, fee, damage, cost, expense, outlay, expenditure or loss of any and every nature, including but not limited to:
  - i. injury or damage to any property or right
  - ii. injury, damage, or death to any person or entity
  - iii. attorneys' fees, witness fees, expert witness fees and expenses,
  - iv. any settlement amounts; and
  - v. all other costs and expenses of litigation
- f. "Premise Defects" shall mean any defect, real or alleged, which now exists, or which may hereafter arise upon the premises.

## 7.2. Indemnity

**COMPANY AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY FROM AND AGAINST LIABILITY FOR ANY CLAIMS FOR DAMAGES ARISING OUT OF THE COMPANY'S WORK AND ACTIVITIES CONDUCTED IN CONNECTION WITH THIS AGREEMENT.**

**COMPANY IS AN INDEPENDENT CONTRACTOR AND IS NOT, WITH RESPECT TO ITS ACTS OR OMISSIONS, AN AGENT OR EMPLOYEE OF THE CITY.**

**COMPANY MUST AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF COMPANY'S EMPLOYEES WHILE IN THE VICINITY WHERE THE WORK IS BEING DONE. THE CITY IS NOT LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF COMPANY OR COMPANY'S EMPLOYEES.**

**THE CITY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR DAMAGES WHICH ARE DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO PREMISE DEFECTS.**

**THE CITY AND COMPANY MUST PROVIDE THE OTHER PROMPT AND TIMELY NOTICE OF ANY COVERED EVENT WHICH IN ANY WAY AFFECTS OR MIGHT AFFECT THE COMPANY OR CITY. THE CITY HAS THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF ITS OWN INTERESTS.**

**THE INDEMNITY OBLIGATIONS HEREIN SHALL SURVIVE THE TERMINATION OF THE AGREEMENT FOR ANY REASON AND SHALL SURVIVE THE COMPLETION OF THE WORK.**

## 8. INSURANCE

### 8.1. AMOUNTS OF INSURANCE

Company agrees to provide and to maintain the following types and amounts of insurance, for the term of this Contract:

| TYPE                     | AMOUNT                                    |
|--------------------------|---|
| (a) Workers Compensation | (where required – Statutory by State Law) |
| Employer's Liability     | \$100,000 per occurrence                  |

(b) Commercial (Public) Liability, including but not limited to:

- a. Premises/ Operations Combined Single Limit
- b. Independent Contractors
- c. Personal Injury
- d. Products/Completed Operations
- e. Contractual Liability (insuring above indemnity provisions)

All insured at combined single limits for bodily injury and property damage at \$500,000 per occurrence.

(c) Comprehensive Automobile Liability, in include coverage for:

- a. Owned/Leased Automobiles

- b. Non-owned Automobiles
- c. Hired Cars

All insured at combined single limits for bodily injury and property damage for \$500,000 per occurrence.

## 8.2. OTHER INSURANCE REQUIREMENTS

Company understands that it is its sole responsibility to provide the required Certificates and that failure to timely comply with the requirements of this article shall be a cause for termination of this Contract.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Attorney's Office for their adequacy as to form, content, form of protection, and providing company.

Insurance required by this Contract for the City as additional insured shall be primary insurance and not contributing with any other insurance available to City, under any third party liability policy.

Company further agrees that with respect to the above required liability insurances, the City shall:

- a. Be named as an additional insured;
- b. Be provided with a waiver of subrogation, in favor of the City,
- c. Be provided with 30 days advance written notice of cancellation, nonrenewal, or reduction in coverage (all "endeavor to" and similar language of reservation stricken from cancellation section of certificate); and
- d. Prior to execution of this Agreement, be provided through the office of the City Attorney with their original Certificate of Insurance evidencing the above requirement.

The insurance requirements set out in this section are independent from all other obligations of Company under this Agreement and apply whether or not required by any other provision of this Agreement.

## 9. PAYMENT AND PERFORMANCE

Payment for services described in this Agreement will be made in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, or as subsequently amended.

## 10. VENUE; RECOVERY OF FEES; DISPUTE RESOLUTION; CHOICE OF LAW

Any suit or claim or cause of action regarding this Agreement shall be brought in Harris County, Texas, as the choice of venue and jurisdiction and site of performance by the parties. If the City is the prevailing party in any such action, the City may recover reasonable costs, including costs of court, attorney's fees, expert witnesses' fees, and trial consultants' fees. The parties further agree that the law of the State of Texas shall govern any interpretation of the terms of this Agreement.

## 11. COMPANY CERTIFICATIONS

Company certifies that neither it, nor any of its agents or employees, have or will offer or accept gifts or anything of value, or enter into any business arrangement, with any employee, official, or agent of the City.

Company certifies, pursuant to Texas Government Code Chapter 2270, that it does not boycott Israel and will not boycott Israel during the term of this Agreement. Company further certifies, pursuant to Texas Government Code Chapter 2252, Subchapter F, that it does not engage in business

with Iran, Sudan, or a foreign terrorist organization as may be designated by the United States Secretary of State pursuant to his authorization in 8 U.S.C. Section 1189.

12. NO WAIVER OF IMMUNITY

The City does not waive any statutory or common law right to sovereign immunity by virtue of the execution of this Agreement.

13. NOTICES

Any written notice provided under this Agreement or required by law shall be deemed to have been given and received on the next day after such notice has been deposited by Registered or Certified Mail with sufficient postage affixed thereto and addressed to the other party to the Agreement; provided, that this shall not prevent the giving of actual notice in any manner.

Notice to Company may be sent to the following address:

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14. CONTRACT ADMINISTRATOR

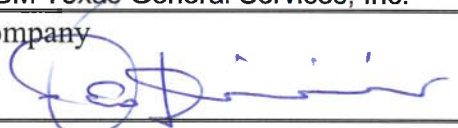
This Agreement shall be administered on the City’s behalf by the Project Manager, and all notices, questions, or documentation, arising under this Agreement shall be addressed to the Project Manager at:

City of Tomball, Texas  
Attn: Project Manager  
501 James Street  
Tomball, Texas 77375

AGREED to and ACCPETED this 13th day of September, 2023.

ABM Texas General Services, Inc.

Company

  
Signature

Francisco Dionisio

Print Name

Branch Manager

Title

**THE STATE OF TEXAS**

§

**COUNTY OF HARRIS**

§

This instrument was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 2023,  
by \_\_\_\_\_, on behalf of said entity.

\_\_\_\_\_  
Notary Public, State of Texas

AGREED to and ACCPETED this \_\_\_ day of \_\_\_\_\_, 2023.

City of Tomball

\_\_\_\_\_  
David Esquivel, PE  
City Manager

**Attest:**

\_\_\_\_\_  
Tracylynn Garcia  
City Secretary

## **EXHIBIT A SCOPE OF WORK**

### **I. General Description**

The City of Tomball is seeking to obtain professional Janitorial Services for nine (9) City owned buildings beginning October 1, 2023, and ending September 30, 2024. The City of Tomball will have the right and option to extend the term for three (3) additional one (1) year periods with the same term and conditions. The City of Tomball will also have the right and option to terminate the Contract upon thirty (30) days written notice.

As part of the proposal the City is also seeking an additional proposal from Proposers to provide janitorial supplies such as toilet tissue, hand soap, hand towels and urinal mats for all facilities.

### **II. City Facilities**

- A. City Hall, 401 Market Street
  - i. Performed nightly, five days a week after 8 PM, Monday through Friday, excluding City holidays.
- B. Administrative Services Building, 501 James Street
  - i. Performed nightly, five days a week after 8 PM, Monday through Friday, excluding City holidays.
- C. Public Works Service Center, 501 James Street (1<sup>st</sup> floor only)
  - i. Performed nightly, five days a week after 8 PM, Monday through Friday, excluding City holidays.
- D. Tomball Community Center, 221 Market Street
  - i. Performed nightly, five days a week after 8 PM, Monday through Friday, excluding City holidays.
  - ii. Additional cleaning for festivals will be requested in advance.
- E. Tomball Police Department, 400 Fannin Street
  - i. Performed nightly, seven days a week, Monday through Sunday, no City holiday exception.
- F. Fire Station One, 1200 Rudel (Administration Side)
  - i. Performed nightly, five days a week after 8 PM, Monday through Friday, excluding City holidays.
- G. IT (Annex Building), 105 S. Cherry Street
  - i. Performed once per week, Friday only. If City holiday falls on Friday cleaning must be completed the Thursday prior.
- H. Visitors Center (Marketing Building), 215 W Main Street
  - i. Performed once per week, Friday only. If City holiday falls on Friday cleaning must be completed the Thursday prior or Monday following.
- I. South Wastewater Treatment Plant, 12411 Holderrieth Boulevard (Office Building)
  - i. Performed once per week, Friday only. If City holiday falls on Friday cleaning must be completed the Thursday prior.

### **III. Supplies**

The City is requesting the selected firm to provide all cleaning supplies required to complete the required cleaning, including trashcan liners, disinfectants, and equipment.

In addition, the City is interested in contracting with the selected Proposer to provide daily supplies as an Additive/Alternate in their submitted proposal. These supplies include toilet paper, hand towels, hand soap, and urinal mats. Supplies will need to be provided to all facilities included in the Scope of Work.

**IV. Background Clearance**

Selected Contractor will enter City buildings using a FOB system. In order to obtain access all employees must pass a background check and fingerprinting.

**V. Monthly Checklist**

The Contractor will submit monthly checklist to be initialed for each required activity during the month for each facility to ensure compliance with required task of the contract.

**VI. Daily General Cleaning**

- A. All carpet will be vacuumed, and spot cleaned as needed.
- B. All trash receptacles will be emptied, and trash removed to designated areas.
- C. Clean all furniture including desks, tables, chairs, filing cabinets, bookshelves, and telephones.
- D. Drinking fountains will be cleaned and disinfected and all exposed metal shall be polished and kept free of foreign matter.
- E. All surfaces, including doors, walls, partition panels, ceramic tiles, etc., will be kept clean and free of spots, smudges, and foreign matter.
- F. All glass doors and glass panels including bright metal finishes and handrails will be cleaned, rubbed, and polished. Partition glass will be cleaned to remove smudges and fingerprints.
- G. Delivery areas will be regulated to maintain a clean appearance.
- H. Mats and runners will be thoroughly vacuumed and kept clean.
- I. All non-carpeted common area floors will be maintained by any means necessary to achieve optimum cleanliness and appearance normally associated with a first-class facility.
- J. All hard floor surface will be swept, damp mopped, and spray buffed as needed.

**VII. Daily Restroom Cleaning**

- A. All restroom fixtures, including sinks, toilet bowls and urinals will be disinfected. All toilets' seats will be disinfected top and bottom. All bright metal accessories, including hardware on plumbing fixtures, partitions and dispensing accessories shall be cleaned and polished weekly.
- B. Trash receptacles will be emptied, cleaned disinfected and lined.
- C. Soap, towels, and tissue dispensers will be filled nightly.
- D. Clean all mirrors.
- E. Restroom walls and partitions will be kept clean and free of spots, smudges, graffiti, and foreign matter.
- F. Restroom floors will be cleaned by mopping and rinsing with a disinfecting solution. A specific mop is used for this area only and item is to be identified as such.

**VIII. Daily Kitchen Cleaning**

- A. The sink in all kitchen areas is to be cleaned daily and should be polished weekly.
- B. Trash receptacles and lids will be emptied, cleaned, disinfected, and lined.



- C. Kitchen counters and appliance handles are to be wiped down and sanitized.
- IX. Monthly General Cleaning
- A. Windowsills and blinds dusted.
  - B. All air supply and return grills will be thoroughly cleaned and cobwebs removed from ceiling/corners areas.
  - C. All carpet to detailed vacuumed along baseboards, edges, furniture, under desk, etc.
  - D. Scrub and refinish all the tile floors.
  - E. Wash down bathroom walls, partitions, including doors.
  - F. Urinal mats will be changed monthly in all restrooms.
- X. Quarterly Cleaning
- A. Shampoo carpet using extraction method at City Hall, Administrative Services Building, Fire Station 1, IT Building, Visitor Center.
- XI. Semi-Annual Cleaning (October and April)
- A. Strip and wax entire hard surfaces at City Hall, Administrative Services Building, Public Works Service Center, Community Center, Police Department, Fire Station 1, IT Building, Visitor Center.
  - B. Clean all windows- inside and outside- during regular business hours Monday- Friday.
- XII. Schedules of Extra Services and Requirements at Community Center
- A. When the City's Community Center has a scheduled event during the weekend, it may become necessary to schedule additional services. This service will take place for two of our events the first being Tomball German Heritage Festival which takes place over the last weekend in March. The Second event will be the Tomball German Christmas Market which will take place over the second weekend in December. Both of these events will require cleanings on Saturday and Sunday. If we require additional service on the weekend, that will be requested with two weeks notice.
    - i. Notice of two (2) weeks (14 days) will be provided to the janitorial service. A form indicating the date, day, and rooms to be used will be provided, enabling the janitorial company to plan for additional service following the event. The janitorial service will be provided via email (if provided) or by phone.
    - ii. Weekend Community Center cleaning to include all items under: Daily General Cleaning and Restroom Cleaning.

**EXHIBIT B**

| <b>BID NUMBER 2023-19 : JANITORIAL SERVICES - CITY OF TOMBALL</b> |                                      |  |  |  |   |                                    |
|---|--------------------------------------|--|--|--|---|------------------------------------|
| <b>COST FOR SERVICES</b>  |                                      |  |  |  |   |                                    |
| <b>ITEM</b>   | <b>LOCATION</b>                      | <b>Cost for Daily General Cleaning (per month)</b> | <b>Cost for Monthly Cleaning (per month)</b> | <b>Cost for Quarterly Cleaning (per quarter)</b> | <b>Cost for Semi - Annual Cleaning (per occurrence)</b> | <b>Total per year for location</b> |
|   | City Hall -                          |  |  |  |   |                                    |
| 1   | 401 Market St.                       | \$1,019.58   | \$70.80                                      | \$424.83   | \$1,104.54  | \$16,992.96                        |
|   | Tomball Police Department -          |  |  |  |   |                                    |
| 2   | 400 Fannin St.                       | \$1,495.41   | \$103.85                                     | \$773.10   | \$1,620.00  | \$25,523.52                        |
|   | Administrative Services Building -   |  |  |  |   |                                    |
| 3   | 501 James St.                        | \$1,699.32   | \$118.01                                     | \$858.06   | \$1,840.92  | \$28,922.04                        |
|   | Public Works Service Center -        |  |  |  |   |                                    |
| 4   | 501 James St.                        | \$156.39   | \$10.86                                      | \$65.16  | \$169.44  | \$2,606.52                         |
|   | Tomball Community Center -           |  |  |  |   |                                    |
| 5   | 221 Market St.                       | \$737.77   | \$51.23                                      | \$307.41   | \$799.26  | \$12,296.16                        |
|   | IT(Annex Building) -                 |  |  |  |   |                                    |
| 6   | 105 S. Cherry St.                    | \$83.43  | \$5.79                                       | \$34.77  | \$90.36   | \$1,390.44                         |
|   | Fire Station # 1 Administration -    |  |  |  |   |                                    |
| 7   | 1200 Rude!                           | \$295.91   | \$20.55                                      | \$123.30   | \$320.58  | \$4,931.88                         |
|   | Visitors Center (Marketing Building) |  |  |  |   |                                    |
| 8   | 215 W. Main Street                   | \$75.76  | \$4.89                                       | \$32.01  | \$130.26  | \$1,356.36                         |
|   | S. Waste Water Treatment Plant -     |  |  |  |   |                                    |
| 9   | 12411 Holderrieth Blvd.              | \$68.17  | \$4.73                                       | \$29.82  | \$73.86   | \$1,141.80                         |

**TOTAL BID PER YEAR: \$ 95,161.68**

**BID NUMBER 2023-19 : JANITORIAL SERVICES - CITY**

**FOR EXTRA SERVICES: Weekends Community C**

| ITEM | DESCRIPTION                | Hourly Rate |
|------|----------------------------|-------------|
| 1    | Saturday Cleaning Only     | \$ 18.97*   |
| 2    | Sunday Cleaning Only       | \$ 18.97*   |
| 3    | Saturday & Sunday Cleaning | \$ 18.97*   |

\*Minimum charge per occurrence is \$135.00

**D - 4 REVISED**



## Consumable Pricing

| Product Description          | Price per case |
|------------------------------|----------------|
| Can Liners 24X33 - Natural   | \$28.94        |
| Can Liners 43X47 1.3 MIL     | \$34.38        |
| Can Liners 38X63 2.7 MIL     | \$80.00        |
| Hand Soap 4 Gallons per case | \$31.33        |
| Hand Soap Gojo               | \$60.41        |
| Urinal Mats                  | \$46.06        |
| 10 PK Urinal Screens         | \$25.87        |
| Wax Bags                     | \$17.91        |
| Toilet Seat Covers           | \$47.31        |
| Scott Multi-fold Towels      | \$33.83        |
| Scott Toilet Tissue          | \$63.18        |

Plastic trash can liners and restroom supplies, such as paper towels, toilet seat covers, toilet tissue, hand soap, urinal screens and urinal mats, are not included, but are available at the above pricing plus a 10% handling fee.