

STATE OF TEXAS

§

COUNTY OF DALLAS

§

AGREEMENT FOR CLEANING AND RELATED SERVICES OF
MUNICIPAL BUILDINGS

This Agreement for Cleaning and Related Services of Municipal Buildings ("Agreement") is made by and between the City of Coppell, Texas ("City") and Oriental Building Services, Inc., a Texas domestic non-profit corporation ("Contractor") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to engage the services of the Contractor as an independent contractor, and not as an employee, to provide the services described in Exhibit "A" (the "Scope of Services") to perform full service janitorial services at the sixteen (16) City-owned facilities located in the City of Coppell, Texas identified in the Scope of Services (the "Services"); and

WHEREAS, the Contractor desires to render the Services for the City on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I
Term

1.1 The initial term of this Agreement shall be for an initial term commencing on June 1, 2019 (the "Effective Date") and ending on May 31, 2020 ("Initial Term"); provided, however, that City shall have the right and option to extend the term for up to four (4) additional one (1) year terms by providing written notice to Contractor of the City's election to extend the term hereof, such notice to be given not more than ninety (90) days prior to the expiration of the Initial Term.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. Contractor shall be entitled to compensation for any Services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

Article II
Scope of Services

2.1 The Contractor shall perform janitorial services in connection with the Services as set forth in the Scope of Services.

Article III
Schedule of Work

Contractor agrees to complete the required Services in accordance with the Scope of Services.

Article IV Compensation and Method of Payment

4.1 Contractor will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services, not to exceed a total amount of Three Hundred and Sixty-Seven Thousand Nine Hundred and Twenty Dollars (\$367,920.00) for each term of the Agreement. Unless otherwise provided herein, payment to the Contractor shall be monthly based on the Contractor's monthly progress report and detailed monthly itemized statement for Services that shows the names of the Contractor's employees, agents, contractors performing the Services, the time worked, the actual Services performed, the rates charged for such Service, the total amount of fee earned to date and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such monthly statements within thirty (30) days after receipt and City verification of the Services and expenses unless otherwise provided herein.

4.2 The parties acknowledge that the Agreement pricing is based on the federal and state minimum wage rate current at the effective date of this Agreement, and agree that the cost of any statutory raises to said minimum wage rate enacted during the term of this Agreement shall be borne by the City.

4.3 Unless otherwise provided in the Scope of Services, Contractor shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

Article V Devotion of Time; Personnel; and Equipment

5.1 Contractor shall devote such time as reasonably necessary for the satisfactory performance of the Services under this Agreement. Should the City require additional services not included under this Agreement, Contractor shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Contractor's standard hourly rate schedule, or as otherwise agreed between the Parties.

5.2 To the extent reasonably necessary for the Contractor to perform the services under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Contractor may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Contractor hereunder, and shall not otherwise be reimbursed by the City unless provided differently herein.

5.3 Contractor shall furnish the equipment, supplies, and personnel necessary to perform the Services required under this Agreement unless otherwise provided herein.

5.4 City shall provide space for all equipment supplied by Contractor which remains on the job site during the life of the Agreement. The equipment must be maintained in good operating condition and in sufficient quantities to adequately perform all Services and available to the Contractors' employees at all times. All equipment must be OSHA certified and/or meet all OSHA requirements.

5.5 All supplies furnished by the Contractor shall be stored in the janitor closets located at each facility, and must be labeled in accordance with OSHA regulations. A penalty of \$100.00 per occurrence will be deducted from the contract amount when violations of OSHA standards are noted.

Article VI Miscellaneous

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. The Contractor may not assign this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. It is understood and agreed by and between the Parties that Contractor, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Contractor shall supervise the performance of its Services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

6.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below,

or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

Attn: Chief Procurement Officer
Procurement Services
City of Coppel, Texas
255 Parkway Blvd.
Coppel, Texas 75019

With a copy to:

Robert Hager
Nichols, Jackson, Dillard, Hager & Smith, LLP
1800 Ross Tower
500 N. Akard Street
Dallas, Texas 75201

If intended for Contractor:

Oriental Building Services, Inc.
Attn: Nixon Shum
2526 Manana Dr., Suite 208
Dallas, Texas 75220

6.9 Insurance.

- (a) Contractor shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general commercial liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Contractor's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), (ii) public liability insurance policy with an aggregate limit of not less than \$1,000,000.00 and products and completed operations liability aggregate limit of no less than \$1,000,000.00; (iii) City's Protective Liability insurance policy with a minimum limits of not less than \$600,000.00 per occurrence and not less than \$1,000,000 Aggregate, (iv) excess /umbrella liability insurance policy coverage with a limit of not less than \$1,000,000.00 per occurrence with drop down coverage, (v) policy of automobile liability insurance covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage; and (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Contractor's employees involved in the provision of services under this Agreement.
- (b) All policies of insurance shall be endorsed and contain the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Automobile Liability Insurance and Workers Compensation Insurance; and (2) provide for at least thirty (30) days prior written notice to the City for cancellation of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. Contractor

shall provide written notice to the City of any material change of or to the insurance required herein.

- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.
- (d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of Services and upon request by the City.
- (e) Contractor shall cause all subcontractors performing Services in compliance with this Agreement to obtain insurance coverages as required in Section 6.9 (a) – (d) herein, which shall remain in full force and effect during the term of this Agreement.

6.10 Indemnification.

(a) CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE CONTRACTOR'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS, SUBCONTRACTORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE CITY, IN WHOLE OR IN PART, IN WHICH CASE CONTRACTOR SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). THE CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.11 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.12 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

[Signature Page to Follow]

EXECUTED this 28th day of May, 2019.

CITY OF COPPELL, TEXAS

By: [Signature]
Mike Land, City Manager



ATTEST:

By: [Signature]
Christel Pettinos, City Secretary

EXECUTED this _____ day of _____, 2019.

ORIENTAL BUILDING SERVICES, INC.

By: [Signature]

Name: Steve Gye

Title: President

EXHIBIT "A"

SCOPE OF SERVICES

A. GENERAL STATEMENT OF WORK

Contractor shall provide full service Janitorial & Cleaning services to the City of Coppell facilities listed herein in accordance with this Agreement and Scope of Services. There are currently 16 facilities totaling approximately 210,000 square feet included in this Scope of Services.

B. JANITORIAL SPECIFICATIONS

I. GENERAL CLEANING

The following general cleaning services shall be performed as specified by Contractor at the City's Facilities:

A. Common Areas/Offices/Breakrooms

Nightly services

- Empty and replace liner in all waste receptacles (includes exterior receptacles)
- Empty recycle containers and dispose in outside recycle containers
- Spot clean interior glass
- Vacuum and spot clean all common areas/stairs (includes exterior mats)
- Sweep and mop hard surface floors
- Vacuum all walk off mats
- Clean and disinfect drinking fountains
- Complete cleaning of elevator cabs
- Clean and disinfect stovetops, refrigerators, microwaves (the exterior of appliance ONLY)
- Clean and disinfect breakroom tables/chairs
- Polish breakroom sinks/countertops
- Disinfect all high touch surfaces including but not limited to doors, door handles, push plates, switch plates and hand railings
- Spot clean finger prints on glass doors and windows

Weekly Services

- Dust all horizontal surfaces, including bookshelves, (without moving papers or personal items), window ledges, blinds, furniture arms/bases, door frames
- Polish all marble tops (Council chamber, breakrooms, etc.)
- Vacuum all offices and conference rooms
- Clean Inside/Outside Trash Receptacles
- Sweep & Mop Employee Stairwells
- Dust lighting sconces
- Dust picture frames in common areas

Monthly Services

- Polish brass fixtures
- Scrub/Buff/Wax all hard floor surfaces
- Dust HVAC returns and vents

□

Nightly Services

- Empty and replace liner in waste receptacles
- Sweep/mop floors with disinfectant
- Scrub all toilets/urinals with disinfectant to include exterior surfaces (underside of bowls)
- Clean/Polish mirrors, dispensers, countertops
- Clean/Polish door hardware/kick plates
- Scrub and disinfect showers

Weekly Services

- Scrub and disinfect tiled wall and partitioned surfaces
- Clean and disinfect toilet partitions
- Disinfect and flush all floor drains
- Clean Inside/Outside of Trash Receptacles

Monthly Services

- Scrub/Buff/Wax tile floors
- Clean grills, vents, light fixtures to prevent cobwebs
- Clean all baseboards

Special Daytime Services Needed:

Need one (1) floating custodian to address any janitorial issues, at any facility as follows:

Monday-Friday 8:00 a.m. to 6:00 p.m.

This custodian will include the part-time work to be done at the Library and the Senior Center; see Special Detail.

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II. LIST OF CITY FACILITIES/CLEANING SCHEDULE

Recreation Center (50,000 sq. ft.) 234 E Parkway	7 days/week (special detail)
Library (32,093 sq. ft.) 177 N Heartz	7 days/week (special detail)
Community/Senior Center (14,000 sq. ft.) 345 E. Bethel	7 days/week (special detail)
Justice Center (25,000 sq. ft.) 130 Town Center Blvd	7 days/week (special detail)
Town Center (33,000 sq. ft.) 255 Parkway Blvd	5 days/week
Developmental Services (20,733 sq. ft.) 265 Parkway Blvd	5 days/week
Service Center (10,000 sq. ft.) 816 S. Coppell Road	5 days/week
Temp Library Building (5,000 sq. ft.) 500 Southwestern	5 days/week
Animal Shelter (1,800 sq. ft. – not kennels) 821 S. Coppell Road	5 days/week
Tennis Center (1,000 sq. ft.) 950 Creekview Dr.	5 days/week
Fire Training Facility (3,000 sq. ft.) 133 E. Parkway	5 days/week
Arts Center (2,000 sq. ft. – not theatre) 157 S. Moore Rd	2 day/week
Columbarium and Pavilion (1,000 sq. ft.) 400 S. Freeport Pkwy	5 day/week
Bio Diversity Center (4,000 sq. ft.) 345 S. Freeport Pkwy	5 day/week
Historical Buildings/Restrooms Corner of Coppell Rd/Bethel Rd	1 day/week
Life Safety Park (7,500 sq. ft.) 816 S. Coppell Road	5 days/week

III. SPECIAL DETAIL CLEANING

In addition to the General Cleaning requirements set forth in Section B(I) herein, Contractor shall perform special detailed cleaning at the following facilities as listed below:

A. RECREATION CENTER

In Addition to Restroom/Common Area Cleaning Schedule, the following special detail applies to Recreation Center:

Gymnasium Floor:	Dust Mop Nightly Wet Mop with PH Neutral Cleaner Nightly Scrub Quarterly
Aerobics Wood Floor:	Dust Mop Nightly with Untreated Mop Head Dust Mop with Waterless Cleaner Weekly (Odorless mineral spirits/petroleum distillates) *Never use a buffer or scrub/mop with water!
Rubberized Flooring Fitness Area:	Vacuum Nightly Wet Mop with PH Neutral Cleanser Nightly
Tile Floors:	Clean as per manufacturer's specifications, scrub quarterly
Running Track Floor:	Clean as per manufacturer's specifications
Fitness Equipment Units:	Wipe down nightly with designated cleaning solution.
Restrooms and Locker Rooms:	Cleaned continuously throughout the day. Surveying and cleaning showers continuously, as needed. Scrub and disinfect showers nightly. Perform very detailed cleaning, monthly.

Special Daytime Services Needed:

Need two (2) custodians (one male and one female) stationed on-duty at the Recreation Center as follows:

Monday-Friday	8:00 a.m. to 5:00 p.m.
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Need one (1) custodian stationed on-duty at the Recreation Center as follows:

Monday-Friday	5:00 p.m. to 8:00 p.m.
Saturday	9:00 a.m. to 4:00 p.m.

Aquatics areas:

Offices (4): Same Nightly, Weekly, and Monthly services as in other common area offices

Exterior Pool Deck
Trash Receptacles: Empty when needed during the day, and nightly, and wash out interior of receptacles weekly.

Exterior Pool Restrooms
& Family Changing Room: Same Nightly, Weekly, and Monthly services as other common area restrooms, PLUS check for areas needing attention regularly during the day (summer months only).

B. SENIOR AND COMMUNITY CENTER

***In addition to restroom/common area cleaning schedule, the following detail cleaning applies to the Senior and Community Center:**

Special Daytime Services Needed:

Need one (1) custodian stationed on-duty at the Senior Center as follows:

Monday-Friday	2:00 p.m. to 5:00 p.m.
Saturday	11:00 a.m. to 2:00 p.m.

Nightly Services

Fitness Room:

- Wipe down with disinfectant all fitness equipment
- Clean mats, vacuum or wipe with cleaner

Kitchen:

- Clean/disinfect warming table and containers
- Clean/disinfect sinks
- Clean lower storage shelves under counters
- Clean and disinfect kitchenette (water and coffee area outside of kitchen)
- Mop kitchenette floor (remove mat and clean under)
- Clean trash can openings (Kitchenette/Restrooms)

Craft Room/Game Room

- Wipe down table and counter tops
- Sweep and mop floor
- Activities Room/Game Room
- Vacuum Floors
- Wipe Table Tops

Weekly Services

Kitchen:

- Disinfect and flush all floor drains
- Clean inside and outside of trash receptacles
- Dust roll up kitchen window

Patio Area & Exterior of Facility:

- Clean patio furniture (remove dust and leaves)
- Empty exterior trash receptacles (one at front entry & one on back patio)
- Clean exterior restrooms
- Wipe off benches at front entry

B. TENNIS CENTER

Nightly Services

Trash Removal:

Remove trash and trash bags from all receptacles (indoor and outdoor) and haul all trash and bags to the Service Center dumpster. No trash or trash bags should be left at the Tennis Center overnight.

Restrooms and Locker Rooms:

Scrub and disinfect showers nightly. Perform very detailed cleaning, monthly

C. LIBRARY

*****Daily Service -DAY PORTER at 4/4:30PM; check and clean restrooms for cleanliness and paper products. See Common area instructions, above.***

Nightly Service:

- Clean and disinfect all table tops and chairs
- Wipe down patio furniture

Weekly Service:

- Dust all Library materials bookshelves

D. JUSTICE CENTER/POLICE DEPT.

*****EACH EMPLOYEE ASSIGNED TO THIS FACILITY MUST BE CJIS CLEARED.*****

- Online CJIS Account set up by Police department employee.
- Each custodian must be fingerprinted and complete the IdentGo form.
- Have a background check with no felonies, Class B Misdemeanors and no family violence offenses.
- Complete CJIS online training and obtain certification.
- Receive security addendum signed by vendor and Chief of Police.

Nightly Service:

- Clean and disinfect training and weight rooms.
- Empty Sally port trash
- Leave extra supplies in Restrooms

Restrooms and Locker Rooms: Scrub and disinfect showers nightly. Perform very detailed cleaning, monthly

C. PERSONNEL

I. EMPLOYEES:

Contractor shall employ a sufficient number of experienced janitors to adequately perform all the specified duties and services under this Agreement. All janitors shall be familiar with the schedule of cleaning within their assigned areas as stated herein.

II. LIST OF EMPLOYEES:

Prior to any Services being performed under this Agreement, Contractor must provide City with a list of all employees that will be assigned to perform Services under this Agreement. Said list shall be kept current and updated on a regular basis. The list must include all of the following information:

- A. Full Name;
- B. Date of Birth;
- C. Social Security Number; and,
- D. Valid Drivers License Number

III.EMPLOYEE IDENTIFICATION:

All employees of Contractor working in City of Coppell facilities must wear a photo I.D. card at all times while performing duties on City property showing:

- A. Contractor's name;
- B. Contractor's Address and Phone Number;
- C. Employees Current Photo, and
- D. Employee Name.

IV.SUPERVISION:

- A. Contractor shall assign not less than one (1) qualified supervisor to physically supervise Contractor's employees and to ensure adherence to the cleaning schedule.
- B. The supervisor shall be responsible for all keys assigned to unlock facilities and for the security of the building while Contractor's employees are performing their duties. The supervisor will make certain that all doors are securely locked prior to leaving each night.
- C. The supervisor shall be responsible for the conduct and performance of the contractors employees and for ensuring that all employees abide by the rules set forth in Section V herein.

V. RULES AND REGULATIONS REGARDING CONTRACTOR EMPLOYEE CONDUCT:

Contractor's employees shall abide by the following rules and regulations when performing the Services under this Agreement:

- A. Contractor's employees shall not work under the influence of alcohol or drugs. Any employee appearing to be under the influence of alcohol or drugs shall not be permitted in a City facility and should immediately be removed by the Supervisor on duty.
- B. No loud or boisterous conduct will be permitted.
- C. Contractors employees shall not open desk drawers or cabinets at any time.
- D. Contractors employees are not to use or tamper with any office machines, equipment and City Employees' personal property at any time.

- E. Contractors employees are not to use City telephones at any time.
- F. Contractors employees are not allowed to smoke in City buildings.
- G. Contractor employees must be able to speak and understand English fluently.

D. CONTRACTOR FURNISHED EQUIPMENT AND SUPPLIES:

- I. Contractor shall furnish the equipment, supplies, and personnel necessary to perform the Services required under this Agreement unless otherwise provided herein.
- II. City shall provide space for all equipment supplied by Contractor which remains on the job site during the life of the Agreement. The equipment must be maintained in good operating condition and in sufficient quantities to adequately perform all Services and available to the Contractors' employees at all times. Clean mop heads must be used in nightly activities. All equipment must be OSHA certified and/or meet all OSHA requirements.
- III. All supplies furnished by the Contractor shall be stored in the janitor closets located at each facility, and must be labeled in accordance with OSHA regulations. A penalty of \$100.00 per occurrence will be deducted from the contract amount when violations of OSHA standards are noted. Contractor must provide all "GREEN" cleaning products and supplies.

E. SPECIAL OR EMERGENCY CLEANING:

When directed by the Facilities Manager by written or verbal order, to clean any area required for a special occasion or made necessary by an emergency or mishap, Contractor shall furnish all labor and supervision is required, to fulfill the order.

F. PENALTY FOR NON-COMPLIANCE:

Should Contractor fail to perform the required specifications as set forth in this Scope of Services herein, as determined by the City, a \$25.00 per occurrence penalty fee will be deducted from that month's payment, and copy of the violation forwarded to the Contractor's Supervisor.