DATE: February 2, 2015

TO: All Prospective Proposers

FROM: Valerie Rolandelli
Associate Vice President
301-985-7895

RE: RFP 91268 – Facilities and Equipment Maintenance
Addendum #6 dated 02/02/2015

The following amends the above referenced RFP documents. Receipt of this addendum is to be acknowledged by completing the enclosed "Acknowledgement of Receipt of Addenda Form" and including it in the Technical Proposal. As well, the addendum number and date should be noted in the appropriate space on the Price Proposal form.

1. Attached please find the Solicitation Questions/Issues Log that responds to questions received from potential Proposers. Please note that we are receiving many questions related to later phases of the Procurement, in particular the Price Proposal Phase. As noted in the solicitation, “Details regarding the Price Proposal submittal will be provided in a written addendum issued to the final shortlisted firms.” As well, the forms in Appendix B are only samples, and not the actual forms to be completed. In a Request for Proposal procurement process, as submittals are reviewed from Proposers and discussions held between UMUC and the shortlisted firms, many aspects of the procurement process evolve and become more refined. This is especially true for the Price Proposal phase of this procurement. Shortlisted firms will have an opportunity to clarify the Price Proposal phase of the procurement during the oral presentation/discussion session phase, as well as in written questions prior to the due date for Price Proposals.

2. Any further questions from potential Proposers are to be provided in the format of the Question/Issues Log. We appreciate your cooperation in using a standard format.

3. The due date and time for the Initial Technical Proposal REMAINS as Tuesday, February 10, 2015, on or before 5:00 p.m. Proposals must be delivered to the Issuing Office per Section I, Paragraph 2 of the solicitation document. Refer also to Section I, Paragraph 6 of the solicitation document for further information about the Proposal Closing Date/Due Date and Time. Late proposals cannot be accepted.

End of Addendum 6 dated 02-02-2015
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

RFP NO.: 91268

INITIAL TECHNICAL PROPOSAL DUE DATE:
    Tuesday, February 10, 2015 on or before 5:00 pm EDT

RFP FOR: FACILITIES AND EQUIPMENT MAINTENANCE

NAME OF PROPOSER: ________________________________

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned, hereby acknowledges the receipt of the following addenda:

Addendum No. 1 dated 01-20-2015

Addendum No. 2 dated 01-22-2015

Addendum No. 3 dated 01-26-2015

Addendum No. 4 dated 01-28-2015

Addendum No. 5 dated 01-30-2015

Addendum No. 6 dated 02-02-2015

Addendum No. ______ dated ________

Addendum No. ______ dated ________

As stated in the RFP documents, this form is included in our Technical Proposal.

__________________________________________
Signature

__________________________________________
Name Printed

__________________________________________
Title

__________________________________________
Date

END OF FORM
<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Solicitation Section</th>
<th>Solicitation Reference</th>
<th>Question</th>
<th>UMUC Response</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Who is your current contractor?</td>
<td>EMCOR</td>
</tr>
<tr>
<td>1.</td>
<td>N/A</td>
<td></td>
<td>Will the new vendor be able to hire current maintenance staff under the resulting contract?</td>
<td>UMUC is not dictating a staffing plan and will consider all proposed staffing plans in the evaluation of Technical Proposals. Proposer is to address their staffing plan within the firm’s Technical Proposal.</td>
</tr>
<tr>
<td>2.</td>
<td>N/A</td>
<td></td>
<td>Is there a current collective Bargaining Agreement in place for the site and if so will UMUC provide a copy in an addendum?</td>
<td>The current operation and maintenance contractor has an agreement. We are not requiring one.</td>
</tr>
<tr>
<td>3.</td>
<td>N/A</td>
<td></td>
<td>SECTION I 8. Contractual Agreement – page , last paragraph Please explain, “For accounting purposes only, UMUC will also issue purchase orders throughout the Contract Term (or Terms) to the awarded Contractor for maintenance activities done under the Contract. Purchase orders will be issued to track costs for accounting purposes. All invoices will need to refer to a purchase order number.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>SECTION II 6. Staffing - page 15, i.</td>
<td></td>
<td>The RFP states that, “The contractor is required to provide sufficient staffing to maintain the facilities and equipment” and that “the Contractor is to determine the number and any other positions.” Can UMUC provide a workload history pertaining to PM, work orders and IDIQ work performed at the site so staffing requirements can be evaluated? Work orders average approximately 775, per month. Preventive maintenance tasks are approximately 316, per month.</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>SECTION II 6. Staffing - page 15, i., Experience Requirement:</td>
<td></td>
<td>The Project Manager, Engineering Supervisor, Lead Engineer, Engineers and Maintenance Mechanics positions are listed as “full time on site.” Does this mean that there should be 100% backfill for each of these positions, for vacations, sick leave or unexpected absence? Yes</td>
<td></td>
</tr>
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<td>6.</td>
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<td>Question</td>
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<tr>
<td>7.</td>
<td>SECTION II</td>
<td>6. Staffing - page 15, i., Experience Requirement:</td>
<td>Engineers are required to have a DC Third Class License. Will UMUC accept a Maryland First?</td>
<td>No</td>
</tr>
<tr>
<td>8.</td>
<td>SECTION II</td>
<td>7. Definitions - page 16</td>
<td>Will the existing equipment database be available for download by the successful contractor?</td>
<td>Yes</td>
</tr>
<tr>
<td>9.</td>
<td>SECTION II</td>
<td>7. Definitions - page 16</td>
<td>Can you provide the number of seats that will be required to be purchased for the CMMS, and would UMUC prefer to utilize handheld units?</td>
<td>UMUC has 20 users, including the following: 1 Authorized User, 3 Limited Users, and 16 Express Users. UMUC may consider utilizing handhelds, depending on the cost.</td>
</tr>
<tr>
<td>10.</td>
<td>SECTION II</td>
<td>8. Primary Requirements - page 17, i., Labor, supervision, tools, materials and supplies</td>
<td>UMUC indicates that materials and supplies are reimbursable items. Are hand tools reimbursable?</td>
<td>Tools for tool bags assigned to staff are not reimbursable. All shop tools are reimbursable.</td>
</tr>
<tr>
<td>11.</td>
<td>SECTION II</td>
<td>8. Primary Requirements - page 17, ii., Permits, Taxes and Laws</td>
<td>Can you explain the last sentence concerning immunity, and how that could translate into additional cost by the contractor?</td>
<td>Will be answered in subsequent addendum.</td>
</tr>
<tr>
<td>12.</td>
<td>SECTION II</td>
<td>8. Primary Requirements - page 20, xvii., Capital Improvement Planning:</td>
<td>The depth of detail required for the assessment in the prescribed 90 day timeline will result in additional costs. Would UMUC consider a draft plan for discussion suitable with a mutually agreed upon timeline for final completion after the draft review? In addition, would UMUC consider using a similar timeline for the Ten Year Capital Projects Schedule?</td>
<td>The 10 year Capital Projects Schedule is part of the Assessment. UMUC feels that 90 days from start of contract is ample time to complete.</td>
</tr>
<tr>
<td>13.</td>
<td>SECTION II</td>
<td>9. Specific Functional Requirements - page 20, I. General Repairs &amp; Maintenance, A. General.</td>
<td>For performance of minor construction and modification work, it is understood that the successful contractor will be responsible for tasks identified in this statement. Will UMUC also require the successful contractor to assist or manage work that is contracted through UMUC’s contracting office that is separate</td>
<td>The successful contractor will be required to assist and work in collaboration with the UMUC Facilities office.</td>
</tr>
<tr>
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<td>14. 1</td>
<td>SECTION II</td>
<td>9. Specific Functional Requirements - page 21, I. General Repairs &amp; Maintenance, B. Typical Work Order Tasks</td>
<td>UMUC has provided an extensive listing of tasks that are further defined as “not all inclusive” items that could need or require repair. Can you describe some specific areas or tasks that are not included in this contract?</td>
<td>All tasks that are required to maintain, operate, and provide customer service to the facilities is required.</td>
</tr>
<tr>
<td>15. 1</td>
<td>SECTION III</td>
<td>2. Technical Proposal Criteria: page 33, 2.2 Staffing Requirements/ Key, Personnel/References 2.2.1</td>
<td>The note states, “All staff, excluding Executive POC is to be assigned 100% of the time on site to UMUC.” Does this mean that there is a requirement to backfill all vacant positions from the unskilled employee through the Project Manager level for any absences of any duration?</td>
<td>Yes</td>
</tr>
<tr>
<td>16. 1</td>
<td>SECTION III</td>
<td>2. Technical Proposal Criteria: page 33, 2.2 Staffing Requirements/ Key, Personnel/References 2.2.2</td>
<td>Bullet three requires the offeror to provide a minimum of three contract references for the noted personnel “within the last five years.” For personnel working in fewer than three positions (i.e., person working in same position for more than five years) within the past five years, will references to just those positions be acceptable?</td>
<td>No, if they have been in the same position for more than 5 years, provide 2 additional references.</td>
</tr>
<tr>
<td>17. 1</td>
<td>APPENDIX A</td>
<td>QUESTIONNAIRE - D. Primary Requirements: page 60, 12 Predictive Maintenance:</td>
<td>UMUC has indicated that in-house capability is required for oil spectrum, vibration analysis, infrared, eddy current and non-destructive testing as needed. The cost to perform these tasks in house is cost prohibitive in most cases due to training, certifications and specialized equipment. Is it possible for the successful contractor to provide this service through a qualified subcontractor?</td>
<td>The successful contractor must have relationships with qualified vendors and costs will be reimbursable.</td>
</tr>
<tr>
<td>Addendum No.</td>
<td>Solicitation Section</td>
<td>Solicitation Reference</td>
<td>Question</td>
<td>UMUC Response</td>
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<tr>
<td>18</td>
<td>SECTION II</td>
<td>D. Subcontract</td>
<td>The requirement states, “if the Facilities Maintenance Contractor deems it necessary to procure third party contracts to complete any of the work outlined in this RFP the Facilities Maintenance Contractor must provide the university with a scope of work for services to be provided and associated.” Is this requirement applicable for third party contracts after contract award and not required for selected subcontractors for our proposal response to the RFP?</td>
<td>Yes, after contract award.</td>
</tr>
<tr>
<td>19</td>
<td>SECTION II</td>
<td>B. Typical Work Order Tasks, xxvii, page 23.</td>
<td>The requirement states, “Provide office moves to include (furniture, crates, boxes etc.). If the move requires a truck, will it be provided by UMUC? If not, will truck rental be reimbursable? If a move is considered large, will the expense of a moving company be reimbursable?</td>
<td>Upon approval from UMUC, moves requiring a truck and/or a moving company will be reimbursable.</td>
</tr>
</tbody>
</table>
| 20          | APPENDIX A           | QUESTIONNAIRE - 5. Service Response, page 57. | The requirement states that the time/response for priority 1 and priority 2 is two (2) hours and twenty-four (24) hour resolution, respectively. Please define “resolution.” Does this mean a repair/fix is underway with that time frame or does that mean the repair/fix is completed within that time frame? | It is expected the successful contractor will complete (repair/fix) any given service call/request (ticket) within the resolution time described in the RFP. However, UMUC understands if a part is needed or other circumstances may preclude the ticket from being completed. The successful contractor may change the ticket status to “work in...
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<tr>
<td></td>
<td>SECTION II</td>
<td>B. Typical Work Order Tasks, xix, page 22.</td>
<td>The requirement states, “Dismantle, store, and rebuild modular furniture parts.” Does this requirement include setting up furniture systems, such as cubicles and other large format set-ups?</td>
<td>UMUC will require the successful candidate to provide small cubicle set-ups. Upon approval from UMUC, large format set-ups can be provided by a qualified company and is reimbursable.</td>
</tr>
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<td>21.</td>
<td>2</td>
<td></td>
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**END OF ADDENDUM TWO DATED 01-22-2015**

<table>
<thead>
<tr>
<th>Announcment - Addendum No. 3</th>
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<tr>
<td>22. 3 Solicitation Schedule</td>
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**END OF ADDENDUM THREE DATED 01-26-2015**

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<td>23. 4 SECTION II</td>
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**END OF ADDENDUM FOUR DATED 01-28-2015**

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<td>25. 5 SECTION I</td>
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<td>26. 5</td>
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<td>27. 5</td>
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<td>35. 5</td>
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<td>36. 5</td>
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<td>Addendum No.</td>
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<td>37.</td>
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<td>38.</td>
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<td>39.</td>
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END OF ADDENDUM FIVE DATED 01-30-2015
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<tr>
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<tr>
<td>40.</td>
<td>6</td>
<td>SECTION II</td>
<td>B. Scope of Project, Paragraph 9.VI., page 26, Fire and Life Safety Systems Maintenance</td>
<td>Please provide a detailed list of all fire alarm and sprinkler devices including counts and manufacturer broken down by building. These can typically be found on an annual inspection report. Only 1 fire pump and 2 fire panels are listed in the equipment inventory sheets.</td>
</tr>
<tr>
<td>41.</td>
<td>n/a</td>
<td>n/a</td>
<td>Can a copy of the current union agreement be provided including names of current staff and a breakdown of subs?</td>
<td>The current union agreement from the current contractor is attached. UMUC will not provide names of current staff with the current contractor.</td>
</tr>
<tr>
<td>NUMBER</td>
<td>TITLE</td>
<td>PRIMARY LOCATION</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>1</td>
<td>Project Manager</td>
<td>Adelphi</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Engineering Supervisor</td>
<td>Adelphi/ Largo Both Sites as needed</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Lead Engineer</td>
<td>1 Adelphi/ 1 Largo</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Engineer</td>
<td>1 Adelphi/ 1 Largo</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Maintenance Mechanic</td>
<td>Adelphi</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Utility Mechanics</td>
<td>1 Largo/2 Adelphi</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>HVAC / Refrigeration Mechanic</td>
<td>Both Sites as needed</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Helpers</td>
<td>1 Adelphi/ 1 Largo/ Both Sites as needed</td>
<td></td>
<td></td>
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<tr>
<td>2</td>
<td>Painters</td>
<td>1 Adelphi/ 1 Largo/ Both Sites as needed</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Service Desk Admin Assistant</td>
<td>Adelphi Facilities Office</td>
<td></td>
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</tbody>
</table>

Note: 2 additional Utility Mechanics have been added at Adelphi
Note: 2 helpers are a new positions and painters are currently a contracted positions

** All Staff will be cross-trained at all properties and utilized as needed.
<table>
<thead>
<tr>
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<tr>
<td>43.</td>
<td>6</td>
<td>SECTION II</td>
<td>B. SCOPE OF PROJECT Page 27, 10. INSURANCE and also Question 28 listed above in Addendum 5</td>
<td>Are the insurance requirements that of the Prime only or do subs have to also meet these requirements.</td>
</tr>
<tr>
<td>44.</td>
<td>6</td>
<td>SECTION III</td>
<td>2. Technical Proposal Criteria: - page 37, 2.7. Insurance</td>
<td>Question 29 above requests a SOW for housekeeping.</td>
</tr>
<tr>
<td>45.</td>
<td>6</td>
<td>SECTION III</td>
<td>2. Technical Proposal Criteria: - page 37, 2.7. Insurance</td>
<td>The Proposal Instructions list Professional Liability (Errors &amp; Omissions) insurance as being required on the Evidence of Insurance, even though that type of insurance is not required in the Insurance Requirements at Section II, Para. 10, where the detailed insurance requirements are set forth. Further, the current contract does not require PL (E&amp;O) insurance. We suggest this insurance is not appropriate for the work being done as it is essentially &quot;malpractice&quot; insurance for Professional Engineers &amp; Architects, and the work at UMUC is preventive maintenance &amp; repair work. In fact, our firm does not normally carry PL (E&amp;O) insurance. We request that requirement for providing verification of coverage for Professional Liability (Errors and Omissions) be deleted.</td>
</tr>
<tr>
<td>46.</td>
<td>6</td>
<td>Section I</td>
<td>RFP page 10. 11. Proposal and Performance Security</td>
<td>The bond must be in the form specified by the University. There is no Bid Bond Form attached in Appendix B.</td>
</tr>
<tr>
<td>Addendum No.</td>
<td>Solicitation Section</td>
<td>Solicitation Reference</td>
<td>Question</td>
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<td>47.</td>
<td>Appendix B</td>
<td>RFP page 73</td>
<td>Attached to this price proposal is the pricing break-out form, however nothing is attached. Can a copy of the pricing break-out form be provided?</td>
<td>As stated in the solicitation and in previous answers, the price proposal form in Appendix B is only a sample document. The details of the price proposal phase as well as all applicable forms will be issued via addendum to the shortlisted firms who are requested to submit pricing.</td>
</tr>
<tr>
<td>48.</td>
<td>Section III</td>
<td>Article 2 – Second Phase of the Procurement</td>
<td>Several clarifications on pricing phase received by Issuing Office.</td>
<td>As a result of several questions/clarifications received during the initial phase of the procurement, ADD to Section III, Article 2, 1 (v) to discuss/clarify any aspects of the Price Proposal phase and/or forms.</td>
</tr>
<tr>
<td>49.</td>
<td>Section III</td>
<td>Article 3, Price Proposals/Price Evaluation</td>
<td>After 3 years is there a limit on what the price increase can be? Such as in accordance with the CPI?</td>
<td>This is information is already in the Solicitation. See Section III, Article 3, Price Proposals/Price Evaluation, Paragraph 1.4 as to how price increases, if any, will be handled for any Renewal Term with the successful Contractor.</td>
</tr>
<tr>
<td>50.</td>
<td>Section III</td>
<td>2.2 Staffing Requirements/Key Personnel/References, page 33</td>
<td>Can you provide the current project manager, supervisor and 2 lead engineers’ resumes? The RFP is very specific about us including the key personnel that we are proposing to put on site if successful. Based on this we typically like to interview the incumbent staff in accordance with labor harmony laws, unless you want the existing team to be replaced</td>
<td>UMUC will not release information at this time regarding the current contractor’s staff.</td>
</tr>
<tr>
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<tr>
<td>51. 6</td>
<td>Solicitation schedule</td>
<td>Questions are due 2/3/15</td>
<td>We were informed that a new pricing page will be published, but maybe not before the proposal is due. If this is the case, can we ask questions again once it is published?</td>
<td>The Issuing Office does not know where or when the questioner was advised that a new price proposal would be issued. See Question 47 and 48 above regarding the price proposal phase. The shortlisted firms following the technical proposal phase who are requested by addendum to submit a price proposal will be allowed to ask questions prior to the due date and time for price proposals.</td>
</tr>
<tr>
<td>52. 6</td>
<td>Section III</td>
<td>Section III, Article 3, Price Proposal Phase.</td>
<td>Based on the existing pricing sheet listing hourly rates for each position, can you tell us if we bill for all hours worked on site or all hours paid to an employee? For instance if we have a person on vacation, can we still bill for that time.</td>
<td>See Question 47, 48, and 51 above regarding the price proposal phase of the procurement.</td>
</tr>
<tr>
<td>53. 6</td>
<td>Section III</td>
<td>Section III, Article 3, Price Proposal Phase.</td>
<td>Can we bill additional for backfill or is that to be included in our base bid?</td>
<td>See Question 47, 48, and 51 above regarding the price proposal phase of the procurement.</td>
</tr>
</tbody>
</table>

END OF ADDENDUM SIX DATED 02-02-2015
April 9, 2014

Ms. Laura McWeeney  
Associate Vice President, Procurement and Business Affairs  
University of Maryland University College  
Room ICC-3120  
3501 University Boulevard East  
Adelphi, MD  20783

Dear Ms. McWeeney:

Re: University of Maryland University College Contract No. 90647  
Collective Bargaining Agreement between EMCOR Government Services, Inc. and  
International Union of Operating Engineers, Local 99  
Effective January 1, 2014 thru December 31, 2016

Enclosed for your records is a courtesy copy of the Collective Bargaining Agreement between EMCOR Government Services, Inc. and International Union of Operating Engineers, Local 99 for the covered employees located at the University of Maryland, College Park, MD. The Collective Bargaining Agreement is effective January 1, 2014 through December 31, 2016.

Should you have any questions or concerns, please contact me at (571) 403-8953 or via email at ammoore@emcor.net.

Sincerely,

[Signature]

Andrea M. Moore  
Senior Director, Contracts

Enclosure

cc: G. Trujillo  
Contract File
COLLECTIVE BARGAINING AGREEMENT

by and between

EMCOR GOVERNMENT SERVICES, INC.

and

LOCAL 99-99A, INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO

for

UNIVERSITY OF MARYLAND
UNIVERSITY COLLEGE

Term of Agreement

January 1, 2014 to
December 31, 2016
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**ARTICLE I  UNION REPRESENTATION AND MEMBERSHIP** ........................................... 1  
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AGREEMENT

This Agreement, is by and between Local 99-99A, International Union of Operating Engineers affiliated with the Metropolitan Council, AFL-CIO, the Maryland State and District of Columbia AFL-CIO and the Virginia State AFL-CIO, party of the first part and hereinafter referred to as the Union, and EMCOR Government Services, Inc., hereinafter referred to as the Company, covering all bargaining unit employees, shown on Exhibit “B”, at the University of Maryland, University College (UMUC), where the Company provides facility management, engineering and maintenance services and which are within the geographical jurisdiction of the Union.

That for the purpose of mutual understanding and in order that a harmonious relationship may exist between the Company and the employees in the unit herein defined, and to the end that continuous and efficient service may be rendered by both parties for the mutual benefit of both, it is hereby agreed that:

ARTICLE I

UNION REPRESENTATION and MEMBERSHIP

Section 1.1. Representation: The Company recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours of work, and other conditions of employment for its employees falling within the job classifications of this Agreement.

Section 1.2. Membership: The Lead Engineer, and any engineers who serve as supervisors within the meaning of Section 2(11) of the Labor-Management Relations Act, 1947, shall, as a condition of their employment, become members of the Union not later than the 30th day next following the date of their employment or the effective date of this Agreement, whichever is later; and shall thereafter remain members in good standing. This paragraph shall not be applied or deemed effective in the Commonwealth of Virginia nor in any other jurisdiction where its application would be contrary to law.

Section 1.3. Employees: All other employees covered by this Agreement shall, as a condition of their employment, become members of the Union not later than the 30th day next following the date of their employment or the effective date of this Agreement, whichever is later; and shall thereafter remain in good standing in accordance with Section 8(a)(3) of the Labor-Management Relations Act, 1947. This paragraph shall not be applied or deemed effective in the Commonwealth of Virginia, nor in any other jurisdiction where its application would be contrary to law.
Section 1.4. Check-Off: In accordance with the terms of an individual voluntary written authorization for check-off of membership dues, revocable at will by the employee, the Company shall deduct and forward to the Union a fixed amount of work dues from the wages of each employee. The amount to be deducted shall be that specified in the approved Union by-laws and the Union shall certify such amount to the Company upon request.

Section 1.5. Ten Day Notice: Subject to the provisions of said Act, the Company shall, on, but not before, the tenth (10th) working day from receipt of written notice from the Union, discharge any employee who is not in good standing in the Union as defined in the Act and as required by the preceding paragraph.

Discharges under this paragraph are considered voluntary terminations. This paragraph shall not be deemed effective or applicable to the Commonwealth of Virginia nor in any other jurisdiction where its application would be contrary to law.

Section 1.6. Jurisdiction: The jurisdiction of the Union shall extend over and include the operation, maintenance and repair of:

a) All boilers, their accessories and appurtenances.
b) All fired or unfired pressure vessels and vacuum systems.
c) All refrigeration and air conditioning machinery and their associated equipment, including maintenance and repair of cold storage spaces.
d) All plumbing and piping, including water, gas, heating, steam, and sanitation systems.
e) All electrical appliances and fixtures, including lamping.
f) All emergency power equipment.
g) All electric motors, generators, circuits, and switch gear.
h) All machinery and equipment used in the production and for the health and comfort of the Employer's business and personnel.
i) Any and all equipment, building systems, components and spaces under the supervision of the Lead Engineer.
j) It is expressly agreed that the jurisdiction of the Union shall include operation and control of the equipment connected to the Environmental Control Center that is within the Union's jurisdiction.

Section 1.7. Exempt Jurisdictions: It is agreed, however, that any part or parts of this jurisdiction of which the Company has a bona fide working agreement with another union or unions which predates this Agreement, such part or parts shall automatically be deleted from this Agreement.

Section 1.8. Exempt Repairs: It is further agreed that any repairs or maintenance which, in the opinion of the Project Manager after consultation with the Company, are beyond the scope of the employees covered herein to perform are exempted from said jurisdiction.

Section 1.9. Painting: The Union, in the exercise of its rights and responsibilities under this Agreement, agrees that all equipment covered herein shall be kept in a clean and orderly condition. It is agreed and understood, however, that painting by Engineers shall be limited to mechanical equipment and its immediate surrounding areas and mechanical rooms and spaces. In no instance shall an Engineer be required to paint walls, ceilings, or in any area outside of the engine rooms, boiler rooms, mechanical and electrical room, or shops under this jurisdiction; however, Engineers may do minor touch-up painting in buildings where two (2) or less employees are assigned. Employees other than Engineers may, however, be required to perform minor spot and touch-up painting at locations designated by the Company. Utility Mechanics, General Maintenance Workers and Helpers may be required to do general painting.

Section 1.10. Job Classifications: The scope of duties of the classification as listed in Exhibit "A" of this Agreement shall be as follows:

a) Engineer Supervisor - To be responsible for the overall project operation for this site account. Will direct and supervise the Lead Engineer and staff according to contractual obligations and scope of services. To perform such duties as may be assigned to him by the Account Manager or Company.

b) Lead Engineer - To be responsible for the supervision of Engineers and other personnel and all equipment assigned at a specific work location. To perform such duties as may be assigned to him by the Engineer Supervisor or Company.

c) Engineer - To be responsible to his immediate supervisor for the safe and efficient operation and maintenance during his shift of all equipment in his plant, as defined in Section 1.6 of this Agreement.
d) **HVAC Mechanic** - To perform maintenance, services and repairs to environmental controls and their components and all associated equipment covered under Section 1.6 of this Agreement. He shall at no time be assigned to stand a steam engineer’s watch.

e) **Maintenance Mechanic** - To perform maintenance and repairs to all jurisdictions as defined in Section 1.6 of this Article under the supervision of his immediate supervisor. He shall at no time be assigned an engineer's shift to operate building equipment.

f) **Utility Mechanic** - To perform general building maintenance and repair activities as defined in Section 1.6 of the Agreement, including carpentry, locksmithing, and painting. Assists Maintenance Mechanics and Engineers with major maintenance tasks, repairs and other duties as assigned by his supervisor.

g) **General Maintenance Worker** - To perform general building maintenance requiring practical skill and knowledge (but not proficiency, nor any major repairs and troubleshooting tasks without direct supervision). Assists Maintenance Mechanics and Engineers with major tasks, and other qualified duties as assigned by his supervisor.

h) **Maintenance Helper** - The duties of Helpers shall be limited to changing light bulbs and lint screens, and such other minor tasks as may be assigned by their supervisor, unless they enroll in the Local 99 I.U.O.E. Joint Apprenticeship School, in which case the Helpers scope of duties shall be unlimited (contingent further upon satisfactory School performance). Helpers enrolling in the School and maintaining a 70% grade point average (and continuing therein) shall be paid at the rate applicable to Apprentice Engineers under this Agreement.

i) **Helper** - Entry level position to assist maintenance and engineering personnel in the general maintenance and operation of the property. Should a vacancy occur at the jobsite for a higher classification, and the Helper is qualified for the classification, he/she shall be considered and interviewed for that classification.

j) **Apprentice Engineer** - To perform all assigned training duties under the supervision of the Lead Engineer or a licensed supervisor or engineer as designated by the Project Manager. In the application of these duties, the Company agrees to conform to the Standards, as printed, of the Local 99, IUOE Joint Apprenticeship Committee. The apprentice engineer shall at no time be permitted to stand an engineer's shift, nor be assigned to a fixed routine which might interfere with his training program.
Section 1.11. **Nondiscrimination:** The Company and the Union, in the performance of this Agreement are deeply committed to a policy of equal employment opportunity for all job applicants and employees working in the job classifications covered by this Agreement. The Company actively seeks to employ qualified individuals in all covered job classifications and to administer all personnel actions effecting employees without discrimination on the basis of race, color, religion, sex, age, national origin or union membership. Persons with disabilities, veterans with disabilities and veterans of the Vietnam era will be given the fullest consideration for employment in the job classifications for which they are qualified. The Company and the Union are committed to making reasonable accommodation for qualified individuals with disabilities as well as to abide by any and all local laws which in addition to the above prohibit discrimination, sexual harassment or workplace harassment in any form.

Section 1.12. **Union Access:** The Business Manager and/or Business Representative of the Union (but at their own risk) shall be permitted access to the engine room, boiler room, or any section of the plant where employees covered by this Agreement may be working, upon 24-hours notice to the Company and with the permission of the owner or managing agent if the owner or managing agent require such permission. Such visits shall not interrupt the normal work routine.

Section 1.13. **Conditions of Employment:** In determining the qualifications of employees, the Company may require the applicant to be mentally and physically fit and competent to protect the efficiency of the Company. Any employee in a job classification that requires a license whose license becomes invalid for any reason and who cannot or does not obtain a renewed license within thirty calendar days (plus reasonable extensions thereto at the option of the Company), of the date of invalidation will be discharged.

Section 1.14. **Substance Abuse:** The Company's Substance Abuse Policy does not preempt any collectively bargained rights of the employees covered by this Agreement including the right to arbitrate any dispute arising out of the interpretation or application of this Agreement. No employee represented by the Union will be required to sign any waiver limiting the liability of the Company, the testing facility, or any other person implementing the Substance Abuse Policy for violations of the law. The Union is not responsible for ascertaining or monitoring the alcohol or drug status of any employee, or for implementing or enforcing any aspect of the Substance Abuse Policy and accepts no liability therefore. The Company will notify the Union prior to implementing any changes in the alcohol or drug testing provisions of its Substance Abuse Policy or any other provision which is subject to mandatory bargaining and will, upon request, negotiate with the Union at reasonable times and places regarding such proposed changes. The Company will inform the Union of other material changes made in this policy as appropriate.
Section 1.15. **Severance:** In the event it becomes necessary to lay off employees due to a reduction in force, those employees of three years service and longer will be entitled to a maximum of four weeks severance pay if the client agrees to reimburse EMCOR Government Services, Inc. for the total expenses incurred for the severance pay outs. Payment will be made at the employee’s base wage rate each payday.

Section 1.16. **Management Rights:** The Management of the Company and the direction of the working force are vested solely and exclusively in the Company and shall not in any way be abridged, except as specific restrictions are set forth in this Agreement. The parties agree that the Company has the right to supervise employees, to hire employees, to promote employees, to discipline, suspend or discharge employees for proper cause, which includes misconduct, dishonesty, poor attendance, tardiness, safety violation and/or policy violation(s), sub-standard job performance, to lay off employees for lack of work, to transfer employees, to assign employees, to determine services which employees shall perform, to direct, instruct and control employees, including, but not limited to the determination of the number and qualification of employees to perform work, the quality of work standards and the required employee performance to meet such standards, to assign overtime, to determine hours of work, to determine types of equipment, methods and procedures to be employed, to make and enforce reasonable rules to assure orderly and effective work and to perform all other functions in the administration, management, control and/or direction of the business.

It is agreed that should the Company’s client request the removal and/or exclusion of an employee from the client’s site for a justifiable reason, the Employer will transfer the affected employee to a comparable position at another site, and if no such position exists, shall place the employee on a preferential hiring list to fill a comparable position at another site. Should the Employer decide to terminate the employee based upon the client’s request and the reason therefore, such decision by the Employer shall be subject to the grievance and arbitration provisions of this Agreement.

The exercise of management rights, powers and authority shall not be subject to any grievance and/or arbitration procedure, provided that the exercise of such rights, powers and authority are not in violation of the express terms of the Agreement.

Section 1.17. **Hiring:** When an employment opening occurs in the job classifications covered by this Agreement or when the Company becomes aware of an opening, the Company will notify the Union and will hold the position open for five (5) business days during which the Union may offer candidates for interview by the Company. This paragraph does not apply to positions to be filled by promotion or transfer from among the Company’s current employees nor does it apply in those cases where a new client or incumbent contractor requests that the Company hire the project’s current employees.
ARTICLE II

WAGES, HOURS and OVERTIME

Section 2.1. Wages: The wages for employees in the job classifications defined in Section 1.10 of this Agreement shall be as shown in Exhibit "A" attached hereto. All wages are to be paid bi-weekly.

Section 2.2. Hours and Overtime: Forty (40) hours divided into five (5) consecutive days of eight (8) consecutive hours per day, subject to shift schedule, shall constitute a week's work. The payroll week begins at 12:00 A.M. Saturday and ends at 11:59 P.M. Friday. The eight (8) hour day is an eight (8) hour workday without a specific or designated meal break. Meals are to be eaten on the premises during the workday at a time and location designated by the Company. All time worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week (but not both) shall constitute overtime and shall be paid for at one and one-half (1 ½) times the base wage rate. Overtime shall apply to all employees covered by this Agreement except as defined in Section 2.3 of this Article. Actual time worked, holidays, paid vacation and personal days count as time worked for the purpose of computing overtime but sick leave, and leave without pay does not. The Operations Manager shall not necessarily have regular assigned hours unless he stands a regular watch.

Section 2.3. Days Off: Each employee shall have two regularly assigned days off in each forty (40) hour week and, where practicable, these days shall be consecutive. Should an employee be assigned to work on one of his regularly assigned days off, he shall be paid at one and one half (1 ½) times the base wage rate. Should he be assigned to work on both of his regularly assigned days off in any given 40 hour week, he shall be paid at two times the base wage rate for hours worked on his second day off. When the Company schedules work to be accomplished on an employee's day off, he shall be paid four (4) hours for such work, or the actual hours worked, whichever is greater, at the appropriate pay rate. He shall not be assigned off on any of his regular working days.

Section 2.4. Work Schedules: The Project Manager shall post a weekly work schedule at the time clock. However, such schedule may be changed by the Company upon five (5) calendar days' notice, or without notice if in the opinion of the Company such change without notice is essential to its operations.

Section 2.5. Operating Hours: The hours of operation at a building shall be determined by the Company.
Section 2.6. **Special Shifts:** In the event that the Employer decides to change to or from a ten (10) hour day, the following conditions shall apply to any member working the four-day, ten-hour workweek.

This waiver of the overtime requirement, which compensates for hours worked in excess of eight (8) hours in a day at time and one-half (1 1/2), shall apply only to those shifts in the Departments that operate on the basis of four (4) days per week, ten (10) hours per day. In the event an employee works more than ten (10) hours per day on a 4 day/10 hour shift, he/she shall receive pay at time and one-half (1 1/2) for all hours over ten (10).

It is also understood that this waiver only applies to those shifts of ten (10) hours per day and workweeks of four (4) days. It expressly does not apply to shifts of eight (8) hours per day and workweeks of five (5) days. All other provisions of the Collective Bargaining Agreement, which pertain to overtime, remain intact. All covered employees scheduled to work the four-day, ten-hour, workweek shall have three days off each workweek and at least two of these days shall be consecutive, were practical.

With regards to vacation and sick leave provisions of the Collective Bargaining Agreement, employees who work the ten- (10) hour shift shall receive the same amount of hours of entitlements as those employees who work a regular eight- (8) hour shift.

For the purpose of funeral leave, employees, who work the ten (10) hour shift, shall be entitled to three (3) days at ten (10) hours per day, or a maximum of forty (40) hours per workweek, whichever is appropriate.

For the purpose of Jury duty, employees who work the ten (10) hour shift shall be entitled to ten hours per day of missed work, not to exceed the limit of hours pursuant to Section 4.14.

An employee, who is scheduled to work on a day on which a holiday occurs, shall receive that day off with pay. Therefore, during a work week which includes a holiday, an employee on a four (4) day work week [ten (10) hours per day] shall work three (3) days, have one (1) day off, and be paid for forty (40) hours. It is understood that any employee, required to work on a holiday that is not a scheduled work day, shall be paid at the two (2) times the straight time rate for ten (10) hours of the scheduled shift in addition to ten (10) hours holiday pay, and at time and one-half (1 1/2) thereafter. Work performed on a holiday that is a scheduled workday shall be paid pursuant to Section 3.2.
ARTICLE III

VACATIONS, HOLIDAYS and SICK LEAVE

Section 3.1. Vacations: Employees covered by the terms of this Agreement who have worked continuously in the employ of the Company shall be eligible for two (2) weeks' vacation their first through fourth year which will accrue at 6.66 hours per month; three (3) weeks' vacation their fifth through ninth year which will accrue at 10 hours per month; four (4) weeks' vacation their tenth year through nineteenth year which will accrue at 13.33 hours per month; and five (5) weeks for their twentieth year or more of service which will accrue at 16.66 hours per month. Years of service are calculated from the date of hire. New employees who have worked continuously in the employ of the Company for a period of six (6) months are entitled to one (1) of their two (2) eligible weeks of vacation. Vacation entitlement begins on January 1 of each year and ends on December 31. All vacation must be taken in the calendar year in which it is earned. Unused vacation at the end of the year is forfeited.

Terminated employees will be paid for vacation prorated at his current rate of accrual from January 1 to the date of termination less any vacation used. If the employee's termination is voluntary and his vacation balance is negative, the negative hours will be deducted from his final paycheck. Vacation may be taken one day at a time. The time for taking paid or unpaid vacation shall be approved by the Company in advance.

Section 3.2. Holidays: The following holidays shall be recognized and employees assigned off duty shall receive a day's pay for same:

- New Year's Day
- Presidential Inauguration Day
- Martin Luther King's Birthday
- George Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

and all future holidays declared as legal by the United States Congress. Work performed by an employee on any of these days shall be paid for at two (2) times the base wage rate plus a day's holiday pay. These holidays shall be observed by the Company on the same day as they are observed by the Government of the United States (in the Washington, D.C. area).

If a holiday falls on an employee's regular scheduled day off, he shall receive an additional day's pay or a day off in lieu of holiday pay at the employee's option and upon seven (7) calendar days' notice to his supervisor. The day off in lieu of holiday pay must be taken in the same pay week.
in which the holiday occurs. During a pay week in which a holiday occurs, all time worked in excess of thirty-two (32) hours shall be paid as overtime at the appropriate overtime rate of pay.

If a building is closed because the owner or tenant observes a holiday not listed above, employees assigned to that building shall report for work as scheduled.

In the event a client work site should observe Holidays which are different than those defined above, as defined by the owner or managing agent, the employees assigned to that work site shall observe those client holidays in lieu of those listed above. In all cases, employees shall receive the same number of holidays equal to those listed and observed above.

If Inauguration Day fall on any other given holiday, it is agreed upon that the employee will be paid for one (1) of the holidays, not two (2).

**Section 3.3. Sick Leave:** Each employee shall be entitled to ten (10) working days' sick leave per year with pay, which shall accumulate at 5/6th of a day per month, but with unlimited accumulation. The Company, at its option, may require certified physician's proof of illness or incapacitation, and/or an examination by the Company's physician at the Company's expense before granting paid sick leave. Employees, at their option, may convert two days of accrued and unused sick leave to personal leave, per year of the agreement. To be eligible, the employee must have a minimum balance of eighty (80) hours of sick leave accrued at the time of the request and provide a minimum of 48 hours' advance notice to his supervisor. Personal leave may not be taken to extend vacation leave or holidays. Personal leave shall count as hours worked for the purposes of computing overtime. Employees may use up to ten (10) days' sick leave for the care of their spouse or child when such person is covered under the terms of the Family Medical Leave Act provided they maintain a minimum balance of eighty (80) hours, or more, of sick leave. The company may, under the current terms of the Family Medical Leave Act, require the employee to use accrued vacation time before the use of sick leave.

**ARTICLE IV**

**MISCELLANEOUS**

**Section 4.1. Company Representative:** The Project Manager is the on-site representative of the Company and responsible for the supervision and execution of Company's responsibilities there under.

**Section 4.2. Supervision:** All orders and instructions for engine room, boiler room, mechanical repairs and maintenance work shall normally be issued through the Project Manager, Assistant Project Manager, Lead Engineer or his designated assistant, except that any employee covered by
this Agreement is subject to direction and or supervision by any Company officer or Project Manager of the Company at such times as the Company determines such direction and supervision to be necessary or desirable. The Project Manager shall hire and discharge all other help covered by this Agreement subject to the approval of the Company.

Section 4.3. **Repairs:** The employees shall maintain and make all necessary repairs to all equipment and machinery coming under the supervision of the Project Manager except where the same conflicts with the trade rights of other organizations, when defined.

Section 4.4. **Maintenance Mechanic:** Notwithstanding any other provision contained in this Agreement, it is expressly agreed that this Agreement covers only those employees authorized and qualified to operate and maintain the heating and air conditioning systems and the term "maintenance mechanic" does not and is not intended to include custodial and janitorial employees such as charmen, charwomen, painters, janitors, porters, elevator operators, and similar employees.

Section 4.5. **Call-Back:** In the event that an employee is called back for duty in an emergency after completing his regular work day and signing off, he shall receive not less than four (4) hours' pay for same, calculated at one and one-half (1½) times the base wage rate. Call-backs on a holiday shall be paid at the holiday rate.

Section 4.6. **Separate Agreements:** The Company shall not enter into any agreement with any employee covered by this Agreement, the terms of which conflict with the terms of this Agreement.

Section 4.7. **Reduction of Benefits:** No employee shall suffer a reduction in salary, adverse change in working conditions, or the loss of any benefit now enjoyed by him as a result of this Agreement, other than as applies to rearranged duty hours with reduced overtime, nor shall it be held to apply to the result of any rearrangement or reorganization of personnel. If an employee is reduced to a lesser job classification because he is no longer eligible to hold his current classification or if he is offered and accepts a lesser classification, he will be paid the wage for the lesser classification. It is agreed that this section is limited to the understanding that an employee now enjoying a benefit greater than one expressly provided in this Agreement shall continue to receive the benefit so enjoyed and not be reduced to such lesser benefit provided herein.

Section 4.8. **Military Service:** The employees covered by this Agreement who, while the United States is engaged in armed conflict, enter the Armed Forces of the United States of America (or who are on active duty in the United States of America Merchant Marine during wartime) shall be considered on military leave of absence and shall retain seniority during such service and be
returned to their former or comparable position upon their honorable discharge from such service. After completion of military service, returning eligible employees must apply for reinstatement within ninety (90) days after their separation from active duty to qualify for reemployment.

Section 4.9. Separability: In the event any article, section or provision of this Agreement is held improper or invalid by any civil authority, agency, or court, such article, section, or provision shall not invalidate other portions of this Agreement, and if any part of this Agreement is in conflict with or not in compliance with the Labor-Management Relations Act, 1947, any amendments or additions thereto, such parts of this Agreement shall automatically be deleted from this Agreement.

Section 4.10. Uniforms: The Company agrees to furnish sufficient uniforms and launder same at no cost to the employee. Uniforms are and remain the property of the Company. It is agreed, however, that any issued uniforms not turned in at the time of termination shall be charged for and payment for the same made at the time of separation.

Section 4.11 Tools: The Company agrees to furnish all necessary tools and equipment for the efficient performance of the employees' duties. Tools are and remain the property of the Company. Lost tools that are assigned to an employee will be paid for by the employee and the assigned tools will be returned at termination or paid for at time of separation.

Section 4.12. Funeral Leave: It is recognized by the Company and the Union that time off may be needed by an employee to attend a funeral service. If any of these days are working days, the employee shall suffer no loss in pay. Five (5) days' funeral leave shall be operative for the death of a spouse, parent, or child, and three (3) days for the death of a sister, brother, parent-in-law, grandparents, or legal guardian. No employee shall receive pay for any part of funeral leave that occurs during previously scheduled or regular time off, or when the employee is absent from work for other reasons. In no event shall pay for funeral leave be in excess of (8) hours per day at the base wage rate. Employees may take accrued but unused vacation to extend funeral leave.

Section 4.13. Jury Duty: The Company agrees to pay the difference for time that the employee is required to lose on account of service on a jury. The difference will be computed on the employee's base wage rate to a maximum of eight (8) hours per day or days involved, less his compensation for being required to serve on such jury. Such employee shall report for his regular work whenever his duties as a juror permit him reasonable time to do so.
Agreement between Local 99, IUOE and EMCOR Government Services, Inc. for University of Maryland
Term: 1/1/2014 - 12/31/2016

Section 4.14. **Shop Stewards**: The Union shall appoint or elect Shop Stewards from among the employees of the Company and these individuals will be made known to the Company by the Union in writing.

Section 4.15. **Apprenticeship Fund**: The Company agrees to pay the sums listed below per calendar quarter per person covered by this Agreement to the Treasurer of the Joint Apprenticeship Trust, Local 99-99A, IUOE, for the duration of this Agreement.

<table>
<thead>
<tr>
<th>Effective</th>
<th>January 1, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>$55.00 per quarter</td>
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</table>

Section 4.16. **Definitions**: In this agreement, when the word "employee" is used, it refers to the persons occupying the job classifications defined in Section 1.10. of this Agreement. Use of the pronoun "he" refers to male and female employees alike. The phrase "base wage rate" refers to the wages set out in Exhibit "A" attached or the employee's actual wage, whichever is greater. The word "Company" means any EMCOR Government Services officer or any other individual the Company has authorized to act in its behalf.

Section 4.17. **Entire Agreement**: This Agreement shall constitute the entire agreement between the Company and the Union and supersedes and invalidates all prior agreements, understandings and communications, whether written or verbal, and no variance or modification thereof shall be valid and enforceable except by a supplemental Agreement in writing and executed and approved in the same manner as this Agreement.

Section 4.18. ** Strikes**: There shall be no lockout by The Company and no strike, work stoppage or slowdown or any other interference with the conduct of the Company's business at any client property by the Union or any of its members whether or not covered by this Agreement even though this Agreement may have expired so long as both parties to this Agreement continue to bargain in good faith toward a new Agreement.

Section 4.19. **Initial Period of Employment**: The first ninety (90) days of employment are a probationary period during which an employee may be discharged with or without cause. The employee's vacation and sick leave entitlement shall be calculated from his actual date of hire.
ARTICLE V

PENSION PLAN and INSURANCE

Section 5.1. **Pension**: Effective on the dates listed below, the Company agrees to contribute the following rates to the Central Pension Fund per hour actually worked and per hour of paid vacation per man up to a maximum of forty (40) hours in any one (1) work week.

<table>
<thead>
<tr>
<th>Classifications</th>
<th>Effective January 1, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineer Supervisor</td>
<td>$4.48</td>
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<tr>
<td>Lead Engineer</td>
<td>$4.38</td>
</tr>
<tr>
<td>Engineer</td>
<td>$4.28</td>
</tr>
<tr>
<td>HVAC Mechanic</td>
<td>$3.87</td>
</tr>
<tr>
<td>Maintenance Mechanic</td>
<td>$3.87</td>
</tr>
<tr>
<td>Apprentice Engineer</td>
<td>$3.47</td>
</tr>
<tr>
<td>Utility Mechanic</td>
<td>$3.22</td>
</tr>
<tr>
<td>General Maintenance Worker</td>
<td>$3.22</td>
</tr>
</tbody>
</table>

Section 5.2. **Health & Welfare**: The Employer agrees to make monthly contributions, as listed below, for all full time employees and their dependents covered herein to the Health and Welfare Trust Fund of the International Union of Operating Engineers, Local 99-99A.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Single</td>
<td>$562.50</td>
<td>$576.00</td>
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<td>Family</td>
<td>$1,105.50</td>
<td>$1,136.00</td>
<td>$1,190.00</td>
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</tbody>
</table>

In the event the contribution by the Employer is less than the required contribution rate, as determined from time to time by the Trustees of the Local 99-99A Plan, the Employer shall have the right to, and will, deduct from the wages of each employee an amount equal to the difference between the Employer contribution and the plan cost as determined by the Plan Trustees.

The contribution by the Employer together with the amount withheld from the employees pay shall be paid to the Plan Administrator no later than the twentieth (20th) of the month following the month in which the deductions were made.
In the event that there is a decrease in the premium of the Health and Welfare Plan during the term of this Agreement, the Employer shall contribute the difference to the Central Pension Fund in the form of an additional hourly contribution for all bargaining unit employees. These new rates shall become effective upon notification from the Union, and an updated Central Pension Fund Agreement shall be signed.

Section 5.3. Federal Legislation: In the event that federal health care reform legislation becomes effective during the term of this Agreement, which imposes obligations on the parties requiring modification of the health and welfare provisions of this Agreement, it is agreed that the parties will immediately meet and negotiate appropriate modifications. If such negotiations result in impasse, the parties agree to select a mutually acceptable mediator from a panel submitted by the Federal Mediation and Conciliation Service within two days after such panel has been submitted to both parties.

ARTICLE VI

GRIEVANCE AND ARBITRATION

Section 6.1. Grievances: In the event any grievance or dispute arises as to the interpretation, application, or any claimed violation of this Agreement, the Union and the Employer shall meet in an effort to reach an amicable settlement. Specifically, the matter shall be pursued as follows:

Section 6.2. Processing of Grievances: All grievances shall be presented as soon as practical after the occurrence upon which the same is based, but in no event later than five (5) working days if the same is a dismissal grievance, or later than thirty (30) calendar days from the date the person knew or should have known about the grievance issue if the grievance arises from any other cause.

STEP 1: Between the Supervisor/Chief Engineer and the Shop Steward. The first step meeting shall be held within seventy-two (72) hours from the date the grievance is filed with the Employer unless another date is set by mutual agreement. The Supervisor/Chief Engineer shall give the Shop Steward a written reply to the grievance within five (5) working days after the meeting with the Shop Steward. If this reply is unsatisfactory, the Shop Steward may appeal the decision to Step 2, provided such appeal is made within ten (10) working days after the receipt of the Supervisor/Chief Engineer reply.

STEP 2: A meeting in Step 2 between the Employer or his designee and the Business Representative or a designated representative of the Union shall be held within ten (10) working days after receipt by the Company of Notice of Appeal, unless another date is jointly agreed to by
the Employer and the Union. The Employer shall make a reply to the Union in writing no later than ten (10) working days after meeting with the Business Representative.

Section 6.3. Arbitration: In the event that the matter remains unresolved after the second step, either party may, within reasonable time and upon written notice to the other party, refer the matter to binding arbitration. The parties shall choose an arbitrator from a panel to be proposed by the American Arbitration Association. The arbitration shall proceed in accordance with the Rules of Labor Arbitration of the American Arbitration Association.

The Union agrees not to engage in any strike, slow-down, or interruption of work while the grievance resolution process continues. There shall be no strike, work stoppage, or interruption in protest of any decision of the arbitrator.

The Employer agrees not to engage in any lockout during the term of this Agreement.

The parties agree that the decision or award of such Arbitrator shall be final and binding on each of the parties and that they will abide thereby. The Arbitrator shall have no authority to add to, subtract from, or to change any of the terms of the Agreement, to change an existing salary rate or to establish a new salary rate.

If it is determined under the grievance procedure, including Arbitration, that any adjustment in salaries is appropriate, such adjustment shall be based upon existing salary rates and shall be applied retroactively to the date of occurrence.

Each party shall bear its expenses in preparing and presenting its own case. The cost of the Arbitrator’s services and any other expenses incidental to the Arbitration, shall be borne equally by the parties.
ARTICLE VII

TERM or AGREEMENT

This Agreement shall be in full force and effect from the 1st day of January 2014 to and including the 31st day of December 2016 and shall renew from year to year unless, not less than sixty (60) days prior to an anniversary date of this Agreement, written notice to the contrary be given.

For: EMPLOYER

EMCOR Government Services, Inc.
At
University of Maryland
College Park, Maryland

By: Signature

Kristin Arnold
Printed Name
Vice President
Printed Title

For: UNION

International Union of Operating Engineers, Local 99-99A
2461 Wisconsin Avenue, NW
Washington, DC 20007

By: Business Manager

Approved: February 11, 2014

By: President

By: Recording Corresponding Secretary
EXHIBIT “A”

Wages for the job classifications covered by this agreement shall not be less than as follows:

<table>
<thead>
<tr>
<th>Classifications</th>
<th>Effective February 11, 2014</th>
<th>Effective January 1, 2015</th>
<th>Effective January 1, 2016</th>
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<tr>
<td>Engineer Supervisor</td>
<td>$41.85</td>
<td>$42.90</td>
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<td>$37.77</td>
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<td>HVAC Mechanic</td>
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<td>Maintenance Mechanic</td>
<td>$30.19</td>
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<td>Utility Mechanic</td>
<td>$24.50</td>
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<td>$25.93</td>
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<tr>
<td>General Maintenance Worker</td>
<td>$21.03</td>
<td>$21.56</td>
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<td>$18.78</td>
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<tr>
<td>Helper</td>
<td>$13.90</td>
<td>$14.25</td>
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**Apprentices:** The wage of an Apprentice shall be calculated as a percentage of the Engineer's wage and shall be:

- 50% for the first six months of apprenticeship
- 55% for the second six months of apprenticeship
- 60% for the third six months of apprenticeship
- 65% for the fourth six months of apprenticeship
- 70% for the fifth six months of apprenticeship
- 75% for the sixth six months of apprenticeship
- 80% for the seventh six months of apprenticeship
- 85% for the eighth six months of apprenticeship.

The Apprenticeship shall be for a period of not more than four years. Overtime for an Apprentice shall be one and one half (1 1/2) times his base wage rate.
University of Maryland, University College
3501 University Blvd., East
Adelphi, MD 20783

University of Maryland, University College
1616 McCormick Drive
Largo, MD 20774

University of Maryland, University College
4716 Pontiac Street
College Park, MD 20740

University of Maryland, University College
6865 Deer Path Rd
Elkridge, MD 21075

And any additional sites as may be agreed to by the Company and the Union. It is understood that as sites are added or deleted that the Union will be notified and Exhibit “B” revised accordingly.
Housekeeping services are needed for the following areas:
- Academic Center at Largo- 1616 Mc Cormick Drive
- Largo 2- 1601 Mc Cormick Drive
- Administration Building
- Adelphi Parking Garage
- Dorsey Station
- Site Grounds

**1616 McCormick Drive**

**Entrances**
- Clean all glass doors removing all finger marks and smudges
- Clean, dust and polish reception/security desk
- Empty and clean all waste and recycling receptacles
- Vacuum, sweep, and mop or polish all tile flooring
- Vacuum all mats
- Clean baseboards, corners and around furniture

**Offices – Classrooms – Computer Labs – Support Areas - Hallways**
- Remove and dispose of all boxes and bags marked “trash"
- Empty and clean all waste and recycling receptacles
- Clean and dust desk (only if cleared of papers and files), cabinets, file cabinets, telephones, window sills, etc.
- Damp wipe desktops and tables to remove beverage spills and finger marks
- Spot clean doors, windows, woodwork, partitions and light switches
- Vacuum or mop floors
- Clean in corners along baseboard and around furniture
- Clean inside desk draws for all furniture in vacant areas when requested

**Kitchens – Lounges – Vending Areas**
- Empty and clean all waste and recycling receptacles
- Clean and disinfectant all table tops and chairs
- Clean all sinks, counter tops and microwaves inside and out
- Damp mop all tile floors and vacuum all carpet floors including in corners and around baseboards
- Spot clean spills
• Spot clean doors, woodwork, walls, base and light fixtures
• Restock paper products as needed
• Clean/wipe down refrigerators once a month

Daily Rest Room Service
• Clean, polish and disinfect hand sinks, counter tops, faucets, soap dispensers with a non-abrasive cleaner
• Replenish hand soap, hand towels, tissues, toilet paper, seat liners and sanitary napkins as needed
• Clean mirrors to a streak free shine
• Clean and disinfect toilet bowls and urinals with a non-abrasive cleaner
• Clean and polish all flush valves on toilets and urinals
• Clean and polish bathroom stall doors and partitions with a stainless steel cleaner
• Sweep and damp mop floors using a disinfectant cleaner
• Empty and disinfect trash and sanitary napkins receptacles
• Spot clean walls, doors and vents

Weekly Rest Room Service
• Pour water down all bathroom drains
• Thoroughly clean and disinfect walls, partitions and the floor

Quarterly Rest Room Service
• Clean exhaust vents and light fixtures
• Scrub tile floors and grout

Elevators
• Vacuum and spot clean carpet
• Clean wall and interior button panels
• Clean doors and door tracks
• Polish all metals including door tracks

Stairways
• Vacuum or mop as needed
• Spot clean carpet
• Wipe down hand rails
• Spot clean walls and doors
• Clean and polish inside and outside handles

Loading Dock – Grounds – Parking Lot – Outside Entrances
- Empty and clean waste and cigarette receptacles
- Sweep and clean entries, walkways, exits, steps, patios and smoking areas
- Wash down all areas with hose as needed
- Police grounds, parking lot and loading dock for trash and debris
- Separate recycling from waste and dispose of in the proper dumpster

**Quarterly**

- Dust all window blinds

**Additional Services**

- Spot cleaning carpet will be done on a daily basis
- Shoveling snow from sidewalks
- The following items may be billed separately
  - Carpet cleaning when requested
  - Window cleaning inside and out twice yearly
1601 McCormick Drive

**Entrainces**

- Clean all glass doors removing all finger marks and smudges
- Clean, dust and polish reception/security desk
- Empty and clean all waste and recycling receptacles
- Vacuum, sweep, and mop or polish all tile flooring
- Vacuum all mats
- Clean baseboards, corners and around furniture

**Offices**

- Remove and dispose of all boxes and bags marked “trash”
- Empty and clean all waste and recycling receptacles
- Clean and dust desk (only if cleared of papers and files), cabinets, file cabinets, telephones, window sills, etc.
- Damp wipe desktops and tables to remove beverage spills and finger marks
- Spot clean doors, windows, woodwork, partitions and light switches
- Vacuum or mop floors
- Clean in corners along baseboard and around furniture
- Clean inside desk draws for all furniture in vacant areas when requested

**Pantry Areas**

- Empty and clean all waste and recycling receptacles
- Clean and disinfectant all table tops and chairs
- Clean all sinks, counter tops and microwaves inside and out
- Damp mop all tile floors and vacuum all carpet floors including in corners and around baseboards
- Spot clean spills
- Spot clean doors, woodwork, walls, base and light fixtures
- Restock paper products as needed
- Clean/wipe down refrigerators when scheduled

**Daily Rest Room Service**

- Clean, polish and disinfect hand sinks, counter tops, faucets, soap dispensers with a non-abrasive cleaner
- Replenish hand soap, hand towels, toilet paper, seat liners and sanitary napkins as needed
- Clean mirrors to a streak free shine
• Clean and disinfect toilet bowls and urinals with a non-abrasive cleaner
• Clean and polish all flush valves on toilets and urinals
• Clean bathroom stall doors and partitions
• Sweep and damp mop floors using a disinfectant cleaner
• Empty and disinfect trash and sanitary napkins receptacles
• Spot clean walls, doors and vents

**Weekly Rest Room Service**

• Pour water down all bathroom drains
• Thorough clean and disinfect walls, partitions and the floors

**Quarterly Rest Room Service**

• Clean exhaust vents and light fixtures
• Scrub tile floors and grout

**Loading Dock – Grounds – Parking Lot – Outside Entrances**

• Empty and clean waste and cigarette receptacles
• Sweep and clean entries, walkways, exits, steps, and smoking areas.
• Wash down all areas with hose as needed
• Police grounds, parking lot and loading dock for trash and debris
• Separate recycling from waste and dispose of in the proper dumpster

**Quarterly**

• Dust all window blinds

**Additional Services**

• Spot cleaning carpet will be done on a daily basis
• Day porter will start shoveling snow from sidewalks
• Carpet cleaning when requested, will be scheduled and billed separately.
• Window cleaning inside and out will be scheduled twice a year and billed separately.
• Cleaning and waxing of the VCT floors in the UPS, IT and electrical rooms, will be billed separately.
**ADMINISTRATION BUILDING**

**Entrances - Daily**

- Clean all glass doors removing all finger marks and smudges
- Clean, dust and polish reception/security desk
- Empty and clean all waste and recycling receptacles
- Vacuum all mats
- Clean baseboards, corners and around furniture
- Clean Glass and railing on the 1st & 2nd floor main stairway

**Entrances - Weekly**

- Vacuum, sweep, mop and polish all tile flooring
- Clean Glass and railing on the 1st & 2nd floor main stairway
- Clean and polish all thresholds

**Offices / Common Areas - Daily**

- Remove and dispose of all boxes and bags marked “trash”
- Empty and clean all waste and recycling receptacles
- Clean and dust all horizontal surfaces up to 72 inches high including, desk, (only if cleared of papers and files), cabinets, file cabinets, telephones, window sills, etc.
- Damp wipe desktops and tables to remove beverage spills and finger marks only if surfaces are clear of papers and files
- Spot clean doors, windows, woodwork, partitions and light switches
- Vacuum and spot clean carpet and sweep and mop tile floors
- Clean in corners along baseboard and around furniture
- Clean inside desk draws for all furniture in vacant areas when requested

**Offices / Common Areas - Quarterly**

- Dust Blinds
- Clean and seal tile floors in accordance to the manufacturer specifications.

**Pantries / Vending Areas - Daily**

- Empty and clean all waste and recycling receptacles
- Clean and disinfectant all table tops and chairs
- Clean all sinks, counter tops and microwaves inside and out
- Damp mop all tile floors including in corners and around baseboards
- Spot clean spills
- Spot clean doors, woodwork, walls, base and light fixtures
- Restock paper products as needed
Rest Room Service - Daily

- Clean, polish and disinfect hand sinks, counter tops, faucets, soap dispensers with a non-abrasive cleaner
- Replenish hand soap, hand towels, tissues, toilet paper, seat liners and sanitary napkins as needed.
- Clean mirrors to a streak free shine
- Clean and disinfect toilet bowls and urinals with a non-abrasive cleaner
- Clean and polish all flush valves on toilets and urinals
- Clean and polish bathroom stall doors and partitions with a germicidal cleaner
- Sweep and damp mop floors using a disinfectant cleaner
- Keep base of floor clean from mopping splash
- Empty and disinfect trash and sanitary napkins receptacles
- Spot clean walls, doors and vents
- Replace waterless urinal cartridges as needed. (Cost for replacement cartridges will be billed monthly as a reimbursable item)
- Pour water down all bathroom floor drains

Rest Room Service - Quarterly

- Clean bathroom vents, stall doors, walls and light fixtures
- Clean doors and frames

Rest Room Service – Semi-Annually

- Machine scrub floors
- Apply sealant as per the manufacturer’s specifications

Elevators - Daily

- Vacuum and spot clean carpet
- Clean wall and interior/exterior button panels
- Clean doors and door tracks

Elevators - Weekly

- Polish all metals including door tracks

Stairways - Daily

- Vacuum and spot clean carpet
- Wipe down hand rails
- Spot clean walls and doors
• Remove all debris

**Stairways - Weekly**

• Vacuum all stairs and landings  
  • Clean in corners and baseboards  
  • Clean and polish the door handles inside and out

**Mechanical – Telecom – Electrical Rooms**

• Empty and remove trash  
  • Clean receptacles and replace liners as needed  
  • *Quarterly* – Sweep and damp mop concrete floors

**Loading Dock - Daily**

• Remove trash and debris  
  • Sweep and damp mop concrete floor

**Exterior Grounds - Daily**

• Sweep and clean steps, walks, landings, entries, exit patios and smoking areas  
  • Pick up and remove trash and debris  
  • Empty trash receptacles daily and replace liners  
  • Ensure that cigarette butts and smoking materials are picked up and smoke urns are emptied  
  • Clean and polish kick plates, door handles and other items as directed  
  • Remove snow and ice from Administration building entrance areas as required  
  • Pick up trash and remove stains in parking garage  
  • Clean elevators and stairs in parking garage

**Additional Services**

• Refrigerator cleaning will be performed monthly on date provided by UMUC. All items will be thrown out and refrigerator to be wiped down.  
• Carpet cleaning when requested, will be scheduled and billed separately.  
• Window cleaning inside and out will be scheduled and billed separately.  
• Removing, washing and reinstalling window blinds will be scheduled and billed separately.
DORSEY STATION

Offices – Classrooms – Computer Labs – Support Areas - Hallways

- Remove and dispose of all boxes and bags marked “trash”
- Empty and clean all waste and recycling receptacles
- Clean and dust desk (only if cleared of papers and files), cabinets, file cabinets, telephones, window sills, etc.
- Damp wipe desktops and tables to remove beverage spills and finger marks
- Spot clean doors, windows, woodwork, partitions and light switches
- Vacuum or mop floors
- Clean in corners along baseboard and around furniture

Daily Service

- Spot clean walls for fingerprints and marks
- Clean student lounge area
- Clean up spills and gum on floor
- Collect and remove all trash
- Replace plastic wastebasket liner as needed
- Vacuum all carpeted areas
- Dust desks and filing cabinets
- Dust windowsills, ledges and other flat surfaces
- Remove fingerprints from glass
- Spot clean all carpeting

Rest Room Service

- Empty and remove all trash
- Refill all hand soap, toilet tissue, towel dispensers and seat covers
- Sweep and mop floor using disinfectant detergent
- Clean all commodes and urinals
- Clean all sinks and mirrors
- Spot clean walls and partitions

Monthly Service

- Remove cobwebs from walls and ceiling.

Quarterly Service
• High dust all surfaces including doorframes, wall hangings, etc.
• Scrub and wax all tile flooring
• Machine scrub bathrooms
• Vacuum and clean ceiling and wall air vents and grills

**Equipment and Supplies**

We agree to provide all cleaning equipment and supplies required to perform the above-specified work.

**Additional Services**

**Office Cleaning**

• Invoices should be modified/prorated accordingly for spring, summer and fall breaks. During this period the office space, bathrooms and conference rooms will be cleaned.

• When the University is closed for Christmas break and spring break, no services will be performed. Therefore, invoice should be modified/prorated accordingly for no service days.

• Special cleaning when performed on weekends will be billed separately.

**Window Cleaning**

• Inside window cleaning performed twice yearly

**Carpet Cleaning**

• Spot cleaning carpet will be done on a daily basis
• Carpet cleaning when requested
UNIVERSITY SYSTEM OF MARYLAND

BID BOND

Bid No. __________________________

Bond No. __________

KNOW ALL MEN BY THESE PRESENTS:

that we, ____________________________ as Principal, hereinafter called the Principal, and ____________________________ a corporation duly organized under the laws of the State of __________________________, as Surety, hereinafter called the Surety, are held and firmly bound unto the State of Maryland, hereinafter called

"State", for the sum of ___________________, for the payment of which sum, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

NOW, THEREFORE, if the Principal, upon acceptance by the State of its bid identified above, within the period specified herein for acceptance one hundred and twenty (120) days, if no period is specified, shall execute such further contractual documents, if any, and give such bond(s) as may be required by the terms of the bid as accepted within the time specified ten (10) days if no period is specified after receipt of the forms, or in the event of failure so to execute such further contractual documents and give such bonds, if the Principal shall pay the State for any cost of procuring the work which exceeds the amount of its bid, then the above obligation shall be void and of no effect.

The Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the State, notice of which extension(s) to the Surety being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than one hundred and twenty (120) calendar days in addition to the period originally allowed for acceptance of the bid.

In Presence of:                              Individual Principal
Witness ____________________________ as to ____________________________ (SEAL)

In Presence of:                              Co-Partnership Principal
Witness ____________________________ (SEAL) (Name of Co-Partnership)
as to

as to

as to

Attest:  

as to

Corporate Secretary

Attest:  (SEAL)

Signature

(Printed or Typed Name)

Bonding Agent's Name:______________

Agent's Address: _________________

Telephone Number: ________________

BY:_________________(SEAL)

BY:_________________(SEAL)

BY:_________________(SEAL)

Corporate Principal

(Name of Corporation)  

BY:_________________CORPORATE 

President SEAL

(Surety)  

AFFIX

BY:_________________CORPORATE 

SEAL

Title _________________

(Printed or Typed Name)

(Business Address of Surety)

(Telephone Number)
**PERFORMANCE BOND**

<table>
<thead>
<tr>
<th>Principal</th>
<th>Business Address of Principal</th>
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<tbody>
<tr>
<td>Surety</td>
<td>Obligee</td>
</tr>
<tr>
<td>a corporation of the State of</td>
<td>STATE OF MARYLAND</td>
</tr>
<tr>
<td>and authorized to do business in the State Administration</td>
<td>By and through the following</td>
</tr>
<tr>
<td>of Maryland</td>
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<table>
<thead>
<tr>
<th>Penal Sum of Bond (express in words and figures)</th>
<th>Date of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<table>
<thead>
<tr>
<th>Description of Contract</th>
<th>Date Bond Executed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Contract Number:_________________________

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we, the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the State of Maryland, by and through the Administration named above acting for the State of Maryland, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as "the Contract."

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, during the original term of said Contract, during any extensions thereto that may be granted by the Administration, and during the guarantee and warranty period, if any, required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are
met:

1. Principal shall well and truly perform the Contract; and

2. Principal and Surety shall comply with the terms and conditions in this Performance Bond.

Whenever Principal shall be declared by the Administration to be in default under the Contract, the Surety may, within 15 days after notice of default from the Administration, notify the Administration of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Administration thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications. This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the
above has been done as of the Date of Bond shown above.

In Presence of:                             Individual Principal
Witness
____________________________ as to     ________________________(SEAL)

In Presence of:                             Co-Partnership Principal
Witness
____________________________ as to     ________________________(SEAL)
(Name of Co-Partnership)

____________________________ as to     ________________________(SEAL)
____________________________ as to     ________________________(SEAL)
____________________________ as to     ________________________(SEAL)

Corporate Principal
____________________________

Attest:                                      (Name of Corporation)
____________________________ as to     AFFIX
Corporate Secretary
By:____________________________(SEAL)

____________________________ as to     CORPORATE
(Surety)
AFFIX
By:____________________________President SEAL

Attest:                                      (SEAL)
(Surety)
AFFIX
By:____________________________CORPORATE SEAL

Signature

Title___________________________

Bonding Agent's Name:_______________
(Business Address of Surety)

Agent's Address _________________
Approved as to legal form and
sufficiency
this ____ day of __________
________________________________

Asst. Attorney General