

CITY OF SCHERTZ
SERVICE AGREEMENT

THE STATE OF TEXAS §
 §
GUADALUPE COUNTY §

This Service Agreement (“Agreement”) is made and entered by and between the City of Schertz, Texas, (the “City”) a Texas municipality, and Vanguard Cleaning Systems (“Contractor”).

Section 1. Duration

This Agreement shall become effective upon the date of the final signature affixed hereto and shall remain in effect through September 30, 2019 with the option to renew for four (4) additional terms of one (1) year each unless terminated as provided for in this Agreement.

Section 2. Scope of Work

- (A) Contractor shall perform the Work as more particularly described in the Scope of Work attached hereto as Exhibit “A”. The work as described in the Scope of Work constitutes the “Project”.
- (B) The Quality of Work provided under this Agreement shall be of the level of quality performed by Contractors regularly rendering this type of service.
- (C) The Contractor shall perform its Work for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- (D) The Contractor may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent Contractor or when it has actual notice of any defects in the reports and surveys.

Section 3. Compensation

- (A) The Contractor shall be paid in the manner set forth in Exhibit “A” and as provided herein.
- (B) *Billing Period.* The Contractor may submit an invoice for payment upon completion of the described tasks. Subject to Chapter 2251, Texas Government Code (the “Prompt Payment Act”), payment is due within thirty (30) days of the City’s receipt of the Contractor’s invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.
- (C) *Reimbursable Expenses.* Any and all reimbursable expenses related to the Project shall be included in the scope of Work (Exhibit A) and accounted for in the total contract amount.

Section 4. Time of Completion

The prompt completion of the Work under the Scope of Work relates is critical to the City. Unnecessary delays in providing Work under a Scope of Work shall be grounds for dismissal of the Contractor and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Contractor prior to the time of termination.

Section 5. Insurance

Before commencing work under this Agreement, Contractor shall obtain and maintain the liability insurance provided for below throughout the term of the Project plus an additional two years. Contractor shall provide evidence of such insurance to the City. Such documentation shall meet the requirements noted in Exhibit B.

Contractor shall maintain the following limits and types of insurance:

Workers Compensation Insurance: Contractor shall carry and maintain during the term of this Agreement, workers compensation and employer's liability insurance meeting the requirements of the State of Texas on all the Contractor's employees carrying out the work involved in this contract.

General Liability Insurance: Contractor shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Contractor or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.

Automobile Liability Insurance: Contractor shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Contractor or its employees.

Subcontractor: In the case of any work sublet, the Contractor shall require subcontractor and independent contractors working under the direction of either the Contractor or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Contractor.

Qualifying Insurance: The insurance required by this Agreement shall be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B+" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form.

Evidence of such insurance shall be attached as Exhibit "C".

Failure of Certificate Holder to demand a certificate or other evidence of full compliance with these insurance requirements or failure of Certificate Holder to identify a deficiency from evidence that is provided will not be construed as a waiver of Insured's obligation to maintain such insurance.

Section 6. Miscellaneous Provisions

- (A) *Subletting.* The Contractor shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Contractor of any responsibility for work done by such subcontractor.
- (B) *Compliance with Laws.* The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish the City with satisfactory proof of compliance.
- (C) *Independent Contractor.* Contractor acknowledges that Contractor is an independent contractor of the City and is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.
- (D) *Non-Collusion.* Contractor represents and warrants that Contractor has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Contractor further agrees that Contractor shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the Work performed by Contractor under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Contractor, Contractor shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Contractor under or pursuant to this Agreement.
- (E) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.
- (F) *Conflict of Terms.*

Scope of work:

In the case of any conflicts between the terms of this Agreement within the Scope of Work, this Agreement shall govern. The Scope of Work is intended to detail the technical scope of Work, fee schedule, and contract time only and shall not dictate Agreement terms.

Other Agreements between parties:

In the case of any conflicts between the terms of this Agreement and wording contained within any other attachment, amendment, and agreement executed between the parties in conjunction with this Agreement, this Agreement shall govern.

- (G) *Non-Boycott of Israel.* The City of Schertz may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. (Texas Government Code chapter 2270) by accepting this purchase order, the vendor (Professional or other applicable term defining the contracting party) verifies that it does not Boycott Israel, and agrees that during the term of this agreement (contract as applicable) will not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended.

Relevant definitions from the bill:

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Section 7. Termination

(A) This Agreement may be terminated:

- (1) By the mutual agreement and consent of both Contractor and City;
- (2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;
- (3) By the City, immediately upon notice in writing to the Contractor, as consequence of the failure of Contractor to perform the Work contemplated by this Agreement in a timely or satisfactory manner;
- (4) By the City, at will and without cause upon not less than five (5) days written notice to the Contractor.

(B) If the City terminates this Agreement pursuant to subsection 7(A)(2) or (3), above, the Contractor shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those Work that have been timely and adequately performed by the Contractor considering the actual costs incurred

by the Contractor in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Contractor to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for all basic, special, and additional Work actually performed prior to termination, together with any reimbursable expenses then due.

Section 8. Indemnification

CONTRACTOR AGREES TO INDEMNIFY AND HOLD THE CITY OF SCHERTZ, TEXAS AND ALL OF ITS PRESENT, FUTURE AND FORMER AGENTS, EMPLOYEES, OFFICIALS AND REPRESENTATIVES HARMLESS IN THEIR OFFICIAL, INDIVIDUAL AND REPRESENTATIVE CAPACITIES FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, LIENS AND EXPENSES (INCLUDING ATTORNEY'S FEES, WHETHER CONTRACTUAL OR STATUTORY), COSTS AND DAMAGES (WHETHER COMMON LAW OR STATUTORY), COSTS AND DAMAGES (WHETHER COMMON LAW OR STATUTORY, AND WHETHER ACTUAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL), OF ANY CONCEIVABLE CHARACTER, FOR INJURIES TO PERSONS (INCLUDING DEATH) OR TO PROPERTY (BOTH REAL AND PERSONAL) CREATED BY, ARISING FROM OR IN ANY MANNER RELATING TO THE WORK OR GOODS PERFORMED OR PROVIDED BY CONTRACTOR EXPRESSLY INCLUDING THOSE ARISING THROUGH STRICT LIABILITY OR UNDER THE CONSTITUTIONS OF THE UNITED STATES.

Section 9. Notices

Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 10. No Assignment

Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

Section 11. Severability

If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 12. Waiver

Either City or the Contractor shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 13. Governing Law; Venue

This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Guadalupe County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Guadalupe County, Texas.

Section 14. Paragraph Headings; Construction

The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 15. Binding Effect

Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 16. Gender

Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 17. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 18. Exhibits & Attachments

All exhibits and attachments to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 19. Entire Agreement

It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Section 20. Relationship of Parties

Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

Section 21. Right To Audit

City shall have the right to examine and audit the books and records of Contractor with regards to the work described in Exhibit A, or any subsequent changes, at any reasonable time. Such books and

records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.

Section 22. Dispute Resolution

In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

Section 23. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire

Contractor represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

Certificate of Interested Parties

Effective January 1, 2016, pursuant to House Bill 1295 passed by the 84th Texas Legislature (Section 2252.908, Texas Government Code, as amended) and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the Schertz City Council will require the on-line completion of Form 1295 "Certificate of Interested Parties." Form 1295 is also required for any and all contract amendments, extensions or renewals. Contractors are required to complete and file electronically with the Texas Ethics Commission using the online filing application.

Please visit the State of Texas Ethics Commission website, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and <https://www.ethics.state.tx.us/tec/1295-Info.htm> for more information.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS C MISDEMEANOR.

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EXECUTED on this the _____ day of _____, 20__.

CITY:

CONTRACTOR:

By: _____

Name: Dr. Mark Browne

Title: City Manager

By: _____

Name: _____

Title: _____

ADDRESS FOR NOTICE:

CITY:

City of Schertz
Attn: Dr. Mark Browne, City Manager
1400 Schertz Parkway
Schertz, Texas 78154

CONTRACTOR:

Vanguard Cleaning Systems
11302 Sir Winston, Ste 1
San Antonio, Texas 78216
Attn: Sean Iverson

Exhibit A

SCOPE OF WORK

1. Building Locations

All City of Schertz Buildings are located within the City of Schertz, TX 78154 . Not all buildings listed below are included in the cleaning contract.

Schertz Library: 798 Schertz Pkwy
Schertz Public Works: 10 Commercial Place Bldg. 2
Schertz Fleet & Facilities: 10 Commercial Place Bldg. 1
Chamber of Commerce: 1730 Schertz Pkwy
City Hall: 1400 Schertz Pkwy, Bldg 1
Administration: 1400 Schertz Pkwy, Bldg 2
Council Chambers: 1400 Schertz Pkwy Bldg. 4
Animal Care Services: 800 Community Circle
Civic Center: 1400 Schertz Pkwy, Bldg
Pickrell Park - 501 Oak street Schertz, Tx 78154
Pickrell Park – 703 Oak Street Schertz, Tx 78154
Pickrell Park – 102 Aero Ave Schertz, Tx 78154
Ashley Park – 534 Ashley Park Drive Schertz, Tx 78154
Schertz Community Playscape - 629 Westchester Dr Schertz, Tx 78154
Johnnie Mcdow Complex – 955 Community Cir Dr Schertz, Tx 78154
Crescent Bend Nature Park - 12805 W Schaefer Rd, Schertz, TX 78108

2. Building Cleaning Schedule

Contractor shall be responsible for cleaning the following buildings:

LIBRARY	7 DAYS A WEEK	MONDAY-SUNDAY	30,000 SQFT
CITY HALL	5 DAYS A WEEK	MONDAY-FRIDAY	11,500 SQFT
PUBLIC WORKS	5 DAYS A WEEK	MONDAY-FRIDAY	6,000 SQFT
ADMINISTRATION	5 DAYS A WEEK	MONDAY-FRIDAY	9,500 SQFT
COUNCIL CHAMBERS	3 DAYS A WEEK	MON-WED-FRIDAY	5,500 SQFT
ANIMAL SERVICES	5 DAYS A WEEK	MONDAY-FRIDAY	3,000 SQFT
FLEET & FACILITIES	3 DAYS A WEEK	MON-WED-FRIDAY	2,200 SQFT
NORTH CENTER	3 DAYS A WEEK	MON-WED-FRIDAY	2,500 SQFT
COMMUNITY CENTER	3 DAYS A WEEK	MON-WED-FRIDAY	3,750 SQFT

**Administration Building will receive a full cleaning Monday, Wednesday, and Friday and will have reduced service on Tuesday and Thursday to include:

1. A visual inspection of entire facility
2. Removal of all trash and debris
3. Inspection, with wipe-down (as needed) of three (3) Conference Rooms
4. Restroom and Break-Room services

3. City of Schertz Furnished Supplies

- 3.1 Paper goods (toilet tissue, tissue paper, paper towels, and toilet seat covers to refill dispensers)
- 3.2 Soaps (antibacterial, liquid, sanitizers and dishwashing soap)
- 3.3 Trash can liners
- 3.4 Deodorant and urinal blocks or screens
- 3.5 Air fresheners

4. Contractor Furnished Supplies

- 4.1 Cleaning materials and chemicals
- 4.2 Cleaning tools (mops, etc.)
- 4.3 To avoid cross-contamination, contractor shall use separate sets of cleaning equipment for bathrooms, kitchens/break rooms, and other areas

5 Scope of Work

5.1 General Facility Cleaning Requirements

5.1.1 Daily Services

The following services shall be performed daily by the contractor according to the building schedule:

- 5.1.1.1 Sweep all flooring using dust-down preparation; damp mop all flooring in entrance foyers.
- 5.1.1.2 Vacuum all carpeted areas and rugs, moving light Furniture other than desks, file cabinets, etc.
- 5.1.1.3 Spot clean carpets as needed for stains under 5 inches in diameter.
- 5.1.1.4 Empty, clean and damp dust all wastepaper baskets.
- 5.1.1.5 Maintain Resilient Floors.
- 5.1.1.6 Remove spillage.
- 5.1.1.7 Remove gum, tar and other materials
- 5.1.1.8 Maintain Janitor Closets.
- 5.1.1.9 Clean sink or basin.
- 5.1.1.10 Remove waste and place for disposal.
- 5.1.1.11 Maintain organized supply cabinets and/or shelves.
- 5.1.1.12 Maintain Lavatories.
- 5.1.1.13 Mop all applicable flooring with disinfectant cleaner.

- 5.1.1.14 Wash and polish all mirrors, powder shelves, bright work, enameled surfaces, etc., including but not limited to, flush-o-meters, piping and toilet seat hinges.
- 5.1.1.15 Wash and wipe dry both sides of all toilet seats.
- 5.1.1.16 Wipe clean all toilet tissue, soap, towel and sanitary napkin dispensers and disposable units.
- 5.1.1.17 Wash all basins, bowels and urinals, and disinfect.
- 5.1.1.18 Wash all partitions, dispensers and receptacles using City of Schertz approved proper disinfectant.
- 5.1.1.19 Empty waste paper and refuse in a designated area.
- 5.1.1.20 Restock all dispensers with City provided consumables.
- 5.1.1.21 Dust and wipe clean cleared horizontal surfaces and window sills.
- 5.1.1.22 Clean and polish all water fountains
- 5.1.1.23 Remove all fingerprints, scuff marks and chewing gum wherever found.

5.1.2 **Monthly Services**

The following services shall be performed on a monthly basis for all buildings:

- 5.1.2.1 Dust all pictures, frames, charts, graphs and similar wall hangings not reached in nightly cleaning.
- 5.1.2.2 Dust all vertical surfaces such as partitions, ventilating louvers, fresh air register grills and others not reached in daily cleaning.
- 5.1.2.3 Dust all mini and/or vertical blinds.

5.1.3 **Entrance Lobby**

5.1.3.1 **Daily Services**

The following services shall be performed daily by the contractor according to the building schedule:

- 5.1.3.1.1 Sweep and mop flooring.
- 5.1.3.1.2 Clean all glass entrance doors.
- 5.1.3.1.3 Empty and clean trash containers with additional spot cleaning as necessary. All trash containers shall be relined with an appropriately sized liner.
- 5.1.3.1.4 Clean Cigarette Urns.
- 5.1.3.1.5 Police area for loose debris.
- 5.1.3.1.6 Vacuum runner carpets.

5.1.4 **General Contractor Requirements**

- 5.1.4.1 All work done for the Schertz Library shall be performed during non-business Library hours as directed
- 5.1.4.2 Access to all City buildings shall be coordinated with Facility Services staff.
- 5.1.4.3 Contractor shall ensure that exterior doors shall remain locked while work is performed and that only authorized individuals are on premises.
- 5.1.4.4 Contractor shall only use lighting provided and not override automated lighting controls.
- 5.1.4.5 The City shall approve all chemicals used at the all City buildings prior to Contractor's use.

5.1.5 **Contractor Staff Requirements**

- 5.1.5.1 All contractor staff will be required to meet the following minimum requirements:
 - 5.1.5.1.1 Be at least eighteen (18) years of age
 - 5.1.5.1.2 Pass a pre-employment drug screening
 - 5.1.5.1.3 Pass a nationwide criminal background check to include Sex Offender registry and County criminal record searches based on all known addresses in past ten (10) years to be performed by the City of Schertz.
 - 5.1.5.1.4 Contractors working in the Animal Care Services Building will be required to pass a CJIS Criminal Background Check
 - 5.1.5.1.5 Have reference checks performed
 - 5.1.5.1.6 Contractor shall provide uniforms for all staff working on City Property which clearly displays the Contractor's company logo. Uniforms shall be worn by Contractor's staff during the performance of the work.
 - 5.1.5.1.7 Identification Badging:
The City will issue identification badging which provides electronic access to the Library and Fleet & Facilities and a key code for Public Works facility. Contractor's staff shall always wear and have badges clearly visible to City staff while performing services at all City facilities. Contractor shall ensure that all issued access badges are secure. Contractor is responsible for returning all badges to the City when staff will no longer be scheduled to perform services and report all loss or theft of badges as soon as possible being no later than twenty-four (24) hours after loss of the badge.

5.2 **Civic Center Facility Cleaning Requirements**

5.2.1 **Daily Services**

- 5.2.1.1 Clean Bathroom in Bluebonnet Hall and Grand Ballroom
- 5.2.1.2 Clean Lobby and Corridor
- 5.2.1.3 Clean all empty halls, including but not limited to:

- 5.2.1.3.1 Ballroom
- 5.2.1.3.2 Bluebonnet
- 5.2.1.3.3 Community Center
- 5.2.1.4 Sweep floors
- 5.2.1.5 Mop floors
- 5.2.1.6 Dust baseboards
- 5.2.1.7 Dust walls
- 5.2.1.8 Clean all glass doors and windows in the lobby and corridor
- 5.2.1.9 Clean vending machines
- 5.2.1.10 Clean furniture in the lobby and corridor
- 5.2.1.11 Clean kitchens in the bluebonnet hall and grand ballroom
- 5.2.1.12 Dust all pictures in the lobby only
 - 5.2.1.12.1 Wall Hangings in the Corridor are NOT to be touched

5.2.2 **Weekly Services**

- 5.2.2.1 Clean bathroom partitions
- 5.2.2.2 Clean and sanitize drinking fountains
- 5.2.2.3 Deep Clean tiles in bathroom
- 5.2.2.4 Clean and sanitize baby stations
- 5.2.2.5 Clean all trash receptacles inside and outside
- 5.2.2.6 Clean vents
- 5.2.2.7 Wipe down and sanitize handicap bar
- 5.2.2.8 Clean equipment storage areas
- 5.2.2.9 Clean shutters

5.2.3 **Monthly Services**

- 5.2.3.1 Deep Clean Kitchens
- 5.2.3.2 Deep clean restrooms
- 5.2.3.3 Wipe down and dust all doors and wainscoting
- 5.2.3.4 Steam tiles in lobby and corridor
- 5.2.3.5 Change out men's urinal cakes
- 5.2.3.6 Remove hard water stains from tile and sink

5.3 **Parks Facility Cleaning Requirements**

5.3.1 **Flooring – Concrete**

- 5.3.1.1 Daily Sweep Concrete Floors: Concrete floors shall be swept with a broom so as to leave the floor in a dirt (dust) free state.
- 5.3.1.2 Damp Mop Concrete Floors: Concrete floor surfaces shall be damp mopped to remove any dirt and all spills. Scuff marks or stains are not expected to be removed with damp mopping.
- 5.3.1.3 Baseboard Cleaning: Baseboards (wood, vinyl, rubber, concrete, steel) shall be cleaned with an appropriate product so as not to discolor or scratch.

5.3.2 **Restrooms**

5.3.2.1 Refuse Containers

- 5.3.2.1.1 Daily Empty Containers/Replace Liner: All refuse containers shall be completely emptied, and a clean, appropriately sized liner installed.
- 5.3.2.1.2 Wipe Clean Containers: Containers shall be damp wiped clean to remove stains, smudges, and dried refuse.
- 5.3.2.1.3 Clean & Disinfect Waste Receptacles: Containers shall be cleaned and disinfected so as to remove stains, smudges, and dried refuse.

5.3.2.2 Fixtures

- 5.3.2.2.1 Daily Restocking Dispensers: Restroom dispensers (paper towel, seat covers, toilet paper, soap, etc.) are to be checked daily. Dispensers shall be filled as needed or as directed by the Contract Administrator.
- 5.3.2.2.2 Clean Dispensers, Walls, Partition: Clean dispensers, walls, and partitions to be free of soap scum, fingerprints, dirt, smudges, and graffiti.
- 5.3.2.2.3 Clean and Disinfect Restroom Fixtures: Clean and disinfect all porcelain and sinks, faucets, handles, toilets, flush urinals, and urinal partitions to be free of deposits, stains, soap, and odors.
- 5.3.2.2.4 Clean and Disinfect Fixture Exteriors: Fixtures (sinks, faucets, toilets, urinals) exteriors, undersides, and bases are to be cleaned and disinfected with an appropriate cleaner so as to remove any deposits which may occur.
- 5.3.2.2.5 Clean and Polish Chrome and Stainless Steel: Plumbing fixtures are to be cleaned and polished so as to produce a shiny appearance.

5.3.2.3 Additional Requirements

- 5.3.2.3.1 Daily Clean Doors, Walls, Frames, and Dispensers: Remove finger marks, scuff marks, and debris from walls, doors, frames, kick plates, and dispensers.
- 5.3.2.3.2 Clean and Disinfect Handles, Handrails, and Covers: Clean and disinfect door handles handrails, electrical switch plates, and outlet covers.
- 5.3.2.3.3 Prime Floor Drains: Floor drains are to be flushed with water so as to clean out the traps and eliminate odors. If necessary, a disinfectant odor neutralizer is to be used in conjunction with the water

5.4 **Official City Holidays and Non-Workdays**

Contractor shall not perform cleaning services on the following City Holidays:

New Year's Day	Martin Luther King Jr. Day	Presidents' Day
Easter Sunday	Memorial Day	Independence Day
Labor Day	Columbus Day	Veterans Day
Thanksgiving Day	Christmas Day	

If any of the above non-workdays falls on a Saturday, City offices will be closed the preceding Friday. For holidays falling on Sunday, excepting Easter, City offices will be closed the following Monday. If any holiday falls on a day preceding a Friday or follows a Monday, then the Friday or Monday will also be considered a day for which City offices are closed.

For Non-Scheduled Emergencies which require closure of Fleet & Facilities, Public Works, Council Chambers, Chamber of Commerce and that cleaning services will not be performed, the City will attempt to notify Contractor as soon as possible.

5.5 Property Access

5.5.1 Parking: Contractor shall park in the general area where public parking is provided for all to use.

5.5.2 Building Access:

Contractor shall enter the buildings in the following manner:

5.5.2.1.1 Library on the west side of the Complex entering the office/staff area,

5.5.2.1.2 Fleet & Facilities and Public Works thru the main and side entrances.

5.5.2.1.3 Chamber of Commerce and Council Chambers must be entered thru the main entrance of the facility. City Staff will open Council Chambers on the days of service.

5.5.2.1.4 Animal Care Services thru the main entrance in the front.

5.6 Permitted Work Locations and Times

Cleaning schedules will be determined between City of Schertz and Contractor prior to contract work beginning. Any changes to the agreed upon schedule must be made in writing with no less than fourteen (14) days written notice and agreed upon by both parties.

5.7 Communication

Contractor shall communicate through group email format, which will be provided by the City. The guidelines for this communication are stated below:

5.7.1 Contractor shall communicate through group email all information related to the facility and/or the services being provided. Contractor shall have a maximum time of 24-hours from the day of service provided, if a problem occurs or exists, to notify the City unless otherwise noted in this contract.

- 5.7.2 Library staff will provide feedback as related to the service of this contract through the group email provided by the City within a maximum time of 24-hours from day of service provided, if a problem occurs or exists, to notify Contractor and Facility Services.
- 5.7.3 Facility Services will be main point of contact with Contractor to provide feedback and any correspondence with Contractor and/or Library staff as it relates to the terms of this contract.
- 5.7.4 If for any reason email communication cannot occur, all parties must use any available means or resource available that can reasonably be accommodated.

5.8 **Safety Plan**

The following Safety Plan is for the protection of persons and property affected by the services performed under this agreement:

- 5.8.1 The Contractor shall create, maintain, and supervise conditions and programs to facilitate and promote safe execution of the Work, and shall supervise the Work with the attention and skill required to assure its safe performance. Safety provisions shall conform to OSHA requirements and all other federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these conditions are in conflict, the more stringent requirement shall be followed.
- 5.8.2 The Contractor shall employ methods, safety precautions, and protective measures that will reasonably prevent damage, injury or loss to:
 - 5.8.2.1 The public, in general; patrons, visitors, and guests and City employees and
 - 5.8.2.2 Materials and equipment or other property located within or part of the City facilities.
- 5.8.3 The Contractor shall promptly notify and remedy of damage and loss to property, caused in whole or in part by the fault or negligence of the Contractor, or anyone for whose acts they may be liable as provided below:
 - 5.8.3.1 Non-Emergency - Notifications of any damage or loss of property should be reported within a 24-hour period for any non-critical item, element, or condition that does not place any potential risk to personal safety and/or potential damage to property that exists or occurs during any time of work being performed.
 - 5.8.3.2 Emergency - Contractor shall notify City immediately if any damage or loss of property that places any potential risk to personal safety and/or property exists or occurs during time of work being performed.
- 5.8.4 The Contractor shall provide the City any and all information related to any and all necessary Personal Protection Equipment (PPE) provided to their staff: any and all Safety Data Sheets (SDS) on cleaning materials and/or chemicals used or to be used in the performance of the scope of services.

5.8.5 The Contractor must maintain safety of operations and provide any other reasonable safeguards including but not limited to; warnings against hazards as may be required for safety, any protection during performance of the work, and shall notify the City and users of any work site conditions that may exist or arise which may jeopardize their safety.

6 Pricing Schedule

Building	Days Per Wk	Monthly Rate
Library	7	\$3,323.00
Public Works	5	\$683.00
Fleet/Facilities	3	\$465.00
City Hall	5	\$1,309.00
Admin Building	5	\$878.00
Council Chambers	3	\$465.00
Animal Services	5	\$744.00
On Call/Temp		\$22.00 per hour
North Center	3	\$490.00
Community Center	3	\$551.00

Exhibit B

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Schertz accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Schertz shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement.**
2. A waiver of subrogation in favor of The City of Schertz shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
3. All insurance policies shall be endorsed to the effect that The City of Schertz will receive at least thirty (30) days written notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name The City of Schertz as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
5. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
6. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Schertz of any material change in the insurance coverage.
7. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
8. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
9. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Schertz.
10. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
11. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05). Coverage must be written on an occurrence form.
12. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
13. Upon request, Contractor shall furnish The City of Schertz with certified copies of all insurance policies.
14. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Schertz within ten (10) business days after contract award and prior to starting any work by the successful Contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Schertz, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Schertz. The certificate of insurance and endorsements shall be sent to:

**City of Schertz
Purchasing Department
1400 Schertz Parkway
Schertz, TX 78154**

**emailed to: purchasing@schertz.com
Faxed to: 210-619-1169**



CERTIFICATE OF LIABILITY INSURANCE

A

DATE (MM/DD/YYYY)
01/01/1000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ABC Insurance Agency 655 Main Street Tampa, FL 33333-0000	CONTACT NAME: PHONE (Area No., Ext): FAX (Area No., Ext): ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER B: Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER C: Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER D: Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER E: Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER F: Insurance Carrier</td> <td>00000</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Insurance Carrier	00000	INSURER B: Insurance Carrier	00000	INSURER C: Insurance Carrier	00000	INSURER D: Insurance Carrier	00000	INSURER E: Insurance Carrier	00000	INSURER F: Insurance Carrier
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INSURER D: Insurance Carrier	00000													
INSURER E: Insurance Carrier	00000													
INSURER F: Insurance Carrier	00000													
INSURED XYZ Company 123 Apple Street Tampa, FL 22222-0000														

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

ITEM LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y Y	X123456	01/01/1000	01/01/1000	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMMOP AGG \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS	Y Y	123456789	01/01/1000	01/01/1000	COVERED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Pw person) \$ BODILY INJURY (Pw accident) \$ PROPERTY DAMAGE (Pw accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE	Y Y				EACH OCCURRENCE \$ AGGREGATE \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory in HI) Yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	01234	01/01/1000	01/01/1000	<input checked="" type="checkbox"/> NO STATE-TION LIMITS OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
E	<input checked="" type="checkbox"/> Builder's Risk <input checked="" type="checkbox"/> Professional Services	Y Y	123456	01/01/1000	01/01/1000	100% Insurable Value, replacement cost basis \$1,000,000 each claim / \$1,000,000 aggregate

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

Effective January 1, 2012 must be compliant with Chapter 1811, Tex. Ins. Code (SB 426 enacted by Texas Legislature 02(7) session in 2011).

CERTIFICATE HOLDER City of Schertz 1400 Schertz Parkway Schertz, Tx 78154 Attn: Purchasing Dept.	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE AUTHORIZED SIGNATURE REQUIRED HERE
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(Instructions for completing and submitting a certificate to the City of Schertz)

Complete the certificate of insurance with the information listed below:

- A) Certificate of Insurance date
- B) Producer (Insurance Agency) Information – complete name, address, telephone information, & email address.
- C) Insured’s (Insurance Policy Holder) Information – complete name & address information
- D) Insurer (name/names of insurance company) **(Remember the city requires all insurance companies to be Authorized to do business in the State of Texas be rated by A.M. Best with a rating of B+ (or better) Class VI (or higher) or otherwise be acceptable to the City if not rated by A.M. Best)
- E) NAIC # (National Association of Insurance Commissioners, a # that is assigned by the State to all insurance companies)
- F) Insurer letter represents which insurance company provides which type of coverage from D
- G) General Liability Insurance Policy – must have an (x) in box. Also, “Occurrence” type policy – must have an (x) in the box (occurrence policy preferred but claims made policy can be accepted with special approval)
- H) This section shall be filled in with “Y” for yes under Additional Insured for all coverages, except for Contractor Liability and Workers’ Compensation. There shall also be a “Y” for yes under all coverages for subrogation waived.
- I) Automobile Liability Insurance – must be checked for Any Auto, All Owned Autos, Hired Autos
- J) Umbrella Coverage – must be checked in this section and by occurrence whenever it is required by written contract and in accordance with the contract value.
- K) Worker’s Compensation and Employers Liability Insurance – information must be completed in this section of the certificate of insurance form (if applicable).
- L) Builder’s Risk Policy – for construction projects as designated by the City of Schertz.
Professional Liability Coverage – for professional services if required by the City of Schertz.
- M) Insurance Policy #'s
- N) Insurance policy effective dates (always check for current dates)
- O) Insurance Policy limits (See Insurance Requirements Checklist)
- P) This section is to list projects, dates of projects, or location of project. Endorsements to the insurance policy(ies) must be provided separately and not in this section. The following endorsements are required by the City of Schertz.
 - (1) Adding the City of Schertz as an additional insured. The “additional insured” endorsement is not required for professional liability and workers compensation insurance; and
 - (2) Waiver of Subrogation
 - (3) Primary and Non-Contributory
 - (4) Cancellation Notice
- Q) City of Schertz’s name and address information must be listed in this section
- R) Notice of cancellation, non-renewal, or material change to the insurance policy(ies) must be provided to the City of Schertz in accordance with a cancellation notice endorsement to the policy and/or per the policy provisions based on the endorsement adding the city as an additional insured. (Sec. 1811.155, Tex. Ins. Code)
- S) The certificate must be signed by the Authorized Agent in this section of the certificate form.

Exhibit C

EVIDENCE OF INSURANCE