

## AGREEMENT FOR JANITORIAL SERVICES

THE STATE OF TEXAS    §  
                                      §  
COUNTY OF DALLAS    §

KNOW ALL MEN BY THESE PRESENTS

This **AGREEMENT FOR JANITORIAL SERVICES** (“Agreement”) is made and entered into as of the Effective Date by and between the **CITY OF FARMERS BRANCH, TEXAS**, (“City”), a Texas home rule municipality and McLemore Building Maintenance, Inc. (“Contractor”). City and Contractor are sometimes hereafter referred to collectively as “the Parties” or individually as “Party.”

### WITNESSETH:

**WHEREAS**, City desires to contract with Contractor for the performance of the Services as hereinafter defined; and

**WHEREAS**, Contractor has agreed to perform the Services for the compensation stated herein;

**NOW, THEREFORE**, City and Contractor, in consideration of the terms, covenants and conditions herein contained, do hereby agree as follows:

### ARTICLE I TERM AND RENEWAL OF AGREEMENT

**Section 1.1    Initial Term.** This Agreement shall commence and become effective on August 25, 2018, and, unless extended or terminated earlier in accordance with the provisions of this Agreement, shall end on August 24, 2019 (“the Initial Term”).

**Section 1.2    Renewal Periods.** This Agreement may be renewed for three (3) additional periods of one (1) year each (“the Renewal Period” or collectively “the Renewal Periods”) by mutual agreement of the Parties. City shall provide Contractor written notice of intent to renew on or before July 1, 2019, with respect to extension of the term for the first Renewal Period, and on or before the 1st day of July in each subsequent year for each subsequent Renewal Period. Notwithstanding the notice period set forth above, nothing herein shall be construed as prohibiting the Parties from mutually agreeing to an extension of this Agreement even if City provides later notice to Contractor of the desire to renew the term for the next Renewal Period. Except where otherwise indicated, each Renewal Period shall be subject to the same provisions of this Agreement.

## **ARTICLE II**

### **SCOPE OF SERVICES; COMPENSATION**

#### **Section 2.1    Scope of Services.**

A. Contractor shall perform all work and services, as set forth in the Scope of Services set forth in Exhibit "A," attached hereto and incorporated herein by reference ("the Services"). In the event of any conflict between the provisions of the main body of this Agreement and those set forth in Exhibit "A," the provisions of the main body of this Agreement shall control.

B. Contractor shall perform the Services in accordance with the best possible work standard and in a manner satisfactory and acceptable to City.

C. For purposes of this Agreement, City's representative shall be City's Fleet and Facilities Director ("the Director") or the Director's designee. Any dispute arising hereunder shall be submitted to the Director, whose decision in the matter shall be final and binding.

D. Contractor shall furnish all supplies and equipment required and necessary for the performance of the Services, including, but not limited to, all equipment for floor care, cleaning supplies, custodial tools, safety devices, dust control products, plastic trash can liners, paper towels, toilet tissue, and hand soap to the extent set forth in the Scope of Services. All supplies and equipment used shall be of the highest quality.

E. Contractor shall start providing the Services on August 25, 2018 (the Start Date").

**Section 2.2    Special or Emergency Cleaning.** When requested by Facilities Management to clean any area required for a special occasion or if cleaning is necessary because of an emergency or accident, Contractor shall furnish all labor and supervision required to fulfill the request. Contractor shall be compensated for the services provided pursuant to this Section 2.2 at the rates for similar services set forth in the Fee Schedule.

#### **Section 2.3    Compensation.**

A. Subject to additions or deletions for charges or extras agreed upon in writing, City agrees to compensate Contractor for performance of the Services in accordance with Exhibit "B," attached hereto and incorporated herein by reference ("Fee Schedule"). Contractor shall submit monthly statements for (i) the Services rendered pursuant to the Scope of Services setting forth a description of the Services provided for the period of time covered by the invoice, (ii) the paper products and soap purchased by Contractor accompanied by a detailed receipt of the items and volume purchased; and (iii) charges for Room Setup and Teardown services, identifying the date, building, and room where such services were provided. City agrees to pay Contractor the amount invoiced not later than thirty (30) days following receipt of the invoice from Contractor.

B. City may deduct from any amounts due or to become due to Contractor any sum or sums owed by Contractor to City.

C. Effective with each Renewal Period, if exercised, Contractor may increase the amounts set forth in the Fee Schedule by an amount not to exceed the percentage increase in the U.S. Department of Labor's Consumer Price Index for all Urban Consumers-Dallas/Ft. Worth Area (CPI-U:D/FW)("the Index") published for July 2018 and the Index published for the July immediately prior to the Renewal Period for which the increase would be in effect. Notwithstanding the foregoing, in no case shall an increase in the Fee Schedule for any Renewal Period be greater than five percent (5%) of the amount charged for the Initial Period or the immediately prior Renewal Period.

**2.4. Contract Price Adjustments:** The Fee Schedule shall be adjusted as follows:

A. If during the Initial Term or any Renewal Term a change in Federal or Texas law is enacted that imposes an increase in Contractor's costs relating to social security taxes or Federal or Texas unemployment taxes, results in the imposition of new or increased Federal, Texas or local payroll taxes payable from Contractor's funds (as opposed to funds withheld from the pay of Contractor's employees or subcontractors), or imposes on Contractor additional government-mandated healthcare costs applicable to any of Contractor's employees and/or subcontractors performing the Services pursuant this Agreement, the Fee Schedule may be adjusted by Contractor to allow Contractor to reasonably recover such additional costs in providing the Services.

B. In the event of a change in the Federal, Texas or local minimum wage rates or paid leave/time off laws applicable to any of Contractor's employees and/or subcontractors providing the Services pursuant to this Agreement, the labor cost portion of the Fee Schedule shall be changed by the percentage increase in the minimum wage rates or by any increase required for Contractors and/or its subcontractors to comply with amended law.

C. In the event of any increases in wages for Contractor's employees providing the Services because of any collective bargaining by such employees or contained in any collective bargaining agreement governing such employees, the Fee Schedule shall be changed by the projected change in costs to Contractor from the date of such change in wages and/or benefits.

D. Notwithstanding anything to the contrary above, the increases authorized by Paragraphs A, B, and C of this Section 2.4 shall not be effective until the 31<sup>st</sup> day following receipt by City of the revised Fee Schedule from Contractor. City shall have the right to reject such increase and terminate this Agreement by providing Contractor written notice; provided, however, City agrees that it will remain obligated to pay any increased amounts set forth on the revised Fee Schedule that become effective prior to the date of termination under this Paragraph D.

### **ARTICLE III**

#### **STANDARDS FOR PERFORMANCE; PERSONNEL**

**Section 3.1 Time for Performance.** Contractor understands, acknowledges and agrees (i) the Services shall be completed in strict compliance with the Scope of Services and (ii) failure of Contractor to complete the Services in accordance with the Scope of Services shall constitute a material breach of this Agreement.

**Section 3.2 Number of Personnel.** Contractor shall employ at all times during the term of this Agreement a sufficient number of experienced employees to adequately perform the Services within the times required by the Cleaning Schedule.

**Section 3.3 Performance Standards.** In addition to any standards set forth in the Scope of Services, the Services shall be performed in accordance with the minimum performance standards set forth in the Scope of Services.

**Section 3.4 Contractor's Employee Conduct.** Contractor's employees that perform the Services on City's property shall conform to the following:

- A. Contractor's employees and personnel shall be of good moral character and temperament.
- B. At least one person performing the Services at each of City's buildings must speak and understand English.
- C. Contractor agrees that all work shall be directed and supervised by experienced personnel, and that its supervisors shall, at such times agreed to by Director, make regular inspection of the City's buildings daily to insure proper and complete performance of the Services by Contractor's employees.
- D. Contractor's employees under the influence of, or appearing to be under the influence of, alcohol or drugs shall not be permitted in any building.
- E. No loud or boisterous conduct by Contractor's employees will be permitted.
- F. Contractor's employees shall not open desk drawers or cabinets at any time except as necessary to retrieve or replace equipment and/or supplies related to providing the Services.
- G. Contractor's employees shall not use or tamper with any office machines, equipment or City employees' personal property at any time.
- H. Unless necessary to call 9-1-1 in an emergency situation, Contractor's employees shall not use City telephones at any time.
- I. Contractor's employees shall not smoke in City buildings.

Upon written request by City, Contractor will remove from service any employee assigned to City's premises who has engaged in improper conduct, including without limitation, a breach of City policies or failure to perform the duties herein, provided such request is in accordance with applicable laws.

**Section 3.5 Employee List.** Upon the request of City, Contractor shall provide to City a list of all employees that will be assigned to perform the Services, which list shall include for each employee:

- A. Full name;
- B. Date of birth;
- C. Social Security number;
- D. Valid driver's license number, for those employees who hold a driver's license; and
- E. Such other information sufficient to establish the employee is authorized under federal law to be employed in the United States of America. Contractor's list of employees assigned to perform the Services must be current at all times during the term of this Agreement.

**3.6 Employee ID's.** All of Contractor's employees working in City's buildings must wear a photo I.D. badge showing:

- A. Contractor's name;
- B. Contractor's address and phone number;
- C. The employee's current photo; and
- D. The employee's name.

**3.7 Contractor's Supervisors.** Contractor shall assign no less than one (1) qualified supervisor to be physically present during the performance of the Services to supervise the Contractor's employees and to ensure adherence to the Cleaning Schedule. Contractor's supervisor shall be responsible for all keys assigned to unlock spaces and for the security of City's buildings while performing the Services. Contractor's supervisor will make certain that all doors are securely locked prior to leaving each night upon completion of the Services. Contractor's supervisors shall be directly responsible for the conduct and performance of the Contractor's employees and compliance with the provisions of this Agreement.

**3.8 No Subcontracting.** Every person providing regular daily, weekly, and monthly Services or special cleaning services pursuant to this Agreement must be directly employed by Contractor. At no time shall Contractor subcontract or assign any rights or obligations of this Agreement unless approved in writing by City.

**3.9 Holidays.** Contractor is not obligated to perform the Services on the following holidays for night crew as follows:

A: With respect to all buildings other than the Recreation Center, Aquatics Center and Historical Park: New Year's Day, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Eve, and Christmas Day; and

B. With respect to the Recreation Center, Aquatics Center and Historical Park: New Year's Day, Easter, Thanksgiving Day, Christmas Eve, and Christmas Day.

If a holiday falls on Saturday, then the day on which the building will be closed for business will be the Friday immediately prior to the holiday. If the holiday falls on Sunday, then the day on which the building will be closed for business will fall on Monday immediately following the holiday.

#### **ARTICLE IV MISCELLANEOUS OPERATIONAL PROCEDURES**

**Section 4.1 Security Procedures.** Director agrees to provide Contractor with written instructions as to the procedure for maintaining security of City's Buildings. Contractor shall be responsible for providing and explaining such written instructions to all of Contractor's employees and personnel performing the Services.

**Section 4.2 Keys and Access Cards.** A written list of all City master keys shall be maintained by Contractor and accounted for by Contractor at all times. Contractor shall not make, or allow to be made, any duplicates of the keys provided by City. Contractor will also be provided access to electronic access cards where access to external and internal doors require access through an electronic lock. City may deduct from amounts due Contractor pursuant to this Agreement the amount of \$50 for each lost access card fee issued to Contractor and its employees, which amount shall be increased to \$100 if the loss of the access card is not reported to Facilities Management within 24 hours when the access card has been determined to be missing. Contractor shall be responsible for all costs related to rekeying those rooms and/or buildings that must be rekeyed and issuance of production of new keys as the result of the loss of a key issued to Contractor, even if the key is later found after the affected locks have been rekeyed and new keys issued.

**Section 4.3 Equipment Storage.** City agrees to provide space on-site for all cleaning equipment supplied by Contractor which remains on the job site during the term of the Agreement.

**Section 4.4 Warranty.** Contractor warrants that all goods used in the performance of the Services shall conform to the proposed specifications and/or all warranties as stated and be free from all defects in material, workmanship, and title.

**Section 4.5 Performance Accountability.** Contractor acknowledges that providing exceptional service is a top priority of this Agreement. On and after November 1, 2018, the following shall occur with respect to Contractor's failure to complete one or more Services required to be performed pursuant to this Agreement that are identified in the Scope of Services with the word "Task" in parentheses, including, but not limited to, all cleaning, porter, and meeting setup tasks (a "Missed Task"):

A. If there are more than twenty-four (24) Missed Tasks during a Calendar Quarter, City shall have the right to deduct from the first monthly invoice received following the end of said Calendar Quarter an amount equal to \$150 for each Missed Task in excess of twenty-four (24) Missed Tasks that occurred during said Calendar Quarter.

B. If the number of Missed Tasks in a Calendar Quarter is thirty (30) or more during a Calendar Quarter, in addition to the deduction from the amounts due Contractor as provided in Paragraph A, above, a meeting will be held not later the tenth (10<sup>th</sup>) business day following the end of said Calendar Quarter among Facilities Management, Contractor's supervisor(s), Account Manager and the Account Manager's supervisor to discuss the nature of the Missed Tasks, the reason the Missed Tasks occurred, and the establishment of an action plan to eliminate Missed Tasks that are occurring on multiple occasion, which action may include, but not be limited to, removal of Contractor employee(s) assigned to provide the Services under this Agreement who are identified to be the actor repeatedly responsible for Missed Tasks that have occurred.

C. If the number of Missed Tasks in a Calendar Quarter is thirty (30) or more for two (2) consecutive Calendar Quarters, the meeting to be held as described in Paragraph B, above, will also include Contractor's president and/or vice president.

D. If the number of Missed Tasks in a Calendar Quarter is thirty (30) or more for three (3) consecutive Calendar Quarters, such failure shall be deemed an uncured default for which written notice is not required and shall constitute the basis for which City may terminate this Agreement pursuant to Section 5.1.A.

E. If the person employed by City in the position of Fleet and Facilities Director or the person employed in the position of Fleet and Facilities Contract and System Manager is either separated from employment with City or accepts another job position with City, not later than the thirtieth (30<sup>th</sup>) day after a person is hired by City to either of said employment positions, the Fleet and Facilities Director and Fleet and Facilities Contract and System Manager will meet with Contractor's representatives to discuss the Parties positions relating to the administration and performance of this Section 4.5 with the intent of obtaining a mutual understanding of what constitutes a "Missed Task" in accordance with the provisions of this Agreement.

A task to be performed pursuant to this Agreement shall not constitute a "Missed Task" unless (i) Facilities Management receives a written communication from a City employee not later than noon on the first City business day after the Missed Task allegedly occurred describing the date and description of the task that was not performed and (ii) the task is determined by Facilities Management to be a Missed Task, which determination shall be final. City agrees to notify Contractor of the determination of a Missed Task not later than the end of the second (2<sup>nd</sup>) business day after a determination has been made that a Missed Task has occurred. For purposes of this Section 4.5, the phrase "Calendar Quarter" means the following four groups of three (3) consecutive calendar months: (i) November, December, January, (ii) February, March, April, (iii) May, June, July, and (iv) August, September, October. The Parties agree that the designation of

certain Services in the Scope of Services as being subject to the performance penalties in this Section 4.5 does not excuse Contractor from performance of all other Services within the Scope of Services not so identified.

**Section 4.6 False Alarms.** Contractor and its employees must properly arm and disarm building burglar alarms when entering and leaving City buildings when the building is otherwise unoccupied. City shall have the right to deduct from any amount due Contractor under the Agreement the amount of \$100 each false burglary alarm that occurs from a Contractor's employee failing to properly arm and/or disarm a burglar alarm if such alarm results in City's Police or Fire Department, or the police or fire department of another city, responding to alarm.

## **ARTICLE V TERMINATION AND DEFAULT**

**Section 5.1 Termination.** This Agreement may be terminated prior to the end of the Initial Term or the end of any Renewal Period as follows:

A. City may terminate this Agreement immediately upon providing notice to Contractor in the event Contractor fails to cure a default of this Agreement on or before the thirtieth (30<sup>th</sup>) day following the prior delivery of written notice to Contractor detailing the nature of the default.

B. In the event Contractor fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the services or time of performance, and the failure is not corrected within (10) days after written notice by City to Contractor to cure such default, City may, at its sole discretion and without prejudice to any other right or remedy, by written notice to Contractor, terminate this Agreement and be relieved of the payment of any further consideration to Contractor except for all work determined by City to be satisfactorily completed prior to termination. In the event of such termination, City may proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by contracting with others. Furthermore, Contractor shall be liable for all costs in excess of the total Agreement price under this Agreement incurred by City to complete the Services herein provided for and the costs so incurred may be deducted and paid by City out of such moneys as may be due or that may thereafter become due to Contractor under and by virtue of this Agreement.

C. Contractor may terminate this Agreement immediately upon providing notice to City in the event City fails to cure a default for nonpayment on or before the thirtieth (30<sup>th</sup>) day following the prior delivery of written notice to City.

D. Either Party may, without cause or any reason, terminate this Agreement at any time upon giving 90 days written notice to the other Party. If City terminates this Agreement pursuant to this Section 5.1.D, in addition to the amounts to be paid for the Services provided by Contractor during the period following such notice until termination of the Agreement, City agrees to pay an early termination fee equal to five (5%) of the



amount invoiced for the Services during said period after the termination notice and the date of termination.

E. If City terminates this Agreement pursuant to Section 5.1.D. above, no deductions for Missed Tasks pursuant to Section 4.5 will be made for Missed Tasks occurring during the sixty (60) days prior to the date of termination.

F. To better ensure service levels are maintained through the date of termination, if either Party terminates this Agreement pursuant to Section 5.1.D, the Parties agree that reasonable efforts will be made to limit communication of the notice of termination solely to the authorized representatives of the Parties' respective management teams. Notwithstanding the foregoing, it shall not be a default of this Agreement, and neither Party shall be liable for any damages of any kind to the other Party, if the occurrence of such termination becomes known by employees of either Party outside of the respective management teams. Contractor understands and acknowledges that this Agreement, all notices provided hereunder, and all other City-owned records relating to this Agreement may be subject to disclosure to the public as public information pursuant to the Texas Public Information Act, as amended.

G. Sections 5.1.D, E, and F, above, shall not apply with respect to termination of this Agreement pursuant to any other provision of this Agreement, including, but not limited to, termination of this Agreement as the result of either Party electing to extend the Term of this Agreement for any Renewal Period pursuant to Section 1.2.

**5.2 City Provision of Supplies, etc.** If a Service is deemed by City, in its reasonable discretion, to be critical to City's operations, and Contractor cannot reasonably perform the task within the time requested by City, City may, without terminating this Agreement or taking over performance of the Services, furnish the necessary materials, equipment, supplies, and labor necessary to perform (i) a Missed Task, (ii) a Service that has not been timely performed, or (iii) a Service that must be performed at a time other than the time in which the Service is to be performed by Contractor pursuant to the Scope of Services. Contractor shall reimburse City upon demand for City's costs incurred by City for materials, equipment, supplies, and labor in performing the work described in (i) or (ii) in the prior sentence. City shall be responsible for the costs of materials, equipment, supplies, or labor a Service performed by City at a time other than the time in which the Service is to be performed by Contractor pursuant to the Scope of Services.

## **Article VI Miscellaneous**

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

**6.2 Assignment.** Contractor may not assign this Agreement in whole or in part without the prior written consent of City. In the event of an assignment by Contractor to which City has

consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

**6.3 Successors and Assigns.** Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective successors and assigns.

**6.4 Governing Law.** The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in State court located in Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

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

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

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

**6.8 Notice.** Any notice required or permitted to be delivered hereunder must be in writing and may be sent by first class mail, overnight courier or by confirmed facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and, shall be deemed delivered upon actual receipt or, if mailed, on the third (3<sup>rd</sup>) business day after placing the notice in the United States mail:

If intended for City, to:

City of Farmers Branch, Texas  
Attn: Facilities and Fleet Director  
13000 William Dodson Parkway  
Farmers Branch, Texas 75234

With copy to:

Peter G. Smith  
Nichols, Jackson, Dillard, Hager & Smith, LLP  
500 N. Akard, Suite 1800  
Dallas, Texas 75201

If intended for Contractor:

With copy to:

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**6.10 Exhibits and Recitals.** The recitals and exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

**6.11 Indemnification.** CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF CONTRACTOR, ITS OFFICERS, EMPLOYEES, OR AGENTS PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE CONTRACTOR'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, OR REPRESENTATIVES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE CITY). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM (EXCEPT WHEN SUCH LIABILITY OR CLAIM ARISES FROM OR IS ATTRIBUTED TO NEGLIGENCE OF THE CITY, AND, ONLY THEN, TO THE EXTENT OF THE PERCENTAGE OF LIABILITY ATTRIBUTED TO CITY'S NEGLIGENCE), CONTRACTOR, ON NOTICE FROM CITY, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT CONTRACTOR'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO CITY. CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

## **6.12 Insurance.**

A. Contractor shall, during the term of this Agreement, maintain in full force and effect the following insurance:

(1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to Contractor's performance of the Services with a minimum combined single limit of not less than \$1,000,000 per occurrence for injury to persons (including death), and for property damage;

(2) policy of automobile liability insurance covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Agreement; and

(3) statutory Worker's Compensation Insurance covering all of Contractor's employees involved in the provision of services under this Agreement.

B. All insurance and certificate(s) of insurance shall contain the following provisions:

(1) name the City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance;

(2) provide for at least thirty (30) days prior written notice to City for cancellation, non-renewal, or material change of the insurance;

(3) provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

C. All insurance companies providing the required insurance shall either be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service, or approved by City's Risk Manager.

D. A certificate of insurance evidencing the required insurance shall be submitted to the City prior to the Start Date.

**6.13 Conflicts of Interests.** Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

**6.14 Force Majeure.** The performance of a Party shall be subject to any event of Force Majeure, but only for so long as the event reasonably prevents the Party's performance, and then only if the Party not performing as a result of the event of Force Majeure provides written notice to the other Party not later than two (2) business days after the onset of the event. For purposes of this Agreement, "Force Majeure" shall mean any contingency or cause beyond the reasonable

control of a Party, as applicable, including, without limitations, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of such Party), fires, explosions, floods, strikes, slowdowns or work stoppages, shortage of materials and labor.

**6.15 Attorney Fees.** The Parties expressly covenant and agree that in the event of any litigation arising between the Parties to this Agreement, that each Party shall be solely responsible for payment of its attorneys and that in no event shall either Party be responsible for the other Party's attorney's fees regardless of the outcome of the litigation.

**6.16 Effective Date.** This Agreement shall be effective on the last date that (i) the authorized representatives of all of the Parties have signed this Agreement, (ii) all insurance certificates required by Section 6.12 have been delivered to City, and (iii) Contractor has completed and delivered to City a Form 1295 Certificate of Interested Parties in accordance with Texas Government Code §2252.908 and the rules of the Texas Ethics Commission ("the Effective Date").

**6.17 Prohibition of Boycott Israel.** Contractor verifies that it does not Boycott Israel, and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

*(signatures on following page)*

**SIGNED AND AGREED** this \_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF FARMERS BRANCH, TEXAS

By: \_\_\_\_\_  
Charles S. Cox, City Manager

ATTEST:

\_\_\_\_\_  
Amy Piukana, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Peter G. Smith, City Attorney

**SIGNED AND AGREED** this \_\_\_\_ day of \_\_\_\_\_, 2018.

CONTRACTOR:  
McLemore Building Maintenance, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**I. WORK PERFORMANCE SPECIFICATIONS AND STANDARDS**

**A. Purpose of Agreement**

The primary purpose of this Agreement is to ensure that the City's buildings shall be kept clean, according to reasonable and accepted standards, regardless of the number of times an operation is required to accomplish such purpose, and to set forth the frequency that operation is performed. The standards and tasks described in this Scope of Services and related frequency at which such tasks are to be performed are minimum requirements solely for guideline purposes and may not constitute satisfactory performance under this Agreement. The City buildings subject to this Agreement are as follow (all addresses in Farmers Branch, Texas):

1. Animal Adoption Center, 3727 Valley View Lane
2. Aquatics Center, 14302 Heartside Place
3. Farmers Branch City Hall, 13000 William Dodson Drive
4. Fire House Theatre, 2535 Valley View Lane
5. Fire Station Administration, 13333 Hutton Drive
6. Historical buildings at the Historical Park, 2540 Farmers Branch Lane
7. Justice Center and Municipal Court, 3723 Valley View Lane
8. Manske Library, 13614 Webb Chapel Road
9. Community Recreation Center, 14050 Heartside Place
10. Senior Center, 14055 Dennis Lane
11. Service Center/Utilities Field Office, 13333 Senlac Drive

**B. General Performance Requirements**

1. All reported janitorial issues are to be addressed by Contractor within 24 hours after notice of the issue or immediately depending on the operational and safety impact of failing to address the issue.

2. Contractor's employees performing work at City buildings shall not enter the buildings prior to the established Entry Time set forth in Section I.D. of this Scope of Services.
3. Cleanup and disposal of bodily fluids by porter(s) or cleaning staff shall occur as needed.
4. All public buildings are subject to after-hour meetings and events. Cleaning services must be performed away from meeting areas or otherwise performed in a manner so that noise generated while cleaning does not disrupt the meeting.
5. Items on desks and tables shall not be disturbed, moved or thrown away when cleaning desks or tables.
6. Contractor will supply to Facilities Management as necessary bright color stickers to be issued to City staff to identify trash to be thrown out but which cannot fit in a trash receptacle.
7. Electronic devices shall be dry dusted only and shall not be cleaned with any liquid.
8. Offices or areas on which a "Do Not Clean" tag issued by Facilities Management has been hung shall not be cleaned until the tag is removed.
9. All food and drink items left on conference tables, desks, and other areas to be cleaned shall not be moved, thrown away or taken.
10. Only trash placed in trash cans with liners or items outside the trash can with the appropriate tag (supplied by Contractor) identifying it as trash shall be thrown away.

### **C. Service Transition Requirements**

The following shall govern the transition of services from City's prior contractor to Contractor:

1. All supplies and equipment will be staged by City in janitorial closets on or before the Start Date.
2. Paper products and soap will be stocked in the janitorial closet on the first night. City's prior contractor will submit its stock orders in August 2018 to ensure there is sufficient stock of janitorial supplies for the Start Date.
3. The brand and specifications for paper products, soap, chemicals and equipment which Contractor proposes to use in City buildings must be submitted to Facilities Management for review and approval no later than two (2) weeks prior to the Start Date.



4. Prior to the Start Date, Contractor may make site visits to the various City buildings subject to providing 48-hour advance notice to Facilities Management. Contractor's employees must be escorted by a Facilities Management employee during such site visits. All site visits needed for startup preparation must be completed not later than two weeks prior to the Start Date. One of the site visits must involve Facilities Management walking through building security with one of more of Contractor's supervisors assigned to this Agreement, which walk-through will include providing:
  - a. Alarm panel instructions;
  - b. Alarm panel locations;
  - c. Key box locations;
  - d. Instructions regarding entry doors; and
  - e. Other information or instructions regarding building security features of which Contractor will need to be aware in order to perform the Services.
5. All Contractor employees assigned to work in the Justice Center, whether regularly assigned or assigned to substitute for others regularly assigned, must have a Police Department background check submitted not later than ten (10) days prior to the date the employee is to commence work in the Justice Center.
6. Not later than two (2) weeks prior to the Start Date, Contractor shall submit to Facilities Management a plan regarding the processes and procedures on how the on-call meeting setup/teardown will be performed, include how the online/email system to be used.
7. A transition action plan will be provided to Facilities Management one (1) week prior to Start Date, which will have the following action plans define:
  - a. Timeline on key events of transition that must be completed prior, during and after the Start Date;
  - b. The plan to ensure and demonstrate that the cleaning of City buildings identified in this Agreement will be cleaned in accordance with this Scope of Services, including any resources, cleaning process plan(s), training, etc. necessary to perform such services to prevent any drop in service level from the prior contractor.
  - c. Lists of supervisors and account managers assigned to this Agreement, including the following information:

- (1) Name;
  - (2) Employment date with Contractor; and
  - (3) Cell phone and other phone numbers where the person may be contacted.
- d. Porter information, including:
- (1) Name;
  - (2) Employment date with Contractor; and
  - (3) Relevant training accomplished prior to commencing work under this Agreement.
- e. List of janitorial contract cleaning crew employees, including the following information:
- (1) Name;
  - (2) Date of employment with Contractor; and
  - (3) Relevant training accomplished prior to commencing work under this Agreement.

**D. Building Entry Times and Cleaning Days**

The times and days in which the Services are to be provided for each City building is as follows:

<b><u>Facility / Building</u></b>	<b><u>Entry Time</u></b>	<b><u>Days Per Week</u></b>
City Hall	6:30 PM	5 days Sunday ~ Thursday
Firehouse Theatre	10:30 PM	Wednesday and monthly performance per scheduled notification
Animal Adoption	6:00 PM	5 days Sunday ~ Thursday
Service Center Utility Office	6:00 PM	5 days Sunday ~ Thursday
Fire Administration	9:00 PM	5 days Sunday ~ Thursday
Manske Library	10:00 PM	7 days Monday ~ Saturday
Senior Center	10:00 PM	6 Days Monday ~ Saturday
Justice Center	6:00 PM	7 days Monday ~ Sunday
Recreation Center	11:00 PM	7 Days Monday ~ Sunday
Aquatics Center	11:00 PM	7 days Monday ~ Sunday
Historical Park	10:00 PM	5 days Monday ~ Friday

## **E. Building Security**

1. Contractor's supervisor, after confirming that all daily requirements have been completed with regard to a properly cleaned facility, shall ensure that all outside doors and windows are secured and locked daily. Contractor assumes full responsibility in the event exterior doors and/or windows are not properly secured upon exiting from the building. Furthermore, Contractor shall be solely responsible if a building is left in an unsecured position by Contractor's employee, including but not limited to, all doors and window being locked and setting of the burglar alarm. Contractor's employees shall call the Facilities Management after hours contact(s) if a problem is encountered receiving confirmation of "building secure" status after an attempt to set a building alarm following a re-check of all windows and doors to be closed and secured.
2. Only Contractor employees who have obtained a passing background and drug check shall be allowed to provide services in City buildings pursuant to this Agreement.
3. Contractor employees (including full time porter) working in the Justice Center shall be required to pass an additional police background check required by CJIS and to complete a mandatory online class after the first six months of working in the Justice Center, which online class must be repeated and completed annually thereafter. In the event of any changes made by CJIS requirements with respect to the authority of people to work in areas where confidential criminal justice information may be accessible, Contractor and its employees will conform to such revised requirements.
4. The summer program porter working with kids at the Recreation Center and Aquatics Center will be required to pass the additional police background check.
5. Required key and access card control process and procedures:
  - a. Contractor's supervisor(s), account manager and porter(s) are the only Contractor employees allowed to take access cards and janitorial closet keys offsite.
  - b. Contractor employee's access badges and janitorial closet keys for nightly cleaning are to be secured in key box in the janitorial office at 13333 Senlac Drive. Building keys will be issued to Contractor's employees nightly by Contractor's supervisor and returned to secured box nightly. Only Contractor's supervisor(s) and account manager may possess the key to the lock box containing building keys.
  - c. The building keys located in a lock box in one janitorial closet per building will be taken out and returned nightly. Access cards and keys for the Justice

Center are to be picked up at the public jail window and returned to the same location after work is completed. The jail maintains an authorized Contractor janitorial employee list. Any person not on said list shall not be allowed to perform work in the Justice Center.

- d. Facilities Management can request a complete audit of all keys and access cards with upon 48-hour notice.
  - e. All lost keys and/or access cards are to be reported immediately through email to [cfb-facilities@farmersbranchtx.gov](mailto:cfb-facilities@farmersbranchtx.gov).
6. In the event a City authorized repair contractor is on site performing work in a building during the time Contractor is working, the following procedure shall be followed:
- a. Both the Contractor and the repair contractor will be required to secure the building doors and arm the alarm panel when their work is completed.
  - b. There is no requirement to make the other contractor aware of the other's presence, nor is it encouraged.
  - c. Both the Contractor and the repair contractor shall be required to make sure their employees are aware of this procedure.
7. Any items discovered by Contractor's employees that are lost or misplaced by City employees or citizens shall be handled using the following procedure:
- a. Place on the nearest desk to where the item is found.
  - b. Take a picture of the item on the desk.
  - c. Email picture with a description of what was found and where it was found to Facilities Management.

**F. Damage, Theft, Illegal or Inappropriate Conduct**

- 1. Contractor shall be responsible for repairing or replacing, to the satisfaction of Facilities Management, any damage caused by any willful or negligent act of its employees. Contractor is also liable for any theft proven to be either committed by Contractor's employees made possible by willful or negligent action of its employees. Facilities Management reserves the right to remove Contractor employees from City building based on the severity of the acts committed by the Contractor's employee.

2. Contractor must reimburse any costs incurred by Facilities Management due to illegal or inappropriate conduct by Contractor's employees. Such costs shall include, but are not limited to, the following:
  - a. Re-keying or restoring of locks; service charges levied by security alarm vendors, law enforcement agencies, or security companies in response to false alarms;
  - b. Payments to law enforcement agencies or security companies for investigations of conduct that prove Contractor's employee's inappropriate or illegal conduct;
  - c. Replacement costs of items missing or damaged, due to Contractor's employee's conduct;
  - d. Damages to property due to misuse of cleaning chemicals and cleaning equipment;
  - e. Facilities Management reserves the right to remove a Contractor employee from any building based on the severity of the acts committed by the Contractor employee.

#### **G. VCT Floors**

1. All VCT floors shall be maintained without the accumulation of dirt in the corners and/or scuff marks throughout. Floors should be free from discoloration or build-up throughout the building and under desks, chairs, sinks, and other furnishings. All floors shall be swept free of debris and litter daily.
2. VCT floors must be stripped down and refinished annually. The Recreation Center, Service Center and Justice Center must be done semi-annually.
3. Contractor's chosen floor finish material must provide a long-lasting appearance and meet the slip resistance requirements of Underwriters' Laboratories or other approved testing agency. Finish or sealer materials shall not discolor light-colored floor materials and shall not have an objectionable odor. Facilities Management needs to approve products used prior to any use on VCT floors.
4. The VCT work described above will not be performed by City's prior contractor before the Start Date.

#### **H. Porter Service**

1. Full Time Porter shall be assigned to service City Hall, Recreation Center, Senior Center, Aquatics Center, Library and Justice Center on Monday through Friday, from 8:00 a.m. until 5:00 p.m.

2. Summer Fun Shine Program Porter shall provide porter services in coordination with City's summer program involving 300 kids on site daily at the Recreation Center and Aquatics Center from June thru August, 40 hours week from 10:00 am until 7:00 p.m.
3. Annual City Event Porter Service shall be provided for the following events:
  - a. Independence Day Celebration, which usually occurs on July 3<sup>rd</sup>: requires approximately 5 hours of service requiring both a male and female porter.
  - b. Bloomin' Bluegrass Festival, which is a two-day festival-type concert event held in October: requires approximately 17 hours of service requiring a male and female porter.
  - c. Halloween in the Park, a community-wide event usually occurring the Saturday prior to Halloween: requires approximately 6 hours of service requiring a male and female porter.
  - d. Recreation Center Open House usually occurs in December: requires approximately 4 hours of service.
4. Outside of the scope of special request porter service for events: Costs to be billed on an hourly rate with a minimum hours requirement in accordance with the rate schedule in Exhibit "B" and separately invoiced from the other services provided pursuant to this Agreement.
5. All Porters and Supervisors must be able to communicate effectively in English both orally in writing.

**I. Meeting Room Setup Function - Table and chair set up for meeting and events**

Contractor shall provide meeting room set up services as follows:

1. Set up services shall be provided on call as needed with work to be performed between 7:00 a.m. and 10:00 a.m. and/or between 4:00 p.m. and 7:00 p.m.
2. Average weekly set ups are 28 individual room set ups of varying sizes based on an annual average.
3. Set ups may include a separate trip to tear down the event during the hours specified in paragraph 1, above.
4. An email or online form system is required to be established by Contractor to provide a means for individual areas to request meeting set up/ tear downs to the Contractor.

5. Meeting setup/teardowns require a two-business day notice.
6. Direction and communication will be conducted solely with City's respective Building Operations Managers or designee.
7. The meeting setup coordinator must be able to communicate effectively in English both orally in writing.

**J. Quality Control**

1. Contractor must implement quality control systems and standard operating procedures that can be demonstrated and proven.
2. Contractor supervisor(s) must perform spot checks on a daily and weekly basis to ensure the scope of work is accomplished to meet industry cleaning standards and otherwise conforms to the minimum standards set forth in this Agreement.
3. City employees will report all janitorial issues via an online system, which will also be emailed to Contractor.
4. Facilities Management staff will monitor and inspect buildings as needed to ensure Contractor is performing in accordance with this Agreement and to ensure Contractor continuously maintains an acceptable appearance of all areas to Facilities Management's satisfaction.

**K. Staffing and Other Staff Requirements**

1. Contractor is required to have experienced, trained and competent employees who have sufficient knowledge and training in performing the cleaning requirements set forth in this Scope of Services.
2. Contractor's supervisor(s) must be on duty seven (7) nights per week to perform:
  - a. Quality control;
  - b. Work in supervisory capacity and not perform cleaning functions;
  - c. Verify all buildings are secured, building alarms set and lights off; and
  - d. Issuing and collecting access badges and keys to janitorial staff each night.
3. One hour of safety and cleaning training must be conducted monthly.

4. Contractor's employees shall not be inside City buildings prior to the Entry Time shown in Section I.D. of this Scope of Services or during business hours unless performing official business with City.
5. Janitorial staff must be verified as Contractor's employees.
6. Contractor's employees must communicate with Facilities Management for any needs outside of Contractor's schedule cleaning time schedule.
7. All Contractor employees are required to wear a photo identification badge supplied by Contractor while working in City buildings or on City property.
8. All Contractor employees are required to wear uniforms and maintain a clean, untattered appearance appropriate to the environment while working in City buildings or on City Property.
9. Earbuds are only permitted during non-operational hours in City buildings. All other use of personal electronics is prohibited while working in City buildings.
10. Contractor's employees are required to be cooperative with law enforcement.

**L. Janitorial Closets**

1. City-owned shelving is located in each janitorial closet and is deemed sufficient for janitorial storage needs.
2. A push button combination box with building keys is located in one janitorial closet in each City building.
3. Contractor shall not install additional shelving or bracket additions without prior review and approval from Facilities Management.
4. Contractor must maintain each janitorial closet in an organized and clean condition.

**M. Cleaning Supplies and Paper Products**

1. Only commercial/industrial cleaning supplies and paper products from a reputable supplier approved by Facilities Management will be used in performing services pursuant to this Agreement.
2. All disinfectants must be a detergent thickened and non-acid bowl and bathroom cleaner that effectively eradicate the HIV virus (chlorine bleach is not acceptable as a disinfectant).
3. Chlorine bleach will not be used or permitted to be stored in any City building.



4. Facilities Management can require changes to cleaning products and paper products if it can be shown a product is sub-par in quality, consistency or other factors affecting the safety, appearance or performance of the product.
5. All MSDS sheets for cleaning products must be provided to City. An MSDS book shall be maintained in each janitorial closet with respect to products used in the building in which the closet is located.
6. Cleaning supplies and paper product deliveries will be coordinated by the Contractor in order to not interrupt City employees. City employees will not be responsible for receiving or storing supplies and paper products at any time.
7. All paper products and soap are to be stocked appropriately for use in each building and should be timely serviced to prevent running out during the building operational hours.

**N. Required Reporting**

1. Contractor shall provide a nightly report summarizing the work performed at each building and any items needing to be noted. Specific information to be reported shall include:
  - a. If the work performed was all within scope of work then all that needs to be notated is "All duties performed per scope."
  - b. Attach or include picture of Jail cleaning sheet signed by Jail staff.
  - c. Note any discovered repairs needing to be performed to the building.
  - d. Note any work completed beyond scope.
  - e. Note any operational issues or problems.
  - f. Note any information that is relevant to Contractor's operations.
2. A list of all current Contractor employees with backup information verifying they are in fact Contractor's employees and have obtained a background check and drug testing shall be provided monthly.
3. Continual updating of copies of MSDS of all approved products stored and used in City buildings.
4. Contractor Staff Training documentation shall be provided monthly, including:
  - a. Outline of training class; and

- b. Attendance sheet with names and signature.
- 5. List of chemical products used in cleaning City buildings with brand and product name/model to be updated and provided as products change.
- 6. List of paper products and soap stocked in janitorial closets at each building updated as products and/or inventory changes, which will include the following information:
  - a. Brand
  - b. Make/model (if applicable)
  - c. Maximum inventory level
  - d. Re-order level

**O. Communication**

- 1. All email communication from Contractor to Facilities Management shall be directed to [cfb-facilities@farmersbranchtx.gov](mailto:cfb-facilities@farmersbranchtx.gov).
- 2. Contractor shall establish an email account for Facilities Management to communicate with Contractor and provide email addresses for all Contractor management and supervisors assigned to provide services under this Agreement so that Facilities Management may set up a group email to provide communication to all Contractor management assigned to this Agreement when desired.
- 3. All phone communication will be done through the Facilities Contract and Systems Manager or, in his absence, the Facilities Director.
- 4. All after-hours emergency calls will be via phone only to the cell phone of the Facilities Contract and System Manager or, in his absence, the Facilities Director.
- 5. Contractor shall designate a supervisor(s) who will be available via cell phone and email 24 hours a day and 7 days a week in the event of an emergency or any issue that should arise.
- 6. All emails sent to Contractor must be answered within 24 hours.

## **II. GENERAL CLEANING SCOPE FOR ALL BUILDINGS:**

**Note:** This Section II shall not be applicable to the Historical Park.

**A. Daily Tasks.** The following tasks shall be performed daily in all buildings.

1. Empty waste baskets and carry trash to pick up area, replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners empty recycling bins into large recycling receptacles at facilities.
2. Spot clean interior and exterior entranceway door glass, push plates and handles.
3. Clean both sides of partition glass using an approved window cleaner (Non-streaking, quick-drying, non-ammoniated glass cleaner).
4. Vacuum carpeted floor traffic lanes and common areas - spot and edge clean as needed.
5. Completely clean and disinfect restrooms, fixtures and bright work, restock dispensers, refill soap as needed.
6. Dust mop hard floors with a City approved chemically-treated dust mop.
7. Spot mop stains and spills; clean all mop splatter from all vertical surfaces.
8. Check office area carpet and clean as needed.
9. Take up all entry mats, clean under mat and clean/vacuum mat.
10. Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel or microfiber cloth.
11. Spot clean soiled walls and fixtures.
12. Clean conference room tables.
13. Place chairs neatly around table and room perimeter.
14. Clean exterior and interior of microwave and disinfect and wipe down counters and sinks in break rooms and kitchenettes.
15. Service clean and polish drinking fountains.
16. Service empty and clean exterior trash receptacles (at building entrances).
17. Clean all 1<sup>st</sup> floor windows inside and out in lobby and entryways areas.

**B. Weekly Tasks.** The following tasks shall be performed in every building once each week on a regularly scheduled day.

1. Dust low areas up to six feet in height including TV's mounted on walls (Dry dust only – No liquids).
2. Damp mop all hard surface floors; clean mop splatter on walls.
3. Surface clean carpets if needed.
4. Use shampoo system to remove large soil spots and dry carpet.
5. Disinfect all door handles.
6. Spot clean around wall switch plates, doors, doorframes and counters.
7. Wipe down vinyl and leather furniture.
8. Every Friday, dust and clean desk surfaces only if desk area has been cleared.
9. When cleaning desks or tables, the items located on desks or tables shall not disturbed, moved or thrown away, including any type of cup, whether disposable or non-disposable.
10. Vacuum carpeted office areas and spot and edge clean as needed.
11. Clean showcases/display cases when applicable.

**C. Monthly Tasks.** The following tasks shall be performed at last once each calendar month and schedule to be same calendar week within each month when reasonably possible.

1. Vacuum upholstered seating.
2. Dust all vertical and horizontal blinds.
3. Dust ledges and window sills located more than six feet above the floor.
4. Vacuum ceiling vents and air deflectors.
5. Dust, mop and spot clean stairs, railings, ledges and stairwells.
6. Machine scrub hard surface floors and apply finish.
- 7.

8. Detail vacuum corners and edges.
9. Clean accessible baseboards.
10. Clean interior windows which are located less than eight feet above the floor.

**D. Quarterly Tasks.** Not less than once each Calendar Quarter: detail clean all kitchens, kitchenettes, breakrooms and health rooms in buildings so equipped.

**E. Annual Tasks.** Not less than once during the Initial Term and each Renewal Term of this Agreement: machine strip hard surface floors (excluding wood floors)/clean grout in floor tile and reapply approved floor finish. (Recreation Center, Justice Center and Service Center floors are to be done semi-annually). Such annual tasks must be scheduled in coordination with Facilities Management and the respective building managers, when applicable.

### **III. BUILDING SPECIFIC INFORMATION AND CLEANING SCOPE**

**A. City Hall:** Estimated facility population and daily use. Number of employees 110, Number of visitors 50 per day.

1. Empty Recycling containers in office and printer areas – recycling dumpsters located in back dock. (Task)
2. Empty recycling containers in lobby and on 2<sup>nd</sup> floor by Council Study Session into recycling dumpsters located on back dock. (Task)
3. All Office Suites to be locked each night
4. Public meetings held after hours: City Council meetings two nights per month; Planning and Zoning meetings held twice per month; and Board of Adjustment meetings. No noise that disrupt meeting or work to be performed near or in meeting areas.
5. Daily vacuuming of high traffic areas with IVAC or comparable stand on vacuum (hallways, common areas in office suites)
6. Weekly clean and dust Council Chambers horizontal and vertical wood surfaces podium and tables. (Task)
7. Weekly perform extra cleaning of Council chamber interior doors and window glass. (Task)
8. Monthly completely clean vacuum and wipe down elevator doors and panels and detail clean stainless steel. (Task)

9. Weekly clean and maintain slate floor with a T3 scrubber or comparable scrubber to reduce cost to clean. (Task)

Commercial equipment shall be used throughout City Hall.

**B. Animal Adoption:** Estimated facility population and daily use. Number of employees 7, Number of visitors 20 per day.

1. Paper products shall be used to clean surface with OXIVIR Five 16 – Diversey Product disinfectant.
2. The floor is to be scrubbed not less than three (3) times each week using disinfectant with OXIVIR Five 16 and with SC 351 Scrubber or comparable scrubber to prevent cross contamination of pathogens. (Task)

Commercial equipment shall be used throughout this facility.

**C. Service Center and Utilities Field Office – Two separate buildings at same location:**

**Service Center:** Estimated facility population and daily use. Number of employees 68, Number of visitors 0 per day. Semi-annual machine strip hard surface floors (excluding wood floors) / clean grout in floor tile and reapply approved floor finish.

**D. Utilities Field Office:** Estimated facility population and daily use. Number of employees 17, Number of visitors 0 per day.

**E. Firehouse Theatre:** Estimated facility population and daily use. Number of employees 20, Number of visitors 14,000 per year.

1. Cleaned every Wednesday nights (52 nights) and on nights of theatre performances as scheduled (estimated 120 additional nights)
2. Monthly performance schedule will be provided one week prior to the 1<sup>st</sup> of each month. Performances are typically held Thursday, Friday, Saturday and Sunday.
3. Requirement to stock and leave surplus paper products in designated areas on performance service nights. (Task)
4. Stage or shop area not to be cleaned.

**F. Fire Administration:** Estimated facility population and daily use. Number of employees 12, Number of visitors 40 per week.

1. Office and meeting space

2. Empty recycling containers in office and printer areas – recycling dumpster is located by trash dumpster. (Task)

**G. Manske Library: Estimated facility population and daily use. Number of employees 20, Number of visitors 455 per day.**

1. Empty paper recycling in office and printer areas in recycling dumpster by rear entrance door. (Task)
2. Empty three recycling containers in lobby and downstairs in recycling dumpster by rear entrance door. (Task)
3. Monthly, completely clean, vacuum, and wipe down elevator doors and panels and detail clean stainless steel. (Task)
4. Daily vacuuming of high traffic areas with IVAC or comparable stand on vacuum (i.e., hallways, common areas in office suites).

Commercial equipment shall be used throughout this facility.

**H. Senior Center: Estimated facility population and daily use. Number of employees 8, Number of visitors 435 per day.**

1. Empty paper recycling containers in office and printer areas into recycling dumpster in rear storage area. (Task)
2. Empty recycling containers in public area into recycling containers in rear storage area. (Task)
3. Monthly perform cleaning of carpet/hot water extraction using a high-pressure extraction system. (Task)
4. Monthly perform deep cleaning of kitchens to include (Task):
  - a. Behind appliances
  - b. Scrub floor
  - c. Wall behind stove up to height of six feet (6.0')
  - d. All horizontal surfaces.

Commercial equipment shall be used throughout this facility.

**I. Justice Center:**

Police Side - Estimated facility population and daily use. Number of employees 100, Number of visitors 75 per day.

Courts Side - Estimated facility population and daily use. Number of employees 9, Number of visitors 300 per week.

1. Special background check and I-9 verification for Contractor's employees who will be working in building unescorted
2. Court Area contains approximately 3,000 sf
3. Semi-annual machine strip hard surface floors (excluding wood floors); clean grout in floor tile and reapply approved floor finish. (Task)
4. Police department office areas approximately 24,000 sf
5. Monthly detail cleaning of restrooms and showers, wash walls, partitions, machine scrub floors T300 scrubber or comparable equipment. (Task)
6. Jail area is approximately 10,000 sf:
  - a. Also includes requirement of full spray and scrub using disinfectant of cell area in preventing communicable disease issues. Disinfectant to be used (\*OXIVIR TB – Diversey Product). (Task)
  - b. A detail cleaning of each jail section required monthly. (Task)
  - c. Jail cleaning must be coordinated with jail staff to determine areas that cannot be cleaned due to activities and inmate population relocation. A janitorial check list must be signed by the Contractor's employees nightly identifying what was cleaned and sent to Facilities Management daily with the nightly report. Said report will be forwarded to the Jail Commander as a cross check will Jail staff responsibilities of making sure the Contractor's employees are allowed time to clean.

Commercial equipment shall be used throughout this facility.

**J. Recreation Center:** Estimated facility population and daily use. Number of employees 18, Number of visitors 300 per day. (Seasonal June through September Number of employees 20, Number of visitors 550 per day estimated during the summer months.)

1. Empty paper recycling containers in office and printer areas into recycling dumpster located in rear storage area behind the front reception desk.



2. Empty three recycling containers in public area into recycling containers in rear storage area. (Task)
3. Monthly, completely clean vacuum and wipe down elevator doors and panels and detail clean stainless steel. (Task)
4. Semi-annual machine strip hard surface floors (excluding wood floors); clean grout in floor tile and reapply approved floor finish. (Task)
5. Semi-annual cleaning of track area and gym with rubber floor in October and April. (Task)
6. Summer months have a children program with 300 kids on site Monday thru Friday.
7. Monthly detail cleaning of restrooms, showers: wash walls, partitions, machine scrub floors. (Task)
8. Fill shampoo, conditioner and lotion dispensers in locker rooms with product supplied by City. (Task)
9. Clean mats in gymnastic room and wipe down equipment with disinfected weekly. (task)
10. Clean gym basketball backboard glass weekly. (Task)
11. Pulastic floor ONLY cleaning (Track & gym floor) nightly wet cleaning with water and (\*Profi Floor Cleaner – Diversey Product) or cleaner designed specifically for Pulastic floors to be used once a week with a T300 scrubber or comparable scrubber using appropriate pad. (Task)
12. Inside track to be cleaned once a week and equipment to be moved by fitness staff. (Task)

Commercial equipment shall be used throughout this facility.

**K. Aquatics Center:** Estimated facility population and daily use. Number of employees 22, Number of visitors 500 per week (Seasonal June through September Number of employees 50, Number of visitors 27,000 estimated during the summer months.)

1. Main building and natatorium year-round; does not include ticket booth, concession area, and outside access restrooms.
2. Seasonal – beginning Thursday prior to Memorial Day weekend through Tuesday after Labor Day weekend – added cleaning areas are ticket booth, concession area, and outside access restrooms.

3. All mats on floors to be taken up and rinsed daily to allow for mopping. (task)
4. Monthly detail cleaning of restrooms, showers: wash walls, partitions, machine scrub floors. (Task)
5. Indoor pool tile (tile surrounding the pool) to be cleaned nightly following process and use of specified cleaner (\*Crew Clinging – Diversey Product hcl acid cleaner) for lime and hard water deposits to prevent calcium build up with the SC400 Scrubber/dryer or equivalent. (Task)

Commercial equipment **shall** be used throughout this facility.

**L. Historical Park:** Estimated facility population and daily use. Number of employees 10, Number of visitors 14,600 per year.

Services to be provided for seven (7) separate historical buildings at same location – specialized cleaning instructions due to the age of the buildings. This area does present some challenges such as limited janitorial closet space, two separate alarm panels and limited lighting at night.

**1. General:** (entire list = Task)

- a. Refer to General Specifications for All Buildings.
- b. Cleaning should be performed after 10:00 PM.
- c. Spray buff all lobbies and entrance areas.

**2. Church:** (entire list = Task)

- a. Dust entry table, lectern, organ, piano and stage table.
- b. Clean restroom.
- c. Empty trash and replace bag.
- d. Stock with supplies as needed.

**3. Commercial Kitchen:** (entire list = Task)

- a. Appliances: Clean exterior weekly.
- b. Microwave: Clean interior weekly.
- c. Refrigerator: Clean interior monthly.
- d. Sinks: Clean and sanitize.

- e. Floors: Sweep and mop.
- f. Restock supplies when needed.
- g. Trash receptacles: Empty and replace liners as needed.
- h. Countertops & Prep Areas: Clean and sanitize
- i. Restrooms: Clean mirror, clean and sanitize toilet and basin, Sweep and mop floor. Restock with supplies when needed.

**4. Dodson House:** (entire list = Task)

- a. Clean mirror.
- b. Clean table tops.
- c. Dust.
- d. Trash receptacles: Empty and replace liners as needed.
- e. Kitchen: Clean appliances interior and exterior weekly.
- f. Kitchen: Clean Refrigerator interior monthly.
- g. Kitchen: Clean and sanitize countertops, prep areas and sinks.
- h. Kitchen: Sweep and Swiffer.
- i. Restrooms: Clean mirror, clean and sanitize toilet and basin, Sweep and mop floor. Restock with supplies when needed.
- j. Offices: Upstairs restroom – clean and sanitize toilet, sink and basin. Stock with supplies if needed. Empty Trash and replace bags (under desks and in common areas. Vacuum.

**5. McKee:** (entire list = Task)

- a. Kitchenette: Clean and sanitize counter tops, prep areas and sinks.
- b. Kitchenette/Office and work area: Sweep and empty trash receptacles and replace liners as needed.

6. **Museum Store:** (entire list =Task)
  - a. Sweep floors daily.
  - b. Empty trash receptacles daily and replace liners as needed.
  - c. Clean glass front door and tables weekly.
  - d. Dust shelves and displays weekly
7. **School:** (entire list = Task)
  - a. Sweep floors daily.
  - b. Dust when needed.

#### IV. **DEFINITION OF TERMS:**

The following words and phrases shall have the following meanings as used in this Agreement unless the context indicates a different meaning:

**Buff:** Remove all marks using floor machine equipment with polishing pad to maintain floor luster.

**Carpet Extraction:** Shampoo carpeting using wet extraction machine method.

**Clean:** Remove all dirt, stains and marks with approved cleaner.

**Daily:** Work to be performed each and every day of the week.

**Damp Mop:** Remove all surface dirt and stains with mop and warm water containing detergent or floor cleaner as required.

**Damp Wipe:** Remove surface dirt with damp cloth.

**Disinfect:** To cleanse in order to destroy disease and germs.

**Disinfectant:** A germicidal cleaner for germ control.

**Dust:** Remove all loose dirt and debris. Specially treated cloths shall be used.

**Facilities Management:** City's Fleet and Facilities Director or designee.

**Machine Strip:** Remove all surface dirt, stains, and wax with warm water, floor cleaner or germicidal disinfectant; dry with vacuum or mop.

**Missed Task:** A specific task described in the Scope of Services that was not completed in a building in either multiple locations or a large area substantially in the manner required or by the time required. By way of illustration only, (1) Trash cans not emptied in an entire building or in multiple areas throughout the building, or (2) An entire bathroom is not cleaned. One missed office trash can on a single occasion will not constitute a Missed Task, but multiple failures to empty the same office trash can may result in a Missed Task designation.

**Mop:** Remove all surface dirt and stains with a mop and warm water containing floor cleaner or germicidal disinfectant.

**One Day:** 24 clock hours

**Polish:** Machine polish or rub with dry cloth.

**Refinish:** Apply proper floor coating (wax on polish or sealer) and buff.

**Sanitize:** To cleanse free from dirt and bacteria.

**Scrub:** Remove all dirt, stains and marks with an approved cleaner using a floor machine equipped with scrubbing pad.

**Strip:** Remove all accumulation of old floor finish, all surface dirt, stains and marks. Rinse and dry.

**Sweep/Dust Mop:** Remove all loose dirt and litter with dustless-type sweeping tools on smooth concrete, tiled, and terrazzo floor; in places difficult to sweep, use hair floor brush or vacuum on other hard floors.

**Task:** A cleaning item described in this Scope of Services that has a defined cleaning interval such as daily, weekly, monthly, etc.

**Vacuum:** Remove all surface and embedded dirt, dust and debris using a vacuum cleaner.

**EXHIBIT “B”  
FEE SCHEDULE FOR SERVICES**

**Building Cleaning Service**

Animal Adoption Center	\$ 9,143.20
Aquatics Center	\$ 11,417.58
City Hall	\$ 75,172.19
Fire House Theatre	\$ 9,143.20
Fire Administration	\$ 9,148.95
Historical Park	\$ 13,693.58
Justice Center	\$ 56,349.14
Library	\$ 33,123.54
Recreation Center	\$ 72,633.91
Senior Center	\$ 28,607.90
Service Center	\$ 9,134.07
Utilities Field Office	\$ 2,543.37
Total	\$330,110.63 annually

**Porter Service**

Full time porter	\$ 28,330.39 annually
Summer porter – June through August	\$ 7,082.60 annually
Annual Event Porter Service	\$ 805.07 annually
Event Porter Service upon Request (per porter)	\$ 24.00 per hour

**Other**

Meeting and Event Setup Function -	Base Trip Charge	\$ 64.00
	Cost per table	\$ .75
	Cost per chair	\$ .25
Paper and Soap Products at Cost Plus handling percentage		15%