

STATE OF TEXAS §
§
COUNTY OF DALLAS §

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

RECITALS:

WHEREAS the City desires to engage the services of the Contractor as an independent contractor, and not as an employee, to provide the services described in Exhibit “A” (the “Scope of Services”) to perform full service janitorial services at the seventeen (17) City-owned facilities located in the City of Coppell, Texas identified in the Scope of Services (the “Services”); and

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

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

Article I

Term

1.1 The initial term of this Agreement shall be for an initial term commencing on October 1, 2022 (the “Effective Date”) and ending on September 30, 2023 (“Initial Term”); provided, however, that City shall have the right and option to extend the term for up to four (4) additional one (1) year terms by providing written notice to Contractor of the City’s election to extend the term hereof, such notice to be given not more than ninety (90) days prior to the expiration of the Initial Term.

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

Article II

Scope of Services

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

Article III Schedule of Work

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

Article IV Compensation and Method of Payment

4.1 Contractor will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services, not to exceed a total amount of Four Hundred and Seventy-One Thousand Four Hundred Seventy-Four Dollars and Seventy One Cents (\$471,474.71) for each term of the Agreement. Unless otherwise provided herein, payment to the Contractor shall be monthly based on the Contractor's monthly progress report and detailed monthly itemized statement for Services that shows the names of the Contractor's employees, agents, contractors performing the Services, the time worked, the actual Services performed, the rates charged for such Service, the total amount of fee earned to date and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such monthly statements within thirty (30) days after receipt and City verification of the Services and expenses unless otherwise provided herein.

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

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

Article V Devotion of Time; Personnel; and Equipment

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

5.2 To the extent reasonably necessary for the Contractor to perform the services under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Contractor may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be included as part

of the total compensation to be paid Contractor hereunder, and shall not otherwise be reimbursed by the City unless provided differently herein.

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

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

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

Article VI Miscellaneous

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

6.2 Assignment. The Contractor may not assign this Agreement.

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

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

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

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

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

of its Services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

6.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

Attn: Chief Procurement Office
Procurement Services
City of Coppell, Texas
255 Parkway Blvd.
Coppell, Texas 75019

With a copy to:

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

If intended for Contractor:

Entrust One Facility Services, Inc.
Attn: Lupe Fernandez
11142 Shady Trail
Dallas, Texas 75229

6.9 Insurance.

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

coverage with the exception of Automobile Liability Insurance and Workers Compensation Insurance; and (2) provide for at least thirty (30) days prior written notice to the City for cancellation of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. Contractor shall provide written notice to the City of any material change of or to the insurance required herein.

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

6.10 Indemnification.

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

MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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

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

[Signature Page to Follow]

EXECUTED this _____ day of _____, 2022.

CITY OF COPPELL, TEXAS

By: _____
Mike Land, City Manager

ATTEST:

By: _____
Christel Pettinos, City Secretary

EXECUTED this _____ day of _____, 2022.

ENTRUST ONE FACILITY SERVICES, INC.

By: _____

Name: _____

Title: _____

EXHIBIT “A”

SCOPE OF SERVICES

STATEMENT OF WORK

The City of Coppel is seeking a full service Janitorial & Cleaning contract to provide high quality general cleaning services and supplies to City of Coppel facilities. There are currently (17) facilities totaling approximately 216,500 square feet included in this Scope of Work. Vendor will provide all supplies and paper goods.

JANITORIAL SPECIFICATIONS
GENERAL CLEANING

COMMON AREAS/OFFICES/BREAKROOMS

Nightly services

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

Weekly Services

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

Monthly Services

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

Restrooms

Nightly Services

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

Weekly Services

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

Monthly Services

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

Special Daytime Services Needed:

Day Porters are required at the locations below.

The CORE requires (2) day porters with staggered schedules:

- 8:00am to 5:00pm Monday-Saturday (will respond to Library if needed on Saturday)
- 1:00pm to 10:00pm Monday-Friday (first two hours start at Library)

Town Center at 255 Parkway Blvd requires one porter:

- 8:00am to 5:00pm Monday-Friday (will also maintain 265 Parkway Blvd and Justice Center)

The Senior Center requires one porter:

- 8:00am to 5:00pm Monday-Friday (will also maintain Service Center and respond to calls at Rolling Oaks Memorial Center, the Tennis Center, and the Biodiversity Education Center (BEC))

***Janitor closets must be kept neat/clean. Material Safety Data Sheets for all materials must be kept inside janitor closet at all times. All cleaning equipment must be in working order at all**

times. Clean mop heads must be used in nightly activities. Contractor must provide all “GREEN” cleaning products and supplies.

PERSONNEL

This list must be provided prior to commencement of contract and must always be current. All employees of contractor working in City of Coppell facilities must always wear a photo I.D. card while performing duties on City property showing:

- ☐ Name of Firm
- ☐ Address and Phone Number of Firm
- ☐ Employees Current Photo or Janitorial Company Badge
- ☐ Employee Name

The supervisor/account manager shall be responsible for the conduct and performance of the contractor's employees and compliance with the following rules:

- ☐ Contractors employees appearing to be under the influence of alcohol or drugs, shall not be permitted in the building.
- ☐ No loud or boisterous conduct will be permitted.
- ☐ Contractors employees will not open desk drawers or cabinets at any time.
- ☐ Contractors employees are not to use or tamper with any office machines, equipment and City Employees' personal property at any time.
- ☐ Contractors employees are not to use City telephones at any time.
- ☐ Contractors employees are not allowed to smoke in City buildings.
 - ☐ Contractor employees must be able to speak and understand English fluently.

JANITORS: The contractor shall employ a sufficient number of experienced janitors to adequately perform all the specified duties and services. They shall become familiar with the schedule of cleaning within their assigned areas.

CONTRACTOR FURNISHED EQUIPMENT AND SUPPLIES:

Equipment: Space will be provided for all equipment supplied by the contractor which remains on the job site during the life of the contract. The equipment must be maintained in good operating condition and in sufficient quantities to adequately perform all services and available to the contractors' employees at all times. All equipment must be OSHA certified and/or meet all OSHA requirements. Supplies: All supplies furnished by the contractor shall be stored in the janitor closets located at each facility, and must be labeled in accordance with OSHA regulations. A penalty of \$100.00 per occurrence will be deducted from the contract amount when violations of OSHA standards are noted.

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

PENALTY FOR NON-COMPLIANCE: Should the Contractor fail to perform the required general specifications, a \$25.00 per occurrence penalty fee will be deducted from that month's payment and a copy of the violation forwarded to the Contractor's Supervisor.

LIST OF FACILITIES/CLEANING SCHEDULE

Location	Frequency	Hours
The CORE (Recreation Center) (50,000 sf.) 234 E Parkway	7 days/week (special detail)	After 10:00pm
Library (32,093 sq. ft.) 177 N Heartz	7 days/week (special detail)	5:00am-9:00am, Must be complete prior to 9:00am
Community/Senior Center (14,000 sq. ft.) 345 E. Bethel	6 days/week M-Sat (special detail)	After 8:00pm
Justice Center (25,000 sq. ft.) 130 Town Center Blvd	Court: M-F, Police: 7 days/week (special detail)	After 8:00pm
Town Center (33,000 sq. ft.) 255 Parkway Blvd	5 days/week	After 8:00pm
265 (20,733 sq. ft.) 265 Parkway Blvd	5 days/week	After 8:00pm
Service Center (15,000 sq. ft.) 816 S. Coppell Road	5 days/week	After 6:00pm
The Hangar (5,000 sq. ft.) 500 Southwestern	5 days/week	After 6:00pm
Animal Shelter (1,800 sq. ft. – not kennels) 821 S. Coppell Road	5 days/week	After 6:00pm
Tennis Center (1,000 sq. ft.) 950 Creekview Dr.	7 days/week	After 9:00pm
Arts Center Admin (2,000 sq. ft. – NOT theatre) 157 S. Moore Rd	1 day/week	Anytime
Columbarium and Pavilion (4,834 sq. ft.) 400 S. Freeport Pkwy	5 days/week	After 9:00pm
Biodiversity Education Center (4,000 sq. ft.) 345 S. Freeport Pkwy	5 days/week	After 6:00pm
Historical Buildings/Restrooms Corner of Coppell Rd/Bethel Rd	1 day/week	Anytime
Life Safety Park (7,500 sq. ft.) 816 S. Coppell Road	5 days/week	After 8:00pm

THE CORE – RECREATION CENTER
SPECIAL DETAIL

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

Gymnasium Floor: Dust Mop Nightly

Wet Mop with PH Neutral Cleaner Nightly

Scrub Quarterly

Aerobics Wood Floor:Dust Mop Nightly with Untreated Mop Head

Dust Mop with Waterless Cleaner Weekly

(Odorless mineral spirits/petroleum distillates)

*Never use a buffer or scrub/mop with water!

Rubberized Flooring

Fitness Area:

Vacuum Nightly

Wet Mop with PH Neutral Cleanser Nightly

Tile Floors:

Clean as per manufacturer's specifications, scrub quarterly

Running Track Floor: Clean as per manufacturer's specifications

Fitness Equipment Units: Wipe down nightly with designated cleaning solution.

Restrooms and Locker

Rooms:

Cleaned continuously throughout the day. Surveying and cleaning showers continuously, as needed. Scrub and disinfect showers nightly. Perform very detailed cleaning, monthly.

Special Daytime Services Needed:

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

- Monday-Sat 8:00am-5:00pm (will respond to Library if needed on Saturday)
- Monday-Fri 1:00pm-10:00pm (first two hours at Library location)

SENIOR AND COMMUNITY CENTER

SPECIAL DETAIL

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

Special Daytime Services Needed:

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

Monday-Friday 8:00am-5:00pm (will also maintain Service Center and respond to calls as needed at Rolling Oaks Memorial Center, Tennis Center, and BEC)

Nightly Services

Fitness Room:

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

Kitchen:

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

Craft Room/Game Room:

- Wipe down table and counter tops
- Sweep and mop floor

Activities Room/Game Room:

- Vacuum Floors
- Wipe Table Tops

Weekly Services

Kitchen:

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

Patio Area & Exterior of Facility:

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

TENNIS CENTER

SPECIAL DETAIL

Nightly Services

Trash Removal:	Remove trash and trash bags from all receptacles (indoor and outdoor) and haul all trash and bags to the Service Center dumpster. No trash or trash bags should be left at the Tennis Center overnight.
Restrooms and Locker Rooms:	Scrub and disinfect showers nightly. Perform very detailed cleaning, monthly

LIBRARY
SPECIAL DETAIL

Weekly Service:

- Dust all Library materials bookshelves

JUSTICE CENTER/POLICE DEPT.
SPECIAL DETAIL

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

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

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

Nightly Service:

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

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