

Memorandum

To: Lisa Agnor, City Manager
From: Jack Redmon, Director of Support Services
Date: October 2, 2015
Re: Extension Request #2 (**BID NO. 13-10 PUR/JANITORIAL**)
Hall & Hall Janitorial, Inc.

- 1) Hall & Hall Janitorial, Inc. of Marshall, Texas has requested an extension with no increase to the 2014-15 contract/agreement for bid number 13-10 PUR/JANITORIAL. The current contract agreement expires October 31, 2015 and allows for this final extension. The current contract/agreement in the amount of \$82,320.00 with Hall & Hall Janitorial, Inc. provides for specified cleaning services at the following City facilities:
 - 1) Marshall Public Library; 2) 'New' Police Complex; 3) 'Old' Marshall Police and Fire Complex; 4) Marshall Animal Shelter; 5) Marshall City Hall; 6) 'Old' City Hall Building; 7) Water Treatment Plant, City Garage Offices, Break Room and Warehouse; and 8) City Arena Complex.
- 2) Janitorial services for the Lions and Smith Community Centers has been provided previously in-house, with support from the Community Service Program through the State of Texas Probation Office. The Community Service Program wishes to continue to provide the support for janitorial service to the Community Centers.

RECOMMENDATION

It is my recommendation that the City Commission approve the extension request from Hall and Hall Janitorial, Inc. of Marshall Texas for a third annual period to provide janitorial services to specified city facilities as specified in the contract/agreement between the City of Marshall and Hall and Hall Janitorial, Inc. (Bid No. 13/10 PUR/JANITORIAL).

It is further recommended that janitorial service for the Lions and Smith Community Centers be handled in-house with support from the Community Service Program through the State of Texas Probation Office.

**STANDARD FORM OF AGREEMENT
BETWEEN THE CITY OF MARSHALL AND HALL AND HALL JANITORIAL, INC.
(Bid No. 13/10 PUR/JANITORIAL)**

(Extension #2)

THIS AGREEMENT is dated as of the 1st day of November in the year 2015 by and between the **City of Marshall** (hereinafter called OWNER) and **Hall and Hall Janitorial, Inc.** of the City of Marshall, County of Harrison, State of Texas (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

The PROJECT for the Work detailed under the Contract Documents (see Article 7 of this Agreement for items included in the "Contract Documents") is generally identified as following:

JANITORIAL SERVICES 2015-2016
Bid Reference Number: 13-10 PUR/JANITORIAL

City Site Locations: 1) Marshall Public Library; 2) 'New' Police Complex; 3) 'Old' Marshall Police and Fire Complex; 4) Marshall Animal Shelter; 5) Marshall City Hall; 6) 'Old' City Hall Building; 7) Water Treatment Plant, City Garage Offices, Break Room and Warehouse; and 8) City Arena Complex.

Article 2. CONTRACT TIME

2.1 The period of this contract extension shall be one year (November 1, 2015 thru-October 31, 2016). This is the final extension for this contract agreement.

Article 3. CONTRACT PRICE

3.1 OWNER shall pay the CONTRACTOR the total of **\$82,320.00** for the work performed under this Contract, plus or minus any approved extra work or change orders.

Article 4. PAYMENT PROCEDURES

4.1. Payment to CONTRACTOR will be as a monthly lump sum payment after satisfactory acceptance by OWNER, and receipt of invoice or other billing instrument used by CONTRACTOR.

Article 5. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this agreement CONTRACTOR makes the following representations:

5.1. CONTRACTOR has familiarized itself with the nature and extent of

the Contract Documents, Work to be performed, site, locality, tests, reports, and all local conditions, laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

- 5.2. CONTRACTOR has correlated the results of all such observations, investigations, explorations, test, reports and studies with the terms and conditions of the Contract Documents.
- 5.3. CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution by OWNER is acceptable to CONTRACTOR.

Article 6. MISCELLANEOUS.

- 6.1. ASSIGNMENTS: No assignments by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation moneys that may come due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may limited by law), and unless specifically stated to the contrary in any written consent to an assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 6.2. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 6.3. TERMINATION: OWNER may terminate the Contract by giving CONTRACTOR notice in writing. Upon delivery of such notice by OWNER to CONTRACTOR, CONTRACTOR shall discontinue all services in connection with the performance of the Contract and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Contract. As soon as practicable after receipt of notice of termination, CONTRACTOR shall submit a statement, showing in detail the services performed under this Contract to the date of the termination. OWNER shall then pay CONTRACTOR that portion of the prescribed charges which the services actually performed under this Contract bear to the total services called for under this Contract less such payments on account of the changes as have been previously made. All supplies, uniforms, nametags, keys or other property belonging to the City of Marshall shall be delivered to OWNER when and if this Contract is terminated.
- 6.4 CLEANUP:

CONTRACTOR shall at all times keep the job site free from materials, debris, and rubbish as is practicable and shall remove same from any portion of the job site when in the opinion

of the City's representative it becomes objectionable, interferes with the project or endangers the safety of the general public.

Upon completion of the work, CONTRACTOR shall remove from the site, all materials, tools and equipment belonging to him, and leave the site with an appearance acceptable to the City's representative. CONTRACTOR shall thoroughly clean all equipment and material installed by him and shall deliver over such materials and equipment in a clean and new appearing condition. Any area damaged or disturbed by CONTRACTOR outside of the City rights-of-way and easements shall be restored to original condition to the satisfaction of the property owner. A release from the property owner may be required. Restoration of all other areas outside actual construction shall be to original condition or as outlined in the General Scope of Work.

6.5 SUBCONTRACTING:

1. CONTRACTOR may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
2. CONTRACTOR shall not award any work to any subcontractor until CONTRACTOR submits to OWNER a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as OWNER may require.
3. CONTRACTOR shall be as fully responsible to OWNER for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
4. CONTRACTOR shall have a person, which is on his payroll and with the authority to make decisions, on site at all times.
5. Nothing contained in this Contract shall create any contractual relation between any subcontractor and OWNER. CONTRACTOR is an independent contractor.

6.6 PERMITS AND LICENSES: CONTRACTOR shall procure at his expense all permits and licenses necessary, pay all charges and fees and give all notices necessary and incident to the prosecution of the work. Fees, except for special licensing, such as Master Electrician, etc., will be waived for required City permits.

6.7 EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, sex, religion, national origin, or disability. Such action

shall include, but not be limited to the following: employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs, or terminations, rates of pay, or other forms of compensation, selection of training, including apprenticeship, and participating in recreational and education activities.

CONTRACTOR will in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR; state that all qualified applicants will receive consideration for employment without regard to race, color, sex, religion, national origin, or disability. CONTRACTOR will cause the foregoing provisions to be inserted in all subcontractors for any work covered by this contract. Such provisions shall not apply to contracts for standard commercial supplies or raw materials.

- 6.8 INSURANCE: Prior or with the execution of this Contract, and before CONTRACTOR begins work on this project, CONTRACTOR must provide the City with proof of insurance as defined in the Contract Documents.
- 6.9 SAFETY: CONTRACTOR shall comply with all Occupational Safety and Health Act (OSHA) standards and any other Federal, State or Local rules and regulations applicable to construction and/or maintenance activities in the State of Texas. City Safety Personnel or any supervisor may, but are not required to, order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk or loss for injuries or damage sustained as a result of a violation of these safety articles from CONTRACTOR to the City of Marshall. CONTRACTOR shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.

Article 7. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between the OWNER and CONTRACTOR concerning the work consist of the following:

- 7.1 Invitation to Bid
- 7.2 Instructions and General Terms
- 7.3 Bid Specifications
- 7.4 Bid Response/Proposal
- 7.5 Insurance Certificates Required by Bid Invitation
- 7.6 Bonds (if any) required by the Bid Invitation
- 7.7 Texas Workers' Compensation Commission Rule 28, §110.110

Executed on behalf of the CONTRACTOR by its owner shown below, and on behalf of the OWNER by its City Manager, or authorized representative, this agreement will be effective on:

The 1st day of November 2015.

OWNER:

CITY OF MARSHALL
PO BOX 698
MARSHALL, TEXAS 75671

By: _____
Signature

Lisa Agnor
Print Name

City Manager
Title

CONTRACTOR:

Name: _____

Address: _____

City: _____

By: _____
Signature

Print Name

Title

Approved as to Form and Legality this _____ day of _____, 20____.

Contractor's Seal (if incorporated)