

## Attachment I

### SERVICE AGREEMENT

#### Contractor

**ABM Janitorial Services – South Central, Inc.**

#### Supply Agreement No. SA

THIS Custodial Service Agreement (this "Agreement") is entered into by and between ABM Janitorial Services – South Central, Inc. (the "Contractor") and the City of Corpus Christi, a Texas home-rule municipal corporation (the "City") *by and through its duly authorized City Manager or designee* ("City Manager"), effective for all purposes upon execution by the City Manager.

WHEREAS Contractor has proposed to provide **Custodial Service for Police Department Main Building and Municipal Court, 321 John Sartain Street**, in response to **Bid Invitation No. BI-0161-13** in accordance with **Specification No. 1063**, dated **Revised 03/15/13** which is incorporated and attached as Exhibit A;

WHEREAS the City has determined Contractor to be the lowest responsible bidder;

NOW, THEREFORE, Contractor and City enter into this Agreement and agree as follows:

1. **Services.** Contractor will perform the Custodial Service for Police Department Main Building and Municipal Court, 321 John Sartain Street in accordance with **Specification No. 1063**.

2. **Term.** This Agreement is for twelve (12) months commencing on the date signed by the last signatory hereto and continuing for twelve months thereafter. The term includes an option to extend for up to two additional twelve-month periods subject to the approval of the Contractor and the City Manager or his designee ("City Manager").

3. **Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement including deductions for non-performance and authorizations for payment. All of Contractor's notices or communications regarding this Agreement must be directed to the Contract Administrator, who is **Police Maintenance & Operations Superintendent**.

4. **Independent Contractor.** Contractor will perform the services hereunder as an independent contractor and will furnish such services in its own manner and method, and under no circumstances or conditions may any agent, servant, or employee of Contractor be considered as an employee of the City.

**5. Insurance.** Before activities can begin under this Agreement, Contractor's insurance company(ies) must deliver a Certificate of Insurance, as proof of the required insurance coverages to the Contract Administrator. Additionally, the Certificate must state that the **Contract Administrator** will be given at least thirty (30) days' notice, by certified mail, of cancellation, material change in the coverages or intent not to renew any of the policies. The City must be named as an Additional Insured. The City Attorney must be given copies of all insurance policies within 15 days of the City Manager's written request.

**6. Assignment.** No assignment of this Agreement or any right or interest therein by Contractor is effective unless the City first gives its written consent to such assignment. The performance of this Agreement by Contractor is of the essence of this Agreement and the City's right to withhold consent to such assignment is within the sole discretion of the City on any ground whatsoever.

**7. Fiscal Year.** All parties recognize that the continuation of any contract after the close of any fiscal year of the City, which fiscal year ends on July 31 of each year, is subject to appropriations and budget approval providing for covering such contract item as an expenditure in said budget. The City does not represent that said budget item will be actually adopted, that determination is within the sole discretion of the City Council at the time of adoption of each budget.

**8. Waiver.** No waiver of any breach of any term or condition of this Agreement, or **Specification No. 1063**, or Contractor's bid offer to **Bid Invitation No. BI-0161-13** waives any subsequent breach of the same.

**9. Compliance with laws.** This Agreement is subject to all Federal laws and laws of the State of Texas. All duties of the parties will be performed in the City of Corpus Christi, Texas. The applicable law for any legal disputes arising out of this Agreement is the law of Texas and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.

**10. Subcontractors.** Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, Contractor must obtain prior written approval from the Building Maintenance Superintendent, Contract Administrator. In using subcontractors, Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of Contractor. All requirements set forth as part of this Agreement are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the services.

**11. Amendments.** This Agreement may be amended only by written Agreement duly authorized by the parties hereto and signed by the parties.

**12. Termination.** The City Manager may terminate this Agreement for Contractor's failure to perform the services specified in **Bid Invitation No. BI-0161-13** or **Specification No. 1063**. Failure to keep all insurance policies in force for the entire term of this Agreement is grounds for termination. The Contract Administrator must give Contractor 5 work days' written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.

Alternatively, City may terminate this Agreement upon 20 days' written notice to Contractor. However, City may terminate this Agreement on 24 hours' written notice to Contractor for failure to pay or provide proof of payment of taxes as set out herein.

13. **Taxes.** Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes, and all other related taxes according to Circular E Employer's Tax Guide, publication 15, as it may be amended. Contractor must provide proof of payment of these taxes within 30 days after payment is due. Failure to pay or provide proof of payment is grounds for the City Manager to immediately terminate this Agreement.

14. **Drug Policy.** Contractor must adopt a Drug Free Workplace Policy.

15. **Violence Policy.** Contractor must adopt a Violence in the Workplace Policy.

16. **Notice.** Notice may be given by fax, hand delivery, or certified mail, postage prepaid, and is received on the day faxed or hand delivered and on the third day after deposit if sent certified mail. Notice shall be sent as follows:

IF TO CITY:  
City of Corpus Christi  
Attention: Police Maintenance & Operations Superintendent  
P.O. Box 9277  
Corpus Christi, Texas 78469-9277  
FAX No.: (361) 826-3395

IF TO CONTRACTOR:

|                   |  |           |              |
|-------------------|--|-----------|--------------|
| Contractor Name:  | <u>ABM Janitorial Services – South<br/>Central, Inc.</u> |           |              |
| Contact Person:   | <u>Attn: Ron Peden</u>                                   |           |              |
| Address:          | <u>10521 Gulfdale</u>                                    |           |              |
| City, State, Zip: | <u>San Antonio</u>                                       | <u>TX</u> | <u>78216</u> |
| Fax No.:          | <u>866-502-4809</u>                                      |           |              |

17. **Month-to-Month Extension.** If the City has not completed the bidding process and awarded a new supply agreement upon expiration of the original contract period or any extension period, the Bidder shall continue to provide goods/services under this Agreement, at the most current price under the terms of this supply agreement or extension, on a month-to-month basis, not to exceed six months. This supply agreement automatically expires on the effective date of a new contract.

18. **Severability.** Each provision of the Agreement shall be considered to be severable and, if, for any reason, any such provision or any part thereof, is determined to be invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted.

19. **INDEMNIFICATION**

***CONTRACTOR SHALL TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS (INDEMNITEES) FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS AND CAUSES OF ACTION OF ANY NATURE ON ACCOUNT OF DEATH, PERSONAL INJURIES, PROPERTY LOSS OR DAMAGE OR ANY OTHER KIND OF DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH THIS CONTRACT OR THE PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER THE INJURIES, DEATH OR DAMAGES ARE CAUSED OR ARE CLAIMED TO BE CAUSED BY THE CONCURRENT OR CONTRIBUTING NEGLIGENCE OF INDEMNITEES, BUT NOT BY THE SOLE NEGLIGENCE OF INDEMNITEES UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR GROUP. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO INDEMNITEES AND PAY ALL CHARGES OF ATTORNEY AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING FROM ANY OF SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR SOONER TERMINATION OF THIS AGREEMENT.***

SIGNED this 27 day of June, 2013.

Contractor: ABM Janitorial Services – South Central,  
Inc.



Name: Ron Peden  
Title: Branch Manager

CITY OF CORPUS CHRISTI

\_\_\_\_\_  
Michael Barrera  
Assistant Director of Financial Services

Date: \_\_\_\_\_

Incorporated by Reference:

Exhibit A-1: Bid Invitation No. BI-0161-13 (Includes Specification No. 1063 Insurance Requirements).

Exhibit B: Bidder's Bid