

# DRIPPING SPRINGS RANCH PARK

## MAINTENANCE AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, and effective the \_\_\_\_\_ day of \_\_\_\_\_, 2021 between **the City of Dripping Springs, Dripping Springs Ranch Park, 1042 Event Center Drive, Dripping Springs, Texas 78620** and **Jani-King of Austin, 2523 South Lakeline Boulevard, Cedar Park, Texas 78613.**

WHEREAS, Client is desirous of the services of Jani-King for the purpose of keeping the building properly cleaned as outlined, (Exhibit A), and;

WHEREAS, Jani-King is in the business of providing maintenance and janitorial services under the trade name and style of "Jani-King" and desires to contract and agree with Client for the performance of said janitorial services to be further set out in this contract.

NOW THEREFORE, in consideration of the faithful performance of the services hereinafter specified, in the manner and at the times specified, the compensation to Jani-King to be set out in the Pricing Schedule attached hereto and the mutual covenants and agreements of the parties hereinafter set forth to be kept and performed to the mutual benefit of each of the parties, it is hereby contracted and agreed as follows:

### I.

Client agrees to furnish all equipment, tools and other paraphernalia necessary to the performance of the duties, said duties being to maintain the Named Areas in a neat and orderly condition as outlined in the Cleaning Schedule attached hereto. **Jani King to supply an auto scrubber.** Client warrants that the premises to be serviced are free of Asbestos, hazardous materials and/or holds Jani-King harmless from any and all liability for its personnel's exposure to such hazardous or harmful conditions, to the extent allowed by law.

### II.

In consideration of the faithful performance by Jani-King of the duties hereunder, Client agrees to pay Jani-King the total minimum sum of (See attached Pricing Schedule) per month on the first day of each month for the rendition of the immediate preceding months services during the term hereof. Credits for nationally recognized holidays were predetermined and given as part of the monthly charge herein. (Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas Day, New Years Day.)

### III.

It is expressly agreed that Jani-King is not and shall not be during the term hereof, employees of Client. Jani-King is an independent contractor and in this regard Jani-King will not be within the protection or coverage of Client's Workers Compensation Insurance. Client will not withhold Social Security, Federal or State Income Tax or other deductions made from the sums agreed to be paid to Jani-King; the same being contract payments, not wages.

### IV.

From time to time as the parties may agree, the amount to be paid by Client may be increased or decreased to reflect an increase or decrease in the area or space serviced and the kind, amount or frequency of services

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to be rendered. Such modifications shall be binding only if in writing and signed by both parties and attached hereto. In addition, Jani-King will charge Client a 3% price elevator beginning at the second anniversary of the contract and every anniversary thereafter.

### V.

It is agreed that Jani-King will select the personnel to perform its obligations hereunder. Client warrants, covenants, and agrees that during the term of this agreement and within one hundred and twenty (120) days after termination, Client will not employ any employees, representatives and/or franchisees of Jani-King. Jani-King warrants, covenants and agrees that during the term of this agreement and within one hundred and twenty (120) days after termination, it will not employ any employees, representatives and/or franchisees of Client.

### VI.

This agreement shall automatically terminate immediately if either party files a petition in bankruptcy or is adjudged bankrupt; institutes or suffers to be instituted any procedure in bankruptcy court for reorganization or rearrangement of its financial affairs; has a receiver of its assets or property appointed because of insolvency; or makes a general assignment for the benefit of creditors.

### VII.

The term of this agreement shall be for one (1) year from the date hereof and thereafter shall automatically be extended on the same terms and conditions until termination by one of the parties hereto. Client or Jani-King shall have the right to terminate this contract upon thirty (30) days written notice via certified mail to the other party.

### VIII.

It shall be Client's responsibility to calculate the area or square footage to be serviced and to advise Jani-King of such calculations. In the event the area or square footage to be serviced shall change for any reason, Client agrees to notify Jani-King thirty (30) days prior to any such change. Client warrants the calculations of area or square footage to be serviced shall be correct to the best of Client's knowledge. In the event the calculations of area or square footage reported to Jani-King are determined to be less than that actually serviced, then, in that event, Client shall immediately pay to Jani-King for all such shortages incurred to date and the calculation shall be deemed modified to include such shortages in area or square footage for future service.

### IX.

Any controversy or claim arising out of or relating to this contract, or any breach hereof, shall be settled in accordance with the law of the State of Texas and the Rules of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction thereof.

### X.

**Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict-of-Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government

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Code Chapter 176) and the Affidavit regarding Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270).

The Contractor must also fill out Form 1295, as required by the Texas Ethics Commission, and submit it to the City. The form may be found here: <https://www.ethics.state.tx.us/filinginfo/QuickFileAReport.php>

Assignment: Obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.

Notice: All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

If for the City:  
City of Dripping Springs  
PO Box 384  
Dripping Springs, TX 78620

If for the Contractor:  
Jani-King

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

CITY OF DRIPPING SPRINGS:

Jani-King:

Bill Foulds, Jr. Mayor



Date

Date

ATTEST:

Andrea Cunningham, City Secretary

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EXHIBIT A  
TO JANI-KING MAINTENANCE AGREEMENT  
Cleaning Schedule, Initial Clean, Pricing Schedule, Additional Cleans Option

Location(s) Where Services Will be performed:

Street: 1042 Event Center Drive
Ste. #
City: Dripping Springs
State: Texas
Building Name(s):



Cleaning Schedule

I. Weekly Cleaning

## DRIPPING SPRINGS RANCH PARK

### A. All Office Areas, Lobby

- All trash receptacles are to be emptied and trash removed to a collection point. (Liners to be furnished by Client.)
- Thoroughly dust all horizontal and vertical surfaces of counters, desks, file cabinets, table, chairs, windowsills, pictures, and all manner of office furniture.
- Vacuum all entryway and area rugs.
- Dust mop hard surface floors, taking care to get into corners, along edges and beneath furniture with treated dust mop.
- Damp mop hard surface floors, taking care to get into corners, along edges and beneath furniture.
- Thoroughly clean and dry polish entrance door glass.
- Spot clean partition glass for fingerprints and smudges.



Cleaning Schedule

## DRIPPING SPRINGS RANCH PARK

### I. Weekly Cleaning

#### B. Restrooms

- Stock towels, tissue, and hand soap. (To be furnished by Client.)
- Empty trash receptacles and damp wipe with a disinfectant. (Liners to be furnished by Client.)
- Clean and polish mirrors.
- Wipe towel cabinet covers and dispensers.
- Toilets to be cleaned and sanitized inside and outside. Polish bright work.
- Toilet seats to be cleaned and sanitized on both sides.
- Scour and sanitize all sinks. Clean countertops. Polish bright work.
- Shower to be cleaned and sanitized inside and outside. Polish bright work.
- Dust tops of mirrors and frames.
- Sweep/vacuum hard surface floors.
- Spot clean doors, walls, and partitions. Wipe underneath dispensers.
- Wet mop and rinse restroom floors with disinfectant.

Cleaning Schedule

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### I. Weekly Cleaning

#### C. Large Concession

- All trash receptacles are to be emptied and trash removed to a collection point. (Liners to be furnished by client)
- Clean and polish sinks. Polish bright work.
- Wipe down counters and stainless steel tables.
- Thoroughly clean exterior of appliances to present a neat appearance.
- Sweep or vacuum and damp mop floors, taking care to get underneath equipment.



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### Cleaning Schedule

#### II. Monthly Cleaning

##### A. All Named Areas

- Accomplish all high dusting not reached in the above mentioned cleaning.
- Thoroughly dust all blinds and window coverings.
- Remove fingerprints and marks from around light switches, doors and door frames.
- Vacuum heat and/or air vents.
- Clean all telephones using a disinfectant.



### Cleaning Schedule



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**III. Per Occurrence Cleaning**

A. Concession Plaza, Exhibit Hall, Main Event Room, Small Event Room, Landing, Hallways

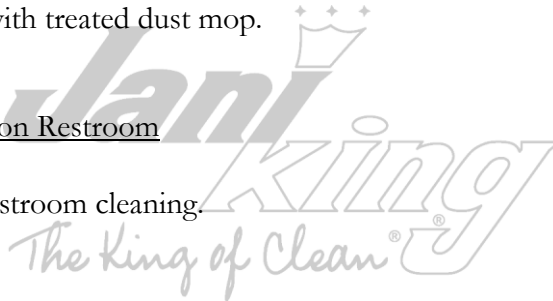
- Thoroughly sweep all hard surface floors, taking care to get into corners and along edges.
- Machine Scrub all hard surface floors.

B. Concession, Small Concession

- Clean and polish sinks. Polish bright work.
- Thoroughly clean all stainless-steel surfaces taking care to remove spills and fingerprints.
- Thoroughly clean exterior of appliances to present a neat appearance.
- Thoroughly sweep and damp mop all hard surface floors, taking care to get into corners, along edges and beneath furniture with treated dust mop.

C. Main Restroom, Expansion Restroom

- See provided scope for restroom cleaning.



Other Services

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1. Janitor closets, equipment and materials shall be kept in a neat, clean and orderly condition at all times.
2. Defective or inoperative building equipment shall be brought to the attention of Client such as:
  - a. Leakage or problem plumbing.
  - b. Defective lights or lighting.
  - c. Doors and/or gates not properly secured.
  - d. Other unusual circumstances that might affect the security, maintenance, or effectiveness of the facility.
3. Lights shall be left on or off and doors left shut or open, locked or unlocked according to Client's instructions.



**PRICING SCHEDULE**

_____ Client's Authorizing Signature	_____ Jani-King Signature
_____ Print Name/Title	_____ James Hunt/Account Executive Print Name/Title

Price to Clean Two (2) Days per Week  
**One Thousand Three Hundred Eighty Seven Dollars**  
**(\$1,387.00)**  
 MONTHLY  
 PLUS SALES TAX

**EVENT PRICING**

(PER OCCURRENCE SCOPE)

- A. Vendor Hall \$216.00
- B. Concession Plaza/Bleacher Area Front Lobby/Hallway \$200.00
- C. Main Event Room \$237.50
- D. Small Event Room \$156.00
- E. \$25.00 Main Concession, \$25.00 Small Concession
- F. Main Restrooms/Expansion Restrooms \$50.00 ea.

**Note: E & F. are priced only during an event when A/B/C/or D are performed.**

ADDITIONAL CLEANS OPTION

By authorizing below, the following services will be performed for the additional fee listed below for each service (tax not included):

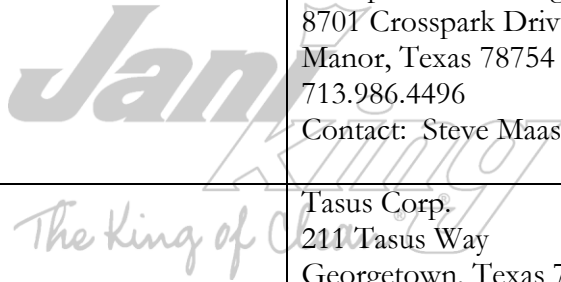
Carpet Extraction	\$.12-.19 per square foot (\$150 minimum) or \$	Initial To Authorize _____
Strip, reseal and refinish tile floors	\$.30-.45 per square foot (\$175 minimum) or \$	Initial To Authorize _____
Top Scrub and Recoat finished floors	\$.15-.25 per square foot (\$125 Minimum) or \$	Initial To Authorize _____
Machine Scrub Ceramic Tile - Restrooms	\$.12-.20 per square foot (\$150 Minimum) or \$	Initial To Authorize _____
Grout Cleaning	\$.40-.60 per square foot (\$175 minimum) or \$	Initial To Authorize _____

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Product Description	Stock No.	Quantity	Client Price	2/7/2020
<b>LINERS</b>				
24 x 33 Black Liners 16 gal	03-0052	1000	48.93	
33 x 40 Clear Liners 33 gal	03-0017	500	60.85	
40 x 46 White Liners 45 gal	03-0043	100	28.04	
38 x 58 White Liners 60 gal	03-0045	100	33.58	
24 x 33 Clear Liners (high density) 12-16gal	03-0012	1000	36.70	
40 x 46 Clear Liners (high density) 45 gal	03-0013	250	51.87	
38 x 60 Clear Liners (high density) 60 gal	03-0011	200	56.36	
38 x 58 Plastuff Clear Liners (THICK) 60 gal	03-0093	100	50.39	
<b>PAPER PRODUCTS</b>				
Cottonelle ultra soft	18-2456	48rolls/cs	61.66	
Scott toilet tissue 2 ply	18-0020	80 rolls/case	124.26	
Optima toilet tissue 2 ply	18-0545	80 rolls/case	63.12	
US 450 Toilet Tissue 2 Ply	18-0070	96 rolls/case	62.48	
Jr. Jumbo Toilet Tissue (9")	18-0215	12 rolls/case	51.72	
Scott White Multi-Fold Towels	19-0015	4000/case	84.98	
US 4000 white multi folds	19-0204	4000/case	42.66	
US 4003 Brown Multi-Fold Towels	19-0210	4000/case	34.57	
Scott C-Fold Towels	19-0020	2400/case	74.49	
Scott Kitchen Roll Towels	19-0040	30/rolls/case	55.40	
Toilet Seat Covers	18-0069	2500 sheets	56.36	
Tampons	17-0015	500/case	100.00	
Maxi Pads (4")	17-0020	250/case	71.12	
Livi 2-ply Facial Tissue	18-0009	30 boxes/cs	41.62	
Waxed Liner Bags (Sanitary receptacle)	17-0045	250/case	40.22	
<b>DEODORANTS/SOAPS</b>				
Bowl Blocks	34-0010	12/box	34.43	
Urinal Blocks	34-0005	12/box	22.30	
Urinal Screens Clean Check Brand	34-1002	10/box	33.92	
Urinal Screen with para Block	34-0030	12/box	45.62	
800 ml Soap refills Pink Lotion	44-0275	each	6.26	
Pink Lotion Soap (Gallon)	44-0001	each	10.07	
Champion 7oz. Metered Air Freshener	any 7 oz. Can	each	9.27	
Champion 7oz. Metered Air Freshener	any 7 oz. Can	12/case	96.75	

**REFERENCES**

<p>Austin Telco Credit Union (23 locations- servicing over 18 years)              8929 Shoal Creek Blvd              Austin TX 78757              512.302.5555 x343              Contact: Kathleen Miller</p>	<p>Austin Regional Clinics (3 locations)              P.O. Box 26726              Austin TX 78755              512.419.0707              Contact: Perry Mouser/Bronwyn Lowe</p>
<p>Wellmed (18 locations)              13376 Research #110              Austin, TX 78750              512.402.4642              Contact: Sandra Hutchings</p>	<p>Under Armour HQ              211 Walter Seaholm Drive #200              Austin TX 78701              512.7884531              Contact: Sam/Kimble</p>
<p>Central TX Council of Governments              180 N Main Street              Belton TX 76513              254.770.2221              Contact: Sue Jordan</p>	<p>Pain Management Consultant              101 W. Koenig Lane              Austin TX 78751              512.406.0158              Contact: Joel Haro</p>
<p>City of Lago Vista              5803 Thunderbird              Lago Vista, TX 78645              512.267.1155              Contact: Sandra</p>	<p>Geospace Technologies              8701 Crosspark Drive              Manor, Texas 78754              713.986.4496              Contact: Steve Maas</p>
<p>Giorgio Armani              3939 S IH 35 Ste. 1230              San Marcos TX 78666              512.393.3060</p>	<p>Tasus Corp.              211 Tasus Way              Georgetown, Texas 78626              512.869.7766              Contact: Tracy Jackson</p>



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REFERENCES

<p>Advance Pain Care                  2000 S Mays Street                  Round Rock TX 78664                  512.244.4272                  Contact: Ganesh Ramoutar</p>	<p>Northwest Hills Surgical Hospital                  6818 Austin Center Blvd                  Austin TX 78731                  512.583.8972                  Contact: Cullen Scott, CEO</p>
<p>A/X Armani Exchange                  3939 S IH35 #205                  San Marcos, Texas 78666                  Contact: Maryann Paniagua</p>	<p>Scholastic Book                  7219 S IH35                  Robinson, Texas 76706                  254.523.3021                  Contact: Caroline Scarborough</p>
<p>Bartlett's                  2408 W. Anderson Ln.                  Austin TX 78757                  512.451.7333                  Contact: Eric</p>	<p>Delta Centrifugal Corp                  3402 Center St.                  Temple, Texas 76501                  254.733.9055                  Contact: Krista Culp</p>
<p>Clear Correct                  21 Cypress Creek Blvd. Ste. 1180                  Cedar Park, Texas 78665                  713.234.1088                  Contact: Becky Gardner</p>	<p>Carus Dental (19 Locations)                  12174 N Mopac Expressway #C                  Austin, Texas 78758                  512.371.1222                  Contact: Robin Bassett</p>
<p>Austin Proper Hotel Residence                  2020 Nueces                  Austin, Texas 78701                  801.589.8701                  Contact: Chef Ray</p>	

