

**THE STATE OF TEXAS §**  
**§**  
**COUNTY OF TARRANT §**

**CITY OF MANSFIELD  
CONTRACTOR AGREEMENT**

THIS AGREEMENT (Agreement) is entered into by and between the City of Mansfield (hereinafter called OWNER) and Service First Janitorial, (hereinafter called CONTRACTOR).

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

**ARTICLE 1.  
WORK.**

CONTRACTOR hereby agrees to perform the work in accordance with the Contract Documents (as hereinafter defined in Article 7), which is generally identified as following:

**Janitorial Services for City Owned Buildings (Work)**

**ARTICLE 2.  
CONTRACT TERM.**

The CONTRACTOR agrees to commence Work within \_\_\_\_\_ days of the Effective Date of this Agreement. The initial term of this Agreement shall be for twelve (12) months from the Effective Date.

The Agreement, at the OWNER’s option, may renew for three (3) additional twelve (12) month periods.

**ARTICLE 3.  
CONTRACT PRICE.**

OWNER shall pay CONTRACTOR the prices indicated in the Contract Documents. Any additional work performed, when previously authorized in writing by OWNER, shall be paid based on the quantity price quoted in the Contract Documents.

**ARTICLE 4.  
PAYMENT PROCEDURES.**

Payment to CONTRACTOR will be subject to satisfactory completion of authorized, Work, in OWNER’s sole discretion, and within thirty (30) days of OWNER’s receipt of invoice or other billing instrument used by CONTRACTOR. All charges are to be less sales tax, as OWNER is tax exempt.

**ARTICLE 5.**  
**CONTRACTOR'S REPRESENTATIONS.**

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 and 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, tests, 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.

5.4. CONTRACTOR acknowledges that OWNER has relied on the representations under this Article 5 in executing this Agreement.

**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 be 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 this Agreement by giving CONTRACTOR ten (10) days' notice in writing. Upon delivery of such notice by OWNER to CONTRACTOR, CONTRACTOR shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, CONTRACTOR shall submit a statement, showing in detail the services performed under this Agreement to the date of the termination. OWNER shall then pay CONTRACTOR that portion for which the services actually performed under this Agreement that have not previously been paid. Copies of all completed designs, plans and specifications prepared under this Agreement shall be delivered to OWNER when and if this Agreement is terminated.

#### 6.4 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 that is on his payroll and with the authority to make decisions, on-site at all times.
5. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and OWNER. CONTRACTOR is an independent contractor.

6.5 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.

6.6 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 educational 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 subcontracts for any work covered by this Agreement. Such provisions shall not apply to contracts for standard commercial supplies or raw materials.

6.7 INSURANCE: CONTRACTOR shall, at its own expense, purchase, maintain and keep in force during the term of this Agreement such insurance as set forth in the Contract Documents. CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained all the insurance required under the Contract Documents and such insurance has been approved by OWNER, nor shall the CONTRACTOR allow any subcontractor to commence work on its own subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided

under this Agreement shall be written on an "occurrence" basis. The insurance requirements shall remain in effect throughout the term of this Agreement.

**6.8 INDEMNIFICATION.** *CONTRACTOR agrees to indemnify and hold OWNER, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought and suffered by any person or persons, to the extent caused by CONTRACTOR's breach of any of the terms or provisions of this Agreement, or by any other negligent act or omission of CONTRACTOR, its officers, agents, associates, employees or subcontractors, in the performance of this Agreement; and in the event of joint and concurrent negligence of both CONTRACTOR and OWNER, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to OWNER under Texas law and without waiving any defense of the Parties under Texas law. The provisions of this Paragraph are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.*

6.9 VENUE: The obligations of the parties to this Agreement are performable in Tarrant County, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Tarrant County, Texas.

6.10 WARRANTY: All parts and Labor will be warranted for a minimum of 1 (one) year from the date of completion.

6.11 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 Mansfield. 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 2021-41-18-01, including all Attachments;
- 7.2 CONTRACTOR's Bid Response; and
- 7.3 This Agreement.

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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

OWNER:

City of Mansfield

1200 E. Broad Street

Mansfield, Texas 76063

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

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

CONTRACTOR:

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

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

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

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)