

ATTACHMENT III - EXTENSION

STANDARD FORM OF AGREEMENT BETWEEN THE CITY OF MANSFIELD AND CONTRACTOR

THIS AGREEMENT is dated as of the _____ day of _____ in the year _____ by and between the City of Mansfield (hereinafter called OWNER) and _____, of the City of _____, County of _____, 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:

Street Sweeping Services Contract.

Article 2. CONTRACT TIME.

- 2.1. This contract extension will be for a twelve (12) month period effective the date of award, subject to the terms herein.
- 2.2. This contract extension represents the 4th (forth) of 4 (four) available contract extensions.

Article 3. CONTRACT PRICE.

- 3.1. OWNER shall pay CONTRACTOR the prices in CONTRACTOR's quote plus additional work performed when authorized by OWNER. Additional work shall be paid based on the square footage quoted for the facility where the work is to be performed.

Article 4. PAYMENT PROCEDURES.

- 4.1. Payment to CONTRACTOR will be after satisfactory completion of schedule cleaning or OWNER authorized cleaning and 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.

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 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.

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 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. Copies of all completed designs, plans and specifications prepared under this Contract shall be delivered to OWNER when and if this Contract is terminated.
- 6.4 SUBCONTRACTING:

Any SUBCONTRACTOR work must be approved by the CITY in writing prior to any work by SUBCONTRACTOR being performed. Justification for using a SUBCONTRACTOR should accompany the notification.

- 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 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 subcontracts for any work covered by this contract. Such provisions shall not apply to contracts for standard commercial supplies or raw materials.
- 6.7 INSURANCE: Within ten (10) days of execution of this Contract, and before CONTRACTOR begins providing this service, CONTRACTOR must provide OWNER with proof of insurance as defined in the Contract Documents.
- 6.8 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 Original Invitation to Bid
- 7.2 Original Bid Specifications and CONTRACTOR'S Response
- 7.3 Insurance Attachment
- 7.4 Current Insurance Certificate (completed by CONTRACTOR'S insurance agent/broker)
- 7.5 Updated Attachments A, B, C, and D
- 7.6 Completed and executed Standard Form of Agreement

Executed on behalf of the CONTRACTOR by its owner shown below, and on behalf of the OWNER by its Public Works Director, 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: _____

Bart VanAmburgh
(Print Name)

Public Works Director
(Print Title)

Recommended By:

CONTRACTOR:

Name: Sweeping Services of Texas, Operating L.P.

Address: 9000 Trinity Blvd

City/State: Fort Worth Texas

Zip: 76053

By: 

Ronnie Kendrix
(Print Name)

General Manager
(Print Title)

Seal (If Corporation)

Attested By:

(Signature)

Howard Redfearn
(Print Name)

Environmental Manager
(Print Title)

(Signature)

(Print Name)

(Print Title)

ATTACHMENT C

TYPE	SURFACE	SWEEP FREQ	TOTAL SWEEP MILES
RES	A2LC	2	54.25
RES	A4LC	2	2.24
RES	C2L	2	600.66
RES	C4L	2	3.83
RES	C4LD	2	2.02
MAJOR	A2LC	12	5.61
MAJOR	A4LC	12	69.12
MAJOR	A5LC	12	16.60
MAJOR	A5LCD	12	18.41
MAJOR	C2L	12	359.50
MAJOR	C2LD	12	120.24
MAJOR	C4L	12	120.24
MAJOR	C4LD	12	1007.02
MAJOR	C6LD	12	4.10

Key

Asphalt has NO curb, unless noted with "C" 663 Total RES

A2LC Asphalt Two-Lane with Curb

A4LC Asphalt Four-Lane with Curb

A5LC Asphalt Five-Lane with Curb

1720.84 Total Major

Concrete has curb, unless noted with "NC"

C2L Concrete Two-Lane

C4L Concrete Four-Lane

C4LD Concrete Four-Lane Divided

C5L Concrete Five-Lane

C6LD Concrete Six-Lane Divided

TYPE	SWEEP FREQ	COUNT	Total
Bridge Overpass	2	4	102 Intersections
Bridge Underpass	2	2	
Intersection	2	11	
Intersection One Turn	2	11	
Intersection Two Turns	2	2	
Intersection Three Turns	2	1	

Intersection Four		
Turns	2	6
Center Turn	2	13
Wide Shoulder	2	1

SWEEP MILES is total for annual contract. CONTRACTOR to verify actual miles. Digital GIS files can be made available for use by CONTRACTOR.

ATTACHMENT D

Road Type	Description	Cost per curb mile	Frequency	Annual Cost
1. Residential	Sweep curbs on both sides	<u>\$73.18</u>	2	<u>\$48,518.34</u>
2. Major	Sweep curbs on both sides, medians, turn lanes, etc...	<u>\$29.81</u>	12	<u>\$51,298.24</u>
3. Intersection	Detail of turn lane islands, center turn lanes, bridge crossings, etc...	<u>\$124.69</u>	2	<u>\$12,718.38</u>
4. Unscheduled	Sweep areas as needed (hours)	<u>\$135.52</u>	(bid as hourly rate, min 2 hours)	