

EXHIBIT

"A"

**CITY OF ROUND ROCK
AGREEMENT FOR PURCHASE OF
HIGH RAFTER CLEANING SERVICES
WITH
GCA SERVICES GROUP**

THE STATE OF TEXAS

CITY OF ROUND ROCK

COUNTY OF WILLIAMSON

COUNTY OF TRAVIS

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§
§

KNOW ALL BY THESE PRESENTS:

This Agreement is for purchase of high rafter cleaning services at certain City of Round Rock facilities, and for related goods and services, and is referred to herein as the "Agreement." This Agreement is made and entered into on this the 1 day of the month of APRIL, 2019, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664, referred to herein as the "City," and GCA SERVICES GROUP, whose offices are located at 11651 Plano Road, Suite 200, Dallas, Texas 75243, referred to herein as the "Services Provider." This Agreement supersedes and replaces any previous agreement between the named parties, whether oral or written, and whether or not established by custom and practice.

RECITALS:

WHEREAS, City desires to purchase services for high rafter cleaning in certain City facilities and to purchase associated goods and services, and City desires to purchase same from Services Provider; and

WHEREAS, City is a member of the BuyBoard Cooperative Purchasing Program ("Buy Board") and Services Provider is an approved BuyBoard vendor; and

WHEREAS, City desires to purchase certain services and related goods as set forth herein in from Services Provider through BuyBoard Contract #564-18; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Services Provider whereby City is obligated to buy specified goods and/or services and Services Provider is obligated to sell specified goods and/or services. The Agreement includes Service Provider's Proposal (attached as Exhibit "A") and any other exhibits, addenda, and/or amendments thereto.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods and Services** mean the specified services, supplies, materials, commodities, or equipment.

F. **Services Provider** means GSA Services Group or any successors or assigns.

2.01 EFFECTIVE DATE; TERM

A. This Agreement shall be effective on the date it has been signed by both parties hereto, and shall remain in full force and effect unless and until it expires by operation of the term stated herein, or until terminated or extended as provided herein.

B. The term of this Agreement shall be from the effective date hereof through June 30, 2021.

C. Prices shall be firm for the duration of this Agreement. No separate line item charges shall be permitted for invoicing purposes, including but not limited to equipment rental, demurrage, costs associated with obtaining permits, or any other extraneous charges.

D. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

Service Provider's Proposal is set forth in Exhibit "A," which together with this Agreement comprise of the total Agreement as if repeated herein in full.

4.01 SCOPE OF WORK

Services shall satisfactorily provide for high rafter cleaning as described in Exhibit "A." Services undertakings shall be limited to performing services for the City and/or advising City concerning those matters on which Services Provider has been specifically engaged. Services Provider shall perform its services in accordance with the Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

5.01 COSTS

City shall pay Service Provider in accordance with the prices set forth on Exhibit "A." The City shall be authorized to pay the Services Provider an amount not to exceed **One Hundred Fifty-Three Thousand Six Hundred Seventy-Two and No/100 Dollars (\$153,672.00)** for the term of the Agreement.

6.01 INVOICES

All invoices shall include, at a minimum, the following information:

- A. Name and address of Services Provider;
- B. Purchase Order Number;
- C. Description and quantity of items received; and
- D. Delivery dates.

7.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may effect such termination by giving Services Provider a written notice of termination at the end of its then-current fiscal year.

8.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Services Provider will be made within thirty (30) days of the date City receives goods under this Agreement, the date the performance of the services under this Agreement are completed, or the date City receives a correct invoice for the goods or services, whichever is later. Services Provider may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Services Provider, a contractor, subcontractor, or supplier about the goods delivered or the service performed that cause the payment to be late; or
- B. There is a bona fide dispute between Services Provider and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- C. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- D. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

9.01 GRATUITIES AND BRIBES

City may, by written notice to Services Provider, cancel this Agreement without incurring liability to Services Provider if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Services Provider or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Services Provider may be subject to penalties stated in Title 8 of the Texas Penal Code.

10.01 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Services Provider's charges.

11.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

If Services Provider cannot provide the goods as specified, City reserves the right and option to obtain the products from another supplier or suppliers.

12.01 INSURANCE

Services Provider shall meet all of City's insurance requirements set forth on the City's website at:

https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf

13.01 CITY'S REPRESENTATIVE

City hereby designates the following representatives authorized to act in its behalf with regard to this Agreement:

Chad McDowell
General Services Director
212 Commerce Cove
Round Rock, Texas 78664

(512) 341-3191
cmcdowell@roundrocktexas.gov

14.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

15.01 DEFAULT

If Services Provider abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Services Provider agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Services Provider shall be declared in default of this Agreement if it does any of the following:

- A. Fails to make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- C. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

16.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Services Provider.

B. In the event of any default by Services Provider, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Services Provider.

C. Services Provider has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Services Provider, Services Provider 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 and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Services Provider shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Services Provider that portion of the charges, if undisputed. The parties agree that Services Provider is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

17.01 INDEMNIFICATION

Services Provider shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Services Provider, or Services Provider's agents, employees or subcontractors, in the performance of Services Provider's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Services Provider (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

18.01 COMPLIANCE WITH LAWS, CHARTER, ORDINANCES AND PROGRAMS

A. Services Provider, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. Services Provider acknowledges and understands that City has adopted a Storm Water Management Program (SWMP) and an Illicit Discharge Ordinance, Sections 14-139 through 14-152 of the City's Code of Ordinances, to manage the quality of the discharges from its Municipal Separate Storm Sewer System (MS4) and to be in compliance with the requirements of the Texas Commission on Environmental Quality (TCEQ) and the Texas Pollutant Discharge Elimination System (TPDES). The Services Provider agrees to perform all operations on City-owned facilities in compliance with the City's Illicit Discharge Ordinance to minimize the release of pollutants into the MS4. The Services Provider agrees to comply with of the City's stormwater control measures, good housekeeping practices and any facility specific stormwater management operating procedures specific to a certain City facility. In addition, the Services Provider agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.

C. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott

Israel during the term of this contract. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not boycott Israel and will not boycott Israel at any term of this Agreement.

19.01 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

20.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated herein; or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Services Provider:

GCA Services Group
Mark S. DeMoussett
11651 Plano Road, Suite 200
Dallas, TX 75243

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO:

Stephen L. Sheets, City Attorney
309 East Main Street
Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Services Provider.

21.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

22.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Services Provider and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

23.01 DISPUTE RESOLUTION

City and Services Provider hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

24.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

25.01 MISCELLANEOUS PROVISIONS

Standard of Care. Services Provider represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Services Provider understands and agrees that time is of the essence and that any failure of Services Provider to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Services Provider shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Services Provider's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Services Provider shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, City and Services Provider have executed this Agreement on the dates indicated.

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

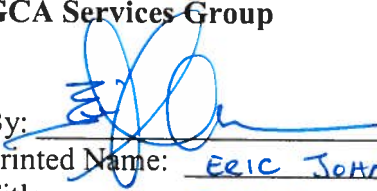
Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

GCA Services Group

By:  _____
Printed Name: ERIC JOHNSON
Title: VP OPERATIONS
Date Signed: 4/3/19



QUOTE

Quote delivered via: e-mail

DATE March 5, 2019

EXPIRATION DATE June 3, 2019

Mark DeMoussett

713-539-8676

mdemoussett@gcaservices.com

Prepared for: City of Roundrock
221 E. Main Street
Round Rock, TX 78664

ATTN: Oscar Wise

Cleaning Services Requested:
Buy Board Contract # 564-18 (Facility Maintenance and Operations Services)
Rafter and High Cleaning
RRSC
CMRC
Police Department

All prices below subject to state and local taxes at applicable rate

ITEM DESCRIPTION	36 months	Price per	TOTAL PRICE
High Rafter Cleaning for Round Rock Sports Center (RRSC)	2	\$33,696.00	\$ 67,392.00
High Rafter Cleaning for Clay Madsen Rec Center (CMRC)	3	\$16,081.00	\$ 48,243.00
1) Gym/Basketball court			
2) Two (2) Mezzanines			
3) Four (4) Racquetball Courts			
4) Lobby			
High Rafter Cleaning - CMRC - Pool Room	1	\$7,125.00	\$ 7,125.00
High Rafter Cleaning - (PD) "Sally Port" and Small Garage	3	\$10,304.00	\$ 30,912.00

ABM TO PROVIDE ALL LABOR, SUPERVISION AND MATERIALS

SUBTOTAL (without tax) \$ 153,672.00

FOR SAFETY - ABM WILL BLOCK OFF AREA WHERE WORK IS TO BE PERFORMED

PLEASE NOTE: WORK CANNOT BE PERFORMED WITHOUT WRITTEN APPROVAL

To accept this quotation, sign here: _____

Date: _____

Purchase Order # _____

If approved, please email to: Mark.Demoussett@abm.com

THIS ESTIMATE IS GOOD FOR 45 DAYS. CUSTOMER RESPONSIBLE TO INSPECT AND APPROVE WORK UPON COMPLETION AND TO SIGN OFF THAT WORK WAS COMPLETED SATISFACTORILY. IF NOT SATISFACTORY, CORRECTIONS OR ADJUSTMENTS WILL BE MADE IMMEDIATELY BY ABM. WORK NOT INSPECTED UPON COMPLETION WILL BE CONSIDERED ACCEPTABLE TO CUSTOMER. ANY DELAYS IN STARTING OR COMPLETING JOB CAUSED BY CUSTOMER WILL BE BILLED IN ADDITION TO AMOUNT QUOTED. ANY VARIATION OF WORK QUOTED, OR ADDITIONAL WORK REQUIRED AT TIME OF SERVICE WILL BE BILLED IN ADDITION TO AMOUNT QUOTED.

THANK YOU FOR YOUR BUSINESS!

Exhibit "A"

High Rafter Cleaning for Round Rock Sports Center (RRSC)
2400 Chisholm Trail
Round Rock, Texas 76861
(GCA Services Group)

Annual cleaning shall consist of: All labor, supervision, equipment and supplies to clean and remove dust/debris from ceiling area, lighting, dividers, monitors and rafters. This shall also include certified mechanical lift operators.

Everything above the main arena wood floor and upper level seating sections shall be wiped down and cleaned. Floors must be cleaned each day after high ceiling/rafter cleaning.

To include:

- 1) 12 overhead volleyball net systems and motors/cables
- 2) 18 overhead basketball hoop systems and motors/cables
- 3) Roll-Up divider curtains and motors
- 4) 12 -60" Television screens and support brackets
- 5) ALL roof structure support beams (horizontal, vertical, and cross)
- 6) All Light fixtures, to include globe lights & vertical pedestal lights
- 7) HVAC ductwork
- 8) Audio speakers and support brackets
- 9) Facility banners and support brackets

TIME RESTRICTIONS:

Exact work hours and days must be scheduled with the RRSC Operations Manager.

Aerial floor primary hours:

Monday-Friday

Beginning at 10PM - Completed by 2PM the following afternoon

Court surface primary hours:

Monday-Friday

Beginning at 2PM – Completed by 4PM the same day

The Court surface shall be dust mopped and/or wet mopped

*PLEASE NOTE:

Estimated size of 'arena bowl' is 62,400 square feet. Estimated height of bowl is 32 feet from floor to bottom of first rafter.

- i. Aerial scissor lift will be provided by the RRSC, if necessary. All aerial work performed shall meet OSHA standards for safety requirements, worker protection/safety, etc. GCA has stated that they have certified mechanical lift operators and shall use proper measures to protect the floor at all times.
- ii. To complete the work more quickly, GCA may choose to utilize their lift along with RRSC's lift. Therefore, the exact model information of GCA's lift must be given to Brian Stillman in advance. For any lift other than RRSC's in-house Genie 3232, Brian will determine the appropriate floor covering(s) required and approve or disapprove the lift before use.
- iii. GCA's lift shall be in compliance with RRSC's Weight Bearing rules as outlined below.
 - A. Weight Bearing for the court surface:
 - If GCA's lift weighs less than 4,000 pounds, it may operate on RRSC gym floor with only a protective covering of Masonite between the lift wheels and RRSC's floor surface.
 - If GCA's lift weighs more than 4,000 pounds, it may only operate on RRSC gym floor using the RRSC's covering of ¾ plywood on top of the Masonite

Exhibit "A"

High Rafter Cleaning for Clay Madsen Rec Center (CMRC)
1600 Gattis School Road
Round Rock, TX 78665

Annual cleaning shall consist of: All labor, supervision, equipment and supplies to clean and remove dust/debris from ceiling area, walls, lighting and lighting apparatus, and rafters. Ceiling/High cleaning work shall include certified mechanical lift operators. Floors must be cleaned after high ceiling/rafter cleaning. Work hours are limited, will consist of overnight cleaning, and shall be coordinate with CMRC staff.

- 1) Gym/Basketball court:
 - a. (15,750 sq. ft.) – To be cleaned once a year:
 - b. Cleaning includes: Rafters, hard metal duct work, 12 basketball hoop systems, 32 light fixtures, and metal wall panels
 - c. Special care must be taken to protect the gym floor and the track padding around the court floor.
- 2) 2 (two) Mezzanines:
 - a. To be cleaned once a year
 - b. Access to the mezzanines is limited, and crew will access the mezzanines via permanent ladder in an enclosed space.
- 3) 4 (four) Racquetball Courts:
 - a. To be cleaned once a year
 - b. Cleaning includes: hand wiping with damp microfiber cloth on hard surface board and dried to prevent smudging or any cleaning residue
 - c. Care must be taken to protect the court flooring from mechanical lift equipment if utilized.
- 4) Lobby:
 - a. To be cleaned once a year
 - b. Cleaning includes: cathedral ceiling, vertical drop wall and ledge, metal vents, and Light apparatus (light apparatus has a very hot track)
 - c. Limited access to ceiling area over light apparatus.
- 5) Pool room:
 - a. (7,500 sq. ft.) – To be cleaned once every 2 years, after the pool has been emptied.
 - b. Cleaning includes: Ceiling/rafters, hard and soft HVAC duct work, metal wall panels, and light fixtures.
 - c. GCA must work closely with CMRC to determine dates and times for pool room ceiling cleaning. Pool shall be cleaned after high ceiling/rafter cleaning in pool room.
 - d. Special care must be taken to protect the pool room floor and the pool itself from equipment damage if utilizing mechanical lift equipment.

**High Rafter Cleaning for Police Department's (PD) "Sally Port" & Small Garage
2701 North Mays
Round Rock, TX 78664**

Cleaning shall occur approximately twice a year and shall include: All labor, supervision, equipment and supplies to clean and remove dust/debris from ceiling area, lighting, walls, and rafters. HVAC ductwork shall be hand-wiped. This shall also include certified mechanical lift operators. Floors shall be cleaned after high ceiling/rafter cleaning.

- 1) Sally Port – 325 ft x 57 ft = 18,525 sq ft
- 2) Small garage – appx. 500 sq ft

Vendor's employees must be conscious of police vehicles arriving and departing at any time and must be able to shift equipment and people quickly so as not to disrupt or interrupt the flow of traffic. Facility maintenance manager will coordinate with the Police Department if vehicles need to be moved, or if sections of the parking area need to be closed off for cleaning. There will be no access to the rafters in the caged in areas due to security. The Vendor will need to clean the caged areas with extensions to the best of their ability.



ABMIND3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (404) 923-3700 USI Insurance Services LLC 3475 Piedmont Road NE, Suite 800 Atlanta, GA 30305-2886		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):	
INSURED GCA Services Group, Inc. an ABM Industries Incorporated Company 4151 Ashford Dunwoody Road, Suite 600 Atlanta, GA 30319		INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A: ACE American Insurance Company			22667
		INSURER B: ACE Property and Casualty Ins. Co.			20699
		INSURER C: Indemnity Insurance Company of North America			43575
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** 14210288**REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$1,000,000 SIR <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		XSLG71211137	11/01/2018	11/01/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		ISAH25269147	11/01/2018	11/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 25,000		XOOG27910865004	11/01/2018	11/01/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 OTHER \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	WLRC65438707	11/01/2018	11/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: 2701 N Mays Street; 2400 Chisolm Trail Rd.; and, 1600 Gattis School Rd., Round Rock, TX
City of Round Rock and its officers, employees, and elected officials are included as additional insured under general liability and automobile liability as required by written contract with the Named Insured. If required by the written contract or agreement with said additional insureds, this insurance shall be primary insurance to any other insurance available to said insured covering the same loss. Such other insurance available to said additional insureds shall be excess to and non-contributing to this insurance. Waiver of subrogation applies in favor of additional insured as respects general liability, automobile liability and workers compensation as required by written contract. Thirty (30) days written notice of cancellation or non-renewal shall be given to the additional insured(s) in the event of cancellation of the general liability, automobile liability, workers compensation and umbrella policy(ies).

CERTIFICATE HOLDER**CANCELLATION**

City of Round Rock
221 East Main Street
Round Rock, TX 78664

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured ABM Industries Incorporated			Endorsement Number 1
Policy Symbol ISA	Policy Number H25269147	Policy Period 11/01/2018 TO 11/01/2019	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies Insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
AUTO DEALERS COVERAGE FORM**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.



Authorized Representative

**ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured ABM Industries Incorporated			Endorsement Number 2
Policy Symbol ISA	Policy Number H25269147	Policy Period 11/01/2018 TO 11/01/2019	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.


THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.



Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Named Insured ABM Industries Incorporated			Endorsement Number 6
Policy Symbol XSL	Policy Number G71211137	Policy Period 11/01/2018 to 11/01/2019	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

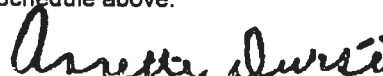
This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Person or Organization: Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



Authorized Agent

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured ABM Industries Incorporated			Endorsement Number 5
Policy Symbol XSL	Policy Number G71211137	Policy Period 11/01/2018 to 11/01/2019	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

Schedule

Organization

Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.

Additional Insured Endorsement

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss and is primary (subject to satisfaction of the "retained limit"), meaning that we will not seek contribution from the other insurance available to the Additional Insured. Your "retained limit" still applies to such loss, and we will only pay the Additional Insured for the "ultimate net loss" in excess of the "retained limit" shown in the Declarations of this policy.



Authorized Representative

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

Named Insured ABM Industries Incorporated			Endorsement Number 7
Policy Symbol XSL	Policy Number G71211137	Policy Period 11/01/2018 TO 11/01/2019	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract required a CG2037 equivalent and was executed prior to the date of loss.	All locations where you perform work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to

Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

Named Insured ABM Industries Incorporated			Endorsement Number 8
Policy Symbol XSL	Policy Number G71211137	Policy Period 11/01/2018 TO 11/01/2019	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract required a CG2010 equivalent and was executed prior to the date of loss.	All locations where you are performing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

MS-60394 (11/17)

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Workers' Compensation and Employers' Liability Policy

Named Insured ABM INDUSTRIES INCORPORATED 4151 ASHFORD DUNWOODY RD., STE 600 ATLANTA GA 30319	Endorsement Number
	Policy Number
Policy Period 11-01-2018 TO 11-01-2019	Symbol WLR Number C65438707
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	Effective Date of Endorsement 11-01-2018
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Representative