

ARLINGTON PUBLIC SCHOOLS

PROCUREMENT OFFICE

2110 Washington Blvd., Arlington, VA 22204 • Phone: (703) 228-6123 • Fax: (703) 841-

www.apsva.us

Subject:

Amendment No. 2 to Contract #31FY19-1 - Industrial Cleaning & Restorative

Services

Charmay, Inc. dba Service Master NCR 7551 Fordson Road, Alexandria, VA 22306 Attn: Mr. Chris Coffin, Director of Production

Email:

By mutual agreement, Contract #31FY19-1 is renewed effective December 01, 2021 through November 30, 2022, at (a) existing prices or (b) the revised rate schedule (attached). This is the second (2nd) of four (4) renewals, with two (2) renewals remaining. All other terms and conditions shall remain unchanged.

ACCEPTANCE:

ARLINGTON PUBLIC SCHOOLS		CHARMAY, INC. DBA SERVICE MASTER NCR							
Authorized Signature:	Javis weld	Authorized Signature:	1						
Printed Name and Title:	David J. Webb, C.P.M. Procurement Agent	Printed Name and Title:	CHRIS COFFI.	DIRECTOR OF PRODUCTION					
Date:	December 15, 2021	Date:	25 CC0361	2021					



Arlington Public Schools

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Agreement

Contract Title: Industrial Cleaning & Restorative Services

APS and the Contractor, having given adequate consideration, agree that the Contractor will perform the Work to assist APS in accordance with the Contract which shall consist of the following documents: all of which are incorporated into and are part of the Contract, and which, in the event of a conflict, shall be given precedence in the order listed, with any Amendment or Modification having precedence over preceding provisions. In the event of a conflict within a Contract Document at the same level of precedence, that provision requiring the higher quality of performance or quantity shall prevail. In the event of a conflict which is not resolved by the foregoing, the Owner shall determine the provision having precedence.

- 1 Agreement #31FY19-1 and all modifications properly incorporated into the Agreement
- 2 Attachment A- Scope of Work
- 3 Attachment B- Fee Schedule
- 4 Attachment C- Contractor Certification Regarding Criminal Convictions
- 5 Attachment D- Non-Disclosure and Data Security Agreements
- 6 Attachment E- Contract Terms and Conditions
- 7 Attachment F- Special Terms and Conditions
- 8 Attachment G- Certificate of Insurance
- 9 Attachment H- School Listing

The following are incorporated by reference:

- 10 The Request for Proposal (RFP) documents, and
- 11 The Proposal Response from the Contractor

1. Definitions:

All words and terms shall have the meanings and terms assigned to them in the Contract Documents, unless a different meaning is clear from the context.

2. Contract Term:

2.1 The initial term of this Contract shall commence on the date the Contract is fully executed by the APS Procurement Director/Purchasing Agent and expiring on the last day of the twelfth (12th) month following execution of the Contract by the APS Procurement Director/Purchasing Agent, unless otherwise terminated as provided in the Contract Documents. This duration shall be referred to as the "Contract Term".

- 2.2 This Contract may be renewed for a term not to exceed one (1) year by written notice given by APS at any time prior to thirty (30) Days after expiration of the preceding term. APS, at its sole discretion, has the right, but is under no obligation, to exercise this right to renewal not to exceed four (4) additional one-year periods at the same terms and conditions for a maximum cumulative duration of five (5) years. ("Renewal Contract Terms").
- 2.3 The Contract unit prices will remain firm for the Contract Term. Unit price increases for Renewal Contract Terms shall only be considered by the Purchasing Agent upon receipt of a written request from the Contractor substantiating to the satisfaction of the Purchasing Agent increased cost of performance over the preceding Contract Term/Renewal Contract Term. Any increases approved by the Purchasing Agent shall be limited to an amount not to exceed the percentage of movement of the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, US City Average (CPI-U) [Series ID CUUR0000SA0] for the twelve (12) month period ending three (3) months prior to end of the expiring Contract Term/Renewal Contract Term. The Contract unit prices changed as a result of this formula will become effective on the commencement date of the Renewal Contract Term and shall be binding on the Contractor for the ensuing Renewal Contract Term.
- 2.4 Unless directed otherwise by APS, any Work in progress at the time of expiration of a Contract Term/Renewal Contract Term may continue and be completed under the terms of the Contract in existence at the time the Purchase Order for the Work was issued, but must be completed no later than six (6) months following expiration of the Contract T/Renewal Contract Term in which the Purchase Order was issued.
- 2.5 All funds for payments by APS under any Contract awarded are subject to the availability of an annual appropriation for this purpose by the APS. In the event of non-appropriation of funds by the APS for the goods or services provided under the Contract, APS will terminate the Contract, without termination charge or other liability to APS, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. APS will endeavor to provide reasonable Notice of such termination, but no formal notice of such termination is required of APS, and APS shall not order any goods or services to be provided after such termination date.
- 2.6 APS has the right to terminate this Contract for convenience at any time, or for default, all pursuant to the provisions of the Terms and Conditions.

3. Direction to Proceed:

For each specific task to be performed by Contractor under this Contract, the Procurement 3.1 Director/Purchasing Agent will issue a Purchase Order. The Purchase Order will define the location of the Work to be performed and will define or, where specific definition cannot be provided, will estimate, the scope of the Work to be performed, the dates within which that Work is to be performed, and the price for that Work (collectively "Purchase Order Work"). A sample Purchase Order form is attached as Attachment F. Contractor shall not commence any Work until a written Purchase Order has been issued by the Procurement Director/Purchasing Agent, and if it does so APS will be under no obligation to make payment for any Work performed prior to the issuance of the required Purchase Order. No employee or agent of APS other than the Procurement Director/Purchasing Agent or his properly authorized designee has authority to make any purchases or otherwise bind APS contractually. If a Purchase Order is issued by anyone other than the Procurement Director/Purchasing Agent, it shall be the responsibility of the Contractor to confirm the authority of that person to bind APS. Provided, however, if the Contractor has received from the Procurement Director/Purchasing Agent prior written confirmation of a person's authority to bind APS, the Contractor may rely upon all Purchase Orders issued by that person within the scope of the stated authority as authorized.

1.3 Specialized training.

All training shall comply with Federal, State, Local and OSHA requirements. The Contractor
must maintain a current log of all employees who have completed the training and make records
available to the APS upon request.

C. OPERATIONAL REQUIREMENTS

A. Estimating Software:

Contractor must use estimating software to outline the specific items necessary to restore the property.

Acceptable estimate software:

1. Xactimate

B. Uniforms:

1. All personnel are required to wear a uniform and photo identification card, both of which shall clearly identify personnel as employees of the Contractor. This requirement shall apply upon entering APS property and at all times while on duty. The Contractor will provide the uniforms to all personnel working in the facility.

C. Consulting Services:

1. Contractor's staff must be available for consultation with APS staff on an as-needed basis between 8:00 A. M. and 5:00 P.M., Monday through Friday.

D. Quarterly Meetings:

1. APS reserve the right to schedule quarterly meetings at no additional cost to APS, APS will provide a 30 days' notice.

E. Project Progress Communication

1. During assigned work with APS, Contractor shall provide project progress communications in brief bulled format by the COB the next day.

END OF SCOPE OF SERVICES

Attachment B

Fee Schedule

	Unit		lar Hours st/Unit	After Hours Cost/Unit	DURING . HOURS	AFIEL
Water/Sewage Damage	1 100 1	1-1	3323233333	221241223733444		
Emergency Service Call	EA	П	\$ 120.52	\$180.79	127.02	190.55
Equipment setup, take down, and monitoring	HR	П	\$ 43.46	\$62.27	45.80	65.63
Haul debris - per pickup truck load	EA	П	\$ 111.90	\$111.90	117.94	117.94
Personal protective equipment	EA	П	\$ 16.09	\$16.09	16.95	16.55
Equipment decontamination	EA	П	\$ 28.28	\$28.28	29.80	29,80
Water extraction & remediation technician	HR	П	\$ 43.46	\$65.27	45.80	68.79
Hazardous waste/mold cleaning technician	HR	П	\$ 52.11	\$88.95	54.92	93.75
Contents evaluation and/or supervisor/admin	HR	П	\$ 45.19	\$67.87	47.63	71.53
Provide box, packing paper & tape - medium size	EA		\$ 2.39	\$2.39	2.51	251
Evaluate, pack & inventory misc. items - per med box	EA		\$ 9.96	\$9.96	10.49	10.49
Inventory, packing, boxing and moving charge	HR		\$ 32.13	\$32.13	33.86	33.86
Content manipulation	HR		\$ 28.64	\$43.02	30.18	45.35
Equipment monitoring	HR		\$ 43.46	\$65.27	45.80	68.79
Air mover	DAY	П	\$ 21.95	\$21.95	23.13	23.13
Dehumidifier - Large	DAY		\$ 60.71	\$60.71	63.98	63.98
Dehumidifier - Xlarge	DAY		\$ 89.78	\$89.74	94.62	94.62
Dehumidifier - Large Low Grain	DAY		\$ 60.71	\$60.71	63.98	63.98
Dehumidifier - Xlarge Low Grain	DAY		\$ 89.78	\$89.78	94.62	94.62
Specialty drying equipment High pressure air to dry cabi	DAY		\$ 119.70	\$119.70	126,16	126-16
Drill holes for wall cavity drying	EA		\$ 0.40	\$0.56	.42	.ડ૧
Baseboard - detach	LF		\$ 0.86	\$1.33	.90	1.38
Water extraction from carpeted floor	SF	1	\$ 0.41	\$0.63	.43	.64
Water extraction from carpeted floor - heavy	\$F	Ι	\$ 0.49	\$0.73	.51	.76
Water extraction from carpeted floor - Category 2 water	SF	I	\$ 0.65	\$0.98	.68	1.03
Water extraction from carpeted floor - Cat 2 water - heav	SF	L	\$ 0.73	\$1.10	.76	1.22
Water extraction from hard surface floor - Cat 3 water	SF	I	\$ 0.62	\$0.99	.65	1.04
Water extraction from carpeted floor - Cat 3 water - heav	SF	L	\$ 1.23	\$1.78	1.29	1.87
Water extraction from hard surface floor	SF		\$ 0.20	\$0.29	.21	.30
Water extraction from hard surface floor - Cat 3 water	SF		\$ 0.62	\$0.99	.65	1.04
Apply anti-microbial	SF	I	\$ 0.21	\$0.29	.22	.30
Block and pad furniture in room	EA	L	\$ 36.21	\$54.34	38.16	57.27
Clean floor	SF	L	\$ 0.31	\$0.3	32	.32
Clean floor - heavy	SF		\$ 0.47	\$0.4	.49	,49
Clean and deodorize carpet truck mount	SF		\$ 0.51	\$0.7	-81 .53	18.
Clean and deodorize carpet portable unit	SF		\$ 0.43	\$0.65	.45	.68
Deodorize building - hot thermal fog	CF	I	\$ 0.05	\$0.0	.05	.05

							REGULA 2 Hours	AFIE/Z Hours
Mold		-	-		7			
Emergency Service Call If requested by APS	EA	П	\$	120.52	Ť	\$180.79	127.02	190.55
Structure inspection	EA	Н	\$	213.75	\dagger	\$299.25	225.29	315.40
Commercial supervision/project management	HR	H	\$	51.27	\dagger	\$73.83	64.03	77.81
Hazardous waste/mold cleaning supervisory/admin	HR	H	\$	61.09	+	\$95.80	64.30	100.97
Drywall installer/finisher	HR	Н	\$	77.99	+	\$112.31	82.20	118.37
Finish carpenter	HR	П	\$	74.60	\dagger	\$107.44	78.62	113.24
Painter	HR	Ħ	\$	97.24	†	\$140.03	102.49	147.59
HEPA vacuuming • hourly charge ·	HR	Ħ	\$	54.78	Ť	\$93.12	51.13	98.14
HEPA vacuuming - detailed	SF	П	\$	0.63	†	\$0.90	.66	.94
Haul debris - per pickup truck load	EA	Н	\$	111.90	Ť	\$111.90	117.94	117.94
Negative air fan/air scrubber	DAY	П	\$	103.70	1	\$103.70	109.29	109.29
Add HEPA filter (for negative air exhaust fan)	EA	Н	\$	160.32	\forall	\$160.32	/68,97	168.97
Add for HEPA filter (for canister/backpack vacuum)	EA	1	\$	44,90	T	\$44.90	47,32	47.32
Equipment decontamination - per piece of equipment	EA	T	\$	27,43	1	\$27.43	28.91	28,91
Containment barrier/airlock/decontamination chamber	SF	T	\$	0.60	T	\$0.86	.63	.90
Containment barrier - tension post - per day	DAY	T	\$	2.82	7	\$2.82	2.97	2.97
Peel & zipper	EA	T	\$	12.52	T	\$12.52	13.19	13.19
Protect - cover with plastic	SF	T	\$	0.22	Ť	\$0.38	,23	.40
Clean register - heat/AC	EA	†	\$	4.11	T	\$5.94	4.33	6.26
Clean the walls and ceiling	SF	t	\$	0.27	Ħ	\$0.39	.28	.41
Clean the walls and ceiling - heavy	SF	t	\$	0.32	Ħ	\$0.48	.33	.50
Additional cost for high wall or ceiling - over 14'	SF	†	\$	0.05	H	\$0.08	.05	.08
Clean floor or roof Joist system	SF	t	\$	0.70	T	\$1.00	.73	1.05
Clean floor or roof Joist system - heavy	SF	t	\$	0.98	H	\$1.41	1.03	1.48
Tear out wet drywall, cleanup, bag - up to 4' - cat 3	LF	t	\$	5.37	T	\$7.42	5.65	7.82
Tear out wet drywall, cleanup, bag - cat 3	SF	†	\$	1.00	Н	\$1.44		1.51
Tear out wet non-salvageable glued carpet, cut/bag - cat		T	\$	1.08	П	\$1.60		1.68
Tear out non-salvageable floating floor & bag - cat 3	SF	+	\$	1.97	П	\$2.93		3.08
Tear out and bag wet insulation - cat 3	SF	1	\$	0.85	П	\$1.24		1.30
Tear out non-salvageable wood floor & bag - cat 3	SF	†	\$	3.82	П	\$5.94		6.26
Apply anti-microbial agent	SF	T	\$	0.22	П	\$0.30		.31
Deodorize building - hot thermal fog	CF	\dagger	\$	0.05	П	\$0.07	.05	.67
					_			
Carpets		-						
Clean carpet cove - heavy	LF	Т	\$	0.28	П	\$0.39	.29	.41
Clean and deodorize carpet	SF	T	\$	0.34	T	\$0.49		.51
Clean and deodorize carpet - heavy staining	SF	T	\$	0.43	П	\$0.62	.45	.65
Clean carpet - cleaning charge per step	EA	T	\$	3.49	П	\$5.03	3.67	5.30
Clean carpet - cleaning charge per step - heavy	EA	1	\$	4.88	Ц	\$7.05		7.40
Upholstery Cleaning		T	Г					
Clean bench - fabric	LF	T	\$	14.21		\$20.46	14.97	21.56
Clean chair	EA	T	\$	9.09		\$13.08		13.78
Clean chair - large	EA	I	\$	16.89		\$24.32		25.63
Clean loveseat • plain fabric	LF	T	\$	26.69		\$38.43	28.13	40.50
Clean sofa	LF	T	\$	27.11		\$39.04		41.14
Clean rug up to 144 square feet	SF	T	\$	93,86	\Box	\$135.16	98.92	142.45

						DURING HOURS	AFTEZ Hours
Fire Damage				***************************************			1
Cleaning technician Fire damage	HR	Τ	\$	43.46	\$65.27	45.80	68.79
Clean ductwork - interior (per register)	EA	T	\$	26.26	\$37.81	27.67	39.85
Hydroxyl generator - odor counteractant - 2 optics	DAY	T	\$	153.90	\$153.90	162.21	162.91
Hydroxyl generator - odor counteractant - 3 optics	DAY	Τ	\$	202.27	\$202.27	2/3./9	213.19
Deodorize building - ozone & hydroxyl treatment	CF	T	\$	0.04	\$0.05	۲٥٠	. 05
Deodorize building - ozone treatment	CF	I	\$	0.03	\$0.05	.03	.05
Clean and deodorize carpet	SF	T	\$	0.34	\$0.49	.35	.61
Clean and deodorize carpet - heavy staining	SF	T	\$	0.43	\$0.62	.45	.65
HEPA vacuuming	HR	T	\$	43.28	\$66.43	45.61	70.01
HEPA vacuuming - detailed	SF	Ι	\$	54.78	\$78.88	57.73	83.13
Additional cost for high wall or ceiling - over 14'	SF		\$	0.05	\$0.08	.05	.08
Additional cost for high wall or ceiling - 11' to 14'	SF	T	\$	0.04	\$0.05	. 64	.05
Clean with pressure/chemical spray	SF	I	\$	0.26	\$0.37	.27	.38
Clean with pressure/chemical spray - heavy	SF	T	\$	0.39	\$1.62	.41	1.70
Clean register - heat/AC	EA		\$	4.11	\$5.93	4.33	6.75
Sandblasting	SF		\$	0.89	\$1.28	.93	1.34
Dry ice blasting	SF		\$	2.89	\$4.16	3.04	4.38
Soda biasting	SF		\$	1.79	\$2.57	1.88	2.70
Vacuuming	SF		\$	0.06	\$0.09	-06	,09
Vacuuming - heavy	SF	T	\$	0.13	\$0.20	.13	.21
Clean carpet shampoo machine	EA	I	\$	14.12	\$20.32	14.88	71.41
Clean carpet shampoo machine - heavy	EA		\$	19.20	\$27.65	20.23	29.14
Clean vacuum cleaner - upright	EA		.\$	18.52	\$26.65	19.52	28.08
Clean vacuum cleaner - upright - heavy	EA		\$	25.49	\$33.83	24.75	35.65
Commercial Kitchen Equipment							
Commercial kitchen cleaning technician and supplies	HR		\$	43.46	\$65.27	45.80	68.79
Construction Material and Rental Equipment		1					9
InstaScope for basic inspection includes exterior control sample and two interior samples (up to 300 square feet each) Additional Samples		T		\$332.50 \$71.25	\$332.50 \$71.25	350.45 75.09	350.45 75.09
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Construction Material and Rental Equipment		4-					
Construction Materials, i.e., drywall paint, etc 21.00%							

Construction Material and Bellial Equipment	
Construction Materials, i.e., drywall paint, etc	21.00%
Rental equipment, i.e., lifts, generators etc.	21.00%
Commercial duct cleaning	21.00%

END OF FEE SCHEDULE