

EXHIBIT B

CUSTODIAL AND GROUNDS SERVICES CONTRACT

This Custodial and Grounds Services Contract ("Contract") is entered into this the 15 day of June, 2023, by and between the Celina Independent School District ("District") and Leaf and Lawn LLC ("Contractor"), pursuant to the terms and conditions set forth in this Contract.

In addition to the terms and conditions set forth in this Contract, this Contract incorporates the Request for Competitive Sealed Proposal for Custodial and Grounds Services and all exhibits and attachments thereto ("RFCSP") as though the RFCSP was set forth and copied at length herein.

In consideration for the mutual promises and covenants contained in this Contract, the District agrees to purchase custodial and grounds services ("Custodial and Grounds Services") to be performed at all requested District facilities ("Facilities,") from the Contractor, and the Contractor agrees to perform the Custodial and Grounds Services at all District Facilities pursuant to the terms and conditions contained in this Contract.

1. Definitions

District: Celina Independent School District
205 S. Colorado
Celina, Texas 75009

District Manager: David Wilson Coordinator of Administrative Services

Contractor Leaf and Lawn LLC
Justin Adcock
27790 Hwy 84
Whitesboro, TX 76273

Project: Custodial and Grounds Services

Commencement Date: July 1, 2023

Contract Term: Three (3) years

Renewal Provision: Renewable for two (2) additional one-year terms

Contract Price: The Contract price is set forth in Attachment 1 to this Contract and is incorporated herein if fully set forth and copied at length herein.

2. Services

- A. The contractor agrees to perform for District the Custodial and Grounds Services at the District Facilities, as set forth in the RFCSP. The contractor agrees to ensure that each Contractor's employees understand and comply with the specifications contained as well as the other applicable terms and conditions of this Contract.
- B. Contractor acknowledges that the Custodial and Grounds Services are to be provided on all specified District Facilities, that District shall continue the normal operation and occupancy of the District Facilities, and that such operation and occupancy during the hours Contractor performs the Custodial and Grounds Services is of critical importance. Contractor shall use its best efforts to minimize any interference with the operation of the

District Facilities by District, or the use and occupancy of the District Facilities by District's students, employees, and guests, including but not limited to: no non-emergency repairs or routine cleaning in certain areas when students are participating in state testing.

- C. The contractor shall perform all work in accordance with good practices and generally accepted methods and standards, free from defects. The contractor shall perform the Custodial and Grounds Services in accordance with Exhibit A of RFCSP, Custodial Scope and Grounds Scope ("Services").

Time is of the essence of this Contract, and the Contractor shall not deviate from the Services without the District's consent. Contractor shall desist immediately from performing the Custodial and Maintenance Services if, in the sole judgment of District, Contractor's activities constitute a nuisance or interruption in the activities of the District Facilities students, employees, or guests. Immediately upon so desisting with the Custodial and Grounds Services, the Contractor shall contact District to reschedule the Custodial and/or Grounds Services for a mutually agreeable time.

- D. Before commencing Custodial and Grounds Services, the Contractor shall secure and pay for all permits, approvals, governmental fees, certificates, licenses, and inspections, if any, necessary for the proper performance of the Custodial and/or Grounds Services. The originals of all such permits, approvals, licenses, and certificates, if any, shall be delivered to District upon receipt by Contractor. If the Contractor observes that this Contract is at variance with any applicable code, rule, or regulation, the Contractor shall immediately notify District in writing.

3. Term

- A. The term of this Contract is as described above, commencing on the Commencement Date and will be for a (3) three-year term, renewable for up to two (2) extended terms with the consent of both parties for a maximum of five (5) years. Notice of intent to extend will be given at least 60 days in advance from the expiration of the any term. Notwithstanding the preceding, either party hereto shall have the right, at its sole election, to terminate this Contract after the first year, for any cause whatsoever, upon the delivery of sixty (60) days written notice to the other party.

The Contractor understands and agrees that if the Custodial and Grounds Services Contract will exceed one (1) year in duration, the District's Board retains the continuing right to terminate the Contract at the end of the budget period during the term of the Contract. The continuation of the Contract is conditioned on a best-effort attempt by the Board to obtain and appropriate funds for payment of the Contract.

- B. The district can terminate the Contract upon ten (10) business days written notice to the Contractor for the following reasons if Contractor has not cured the default/problem within ten (10) business days of receiving the notice:
- i. Contractor fails to perform scheduled Custodial and Grounds Services;
 - ii. Contractor fails to provide competent and adequate labor to perform the Custodial and Grounds Services;
 - iii. The contractor fails to furnish sufficient quantities of materials to complete the Custodial and Grounds Services as set forth in this Contract; or
 - iv. The contractor fails to pay employees, material men, or other individuals or entities to whom the contractor is obligated in connection with the Contract.

Additionally, District may terminate the Contract immediately upon giving written notice if any of the following occurs and the District determines that Contractor is unable to continue full performance of the Contract:

- i. The contractor is insolvent, files any petition in bankruptcy, or is forced into bankruptcy by a creditor;
- ii. The contractor makes a general assignment for the benefit of collectors;
- iii. A receiver is appointed for all or substantially all of the Contractor's assets;
- iv. Execution is levied upon any material part of Contractor's property; or Contractor disregards or violates any applicable law, statute, ordinance, regulation or any order of any public authority or otherwise does not comply with the terms and conditions of any permit, license, or approval required to perform the Custodial and Grounds Services under this Contract.

If the Contract is terminated for any of the reasons under Section B, District will be entitled to reimbursement for damages or losses sustained by District by reason of the Contractor's default. District may deduct any amount payable to Contractor under this Contract in any amount sufficient to cover such damages or losses.

4. Payment.

District agrees to pay Contractor for all Custodial and Grounds Services performed by Contractor, as Custodial and Grounds Services are completed, and in accordance with Exhibit 1. The contractor may bill District monthly, but not more frequently. Payment in full is due thirty (45) days from the date of billing.

5. Relationship of Parties.

Contractor's relationship with District is that of an independent contractor, and nothing in this Contract shall be construed to designate Contractor, or any of its employees, as employees, agents, joint ventures or partners as employees of District. The contractor shall exercise its discretion on the method and manner of performing its duties, and District will not exercise control over Contractor, its employees, equipment, or facilities except insofar as may be reasonably necessary to ensure performance and compliance with this Contract. The District's failure to require cessation of the Custodial and Grounds Services shall not be deemed an acceptance of the Custodial and Grounds Services or an admission that the Custodial and Grounds Services are acceptable. None of the benefits provided by District to District's employees, including, but not limited to, compensation insurance and unemployment insurance, are available from District to Contractor or the employees, agents, or servants of Contractor.

6. Labor and Materials.

The contractor shall furnish, at its own expense, all labor, materials, and consumables necessary to carry out the terms of this Contract. It is the responsibility of the Contractor that any equipment provided by the Contractor or its employees shall be kept in good repair and proper working order. Any inspection, maintenance, repairs, modifications, or replacement of this equipment shall be the sole responsibility of the Contractor.

7. Compliance with Laws and Regulations.

Contractor agrees to comply with all federal, state, county, municipal, and other local laws, rules, regulations, and District Board policies which are now, or may in the future, become applicable to Contractor or Contractor's business, equipment and personnel engaged in operations covered by this Contract or accruing out of the performance of such operation.

8. Insurance.

At all times during the term of this Contract, the Contractor shall, at Contractor's expense, procure the insurance coverage hereinafter described and set forth in Exhibit D to the RFCSP. All such policies (except workers' compensation and employers' liability) shall name District and Manager as additional insured's. Further, each insurance policy shall contain an endorsement requiring the insurer to provide District with thirty (30) days written notice prior to the cancellation of the policy. Insurance coverage shall be as follows:

- A. Workers Compensation insurance in kind and amount as prescribed by statute. Additionally, the Contractor shall provide an endorsement to the Worker's Compensation policy, which grants a waiver of subrogation in favor of the District.
- B. Employers Liability insurance with a limit of not less per occurrence than that indicated on Exhibit D hereof.
- C. Commercial General Liability insurance with a combined single limit of not less than that indicated on Exhibit D hereof, per occurrence, applying to bodily injury and property damage, with Broad Form Liability Endorsement on an occurrence basis and including coverage for the hazards of operation, independent contractors, products and completed operations (for two (2) years after the date of final acceptance of the Custodial and Grounds Services by District) and contractual liability specifically covering the indemnification provisions of Paragraph 8 hereof. Such insurance shall include an endorsement providing that the insurance afforded under Contractor's policy is primary insurance as respects District and that any other insurance maintained by District is excess and non-contributing with the insurance required hereunder. Additionally, such insurance shall include legal liability coverage for the dishonest acts of Contractor's employees.
- D. Commercial Automobile Liability insurance covering all owned, non-owned, and hired automobiles with a combined single limit of not less than that indicated on Exhibit D hereof, per occurrence, for bodily injury and property damage.
- E. Umbrella Liability insurance with a combined single limit of not less than that indicated on Exhibit D hereof, per occurrence, for bodily injury and property damage.
- F. All insurance policies required above are subject to the District's approval and shall be written with solvent insurance companies authorized to do business in the State of Texas. Contractor shall furnish, or cause to be furnished, original certified copies of certificates or (at District's option) policies of insurance to District, prior to or upon execution of, this Contract, evidencing the insurance coverage described above, and shall furnish such evidence of all renewals to District, as District shall reasonably require, at least thirty (30) days prior to the expiration thereof.

9. Hold Harmless.

CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE INDEMNIFIED PARTIES (HEREINAFTER DEFINED) FROM AND AGAINST ALL CAUSES OF ACTION, CLAIMS, INCLUDING, BUT NOT LIMITED TO CAUSES OF ACTION AND CLAIMS FOR NEGLIGENCE, STRICT LIABILITY AND GROSS NEGLIGENCE, DAMAGES, LIENS, DEMANDS, COSTS, EXPENSES, AND LIABILITIES, INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS, (COLLECTIVELY, "CLAIMS" AND INDIVIDUALLY, A "CLAIM"), ARISING IN FAVOR OF ANY PERSONS (INCLUDING ANY INDEMNIFIED PARTY) WHICH, IN WHOLE OR IN PART, ARISES OUT OF OR RESULTS FROM OR IS IN ANY WAY RELATED TO

- (I) ANY ACT OR OMISSION OF CONTRACTOR OR CONTRACTOR'S EMPLOYEES, AGENTS, LICENSEES OR SUBCONTRACTORS,
- (II) THE OPERATION OF CONTRACTOR'S EQUIPMENT AT THE PROJECT, OR
- (III) ANY FAILURE BY CONTRACTOR OR ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS TO COMPLY WITH THE TERMS AND OBLIGATIONS OF THIS CONTRACT. THESE OBLIGATIONS TO DEFEND, INDEMNIFY AND HOLD HARMLESS SHALL BE VALID AND BINDING REGARDLESS OF ANY CLAIMS, ALLEGATIONS OR FINDINGS OF NEGLIGENCE AGAINST ANY INDEMNIFIED PARTY, BUT SHALL NOT APPLY IF THE CLAIM RESULTS SOLELY FROM THE NEGLIGENCE OF AN INDEMNIFIED PARTY. CONTRACTOR SHALL KEEP THE PROJECT FREE OF ALL LIENS REPRESENTING CLAIMS, WHICH PURPORT TO BE BASED ON ANY MAINTENANCE AND CUSTODIAL SERVICES OR MATERIALS ALLEGEDLY PROVIDED AT THE REQUEST OR ON THE AUTHORITY OF THE CONTRACTOR OR ANY OF ITS SUBCONTRACTORS. "INDEMNIFIED PARTIES" MEANS THE DISTRICT, ITS ADMINISTRATORS, EMPLOYEES, AGENTS, SERVANTS, TRUSTEES, AND ATTORNEYS.

10. Limit of Liability.

Notwithstanding any other provision in this Contract to the contrary, Contractor specifically agrees to look solely to the District's interest in the Custodial and Grounds Services for the payment or performance of any of District's obligations hereunder, and District, its partners, shareholders and/or other direct or indirect equity Districts of District, shall never be personally liable for such payment or performance.

11. Binding Effect.

The parties intend that the terms, conditions, and provisions of this Contract shall be legally binding upon and inure to the benefit of and be enforceable by each of the parties hereto and their respective successors and assigns.

12. Default.

If either party defaults in the performance of any of its obligations, the non-defaulting party may send a written notice reasonably describing the default. If the defaulting party, within a reasonable time (not to exceed ten (10) business days after receipt of the notice) does not cure the default, the non-defaulting party may with ten (10) business days written notice, terminate this Contract and/or pursue all other available remedies as may be available at law or in equity.

13. Attorneys' Fees.

Pursuant to Texas Local Government Code §271.159, attorneys' fees incurred by either the District or the Contractor shall not be awarded to any party in any legal proceedings or dispute involving this Contract.

14. Venue.

The Contractor understands and agrees that the exclusive venue for any litigation arising from this Contract shall be in Collin County, Texas, and the Contractor consents to such exclusive jurisdiction.

15. Taxes.

The Contractor understands and agrees that the District is exempt from payment of any Texas Sales Tax or Federal Excise Tax as allowed by law.

16. Non-Assignment.

Neither the District nor the Contractor may assign their duties or obligations under this Contract without the express written permission of the other party.

17. Entire Agreement.

This Contract and the Exhibits hereto constitute the full understanding between the District and Contractor as of the date of execution of this Contract.

18. Amendments.

This Contract may not be altered, changed or amended, except by an instrument in writing signed by both parties hereto.

19. Authority.

Each person signing this Contract on behalf of a party hereto represents and warrants that such person has full authority to enter into this contract on behalf of that party.

20. Notices.

Any notice, approval, or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto indicated above. Either party may change its address upon thirty (30) days' written notice to the other party.

21. Severability.

In case anyone or more provisions set forth in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, any such invalidity, illegality or unenforceability shall not affect any other provision of this Contract, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been incorporated therein.

22. No Discrimination.

The contractor will not discriminate against any employee or applicant for employment by Contractor because of race, creed, color, age, sex, marital status, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, marital status, or national origin. The contractor agrees to post in conspicuous places notices setting forth the provision of this Section.

23. Confidentiality.

Except as otherwise provided herein, Contractor shall hold in confidence and not disclose to others, business or technical information disclosed to Contractor by District or acquired by Contractor in the course of performing the Custodial and Grounds Services hereunder for District. The obligations of confidentiality do not apply to information that (i) is or becomes part of the public domain, or (ii) is required to be publicly disclosed under law.

24. Public Information Act.

The Contractor understands that the District is a governmental body subject to the Texas Public Information Act ("Act"). The Contractor understands that the District will comply with the Act, and with all opinions of the Texas Attorney General's office regarding the Act.

25. Force Majeure.

Contractor will not be held responsible or liable for any breach, loss, damage, detention or delay caused by fire, explosion, theft, lightning, windstorm, earthquake, floods, storms, riots, civil commotion, malicious mischief, acts of God, or by any other cause beyond Contractor's reasonable control, whether or not the same is herein specified. Strikes or lockouts will not affect the terms and conditions outlined within this Contract.

26. Criminal History Records.

The Contractor understands and agrees that, pursuant to Texas Education Code §22.0834(d), the Contractor, his agents, servants, or employees will not be allowed to perform any duties in connection with the Custodial and Grounds Services Contract at any District Facility until the District has obtained from the Contractor all National Criminal History Record Information ("NCHRI") and fingerprinting process through the Texas Department of Public Safety for the Contractor and its agents, servants, and employees. The Contractor shall, prior to performing any work the Custodial and Grounds Services Contract, certify to the District that the Contractor has obtained the NCHRI and fingerprinting for the Contractor and its agents, servants, and employees and provide this NCHRI to the District.

Executed in Collin County, Texas on this 15 day of June, 2023.

Leaf and Lawn LLC

Contractor

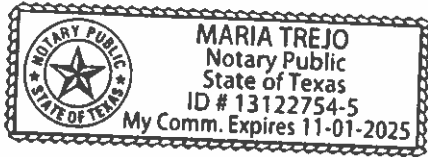
By: Sadie Gabbiz

Sadie Gabbiz
(Printed Name)

administrator
(Title)

State of Texas
County of Collin

Before me, a notary public, on this day personally appeared the above signed, known to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that he/she has read the above document and any statements therein contained are true.



Maria Trejo

Notary Public in and for the State of Texas

Dr. Tom Maglisceau, Superintendent
Celina Independent School District

State of Texas
County of Collin

Before me, a notary public, on this day personally appeared the above signed, known to be to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that he/she has read the above document and any statements therein contained are true.

Notary Public in and for the State of Texas

CONTRACTORS PROPOSED FTE AND STAFFING TOTALS

Please fill in FTEs and man-hours proposed for each facility location for day and night shifts and District-wide totals. FTE totals will not include Project Manager as required by proposal specifications. The District will utilize this part of the proposal in its decision-making process to determine adequate staffing by the Contractor. FTEs equal to 8 man-hours.

	<u>Day Hrs</u>	<u>Night Hrs</u>	<u>Day FTE</u>	<u>Night FTE</u>
Celina Primary School	1		.5	
Lykins Elementary School	4.5		.5625	
O'Dell Elementary School	5.5		.6875	
CMS 6 th Grade Campus	3		.375	
Celina Junior High	3		.375	
Moore Middle School	40		5	
Celina High School	25		3.125	
Celina HS Athletic Complex	5		.625	
Celina Administration	2		.25	
Transportation	2		.25	
AG Shop	2.5		.3125	
Out Buildings	2.5		.3125	
Totals	Total Day 103.5	Total	Total Day 12.9375	Total Night
	Total District Man Hours		Total District FTE's	

The contractor will provide not less than 70% of man-hours as required by proposal specifications for summer cleaning.

EXHIBIT C

**CELINA INDEPENDENT SCHOOL DISTRICT
NCHRI CERTIFICATION
FELONY CONVICTION DISCLOSURE STATEMENT**

NCHRI Certification

Pursuant to Texas Education Code §22.0834(d), the undersigned Contractor certifies that the Contractor has obtained all National Criminal History Record Information ("NCHRI") for the Contractor and its agents, servants, and employees.

The Contractor further certifies that the Contractor has provided the NCHRI for the Contractor and its agents, servants, and employees to the District.

Fingerprinting Certification

The Contractor certifies that each employee has completed the fingerprinting process through the Texas Department of Public Safety. Any individual that has committed a criminal offense that would exclude that employee from working for a school district under Texas Education Code or Texas State Law shall not be assigned to any job within this contract.

Felony Conviction Disclosure Statement

Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. A notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

This notice is not required of a publicly-held corporation.

I, the undersigned agent for the firm named below, certify that: (i) I have obtained the NCHRI for the Contractor, its agents, servants, and employees; (ii) I have provided the NCHRI for the Contractor, its agents, servants, and employees to the District; and, (iii) the information concerning notification of felony conviction for the Contractor, its agents, servants, or employees has been reviewed by me and the following information furnished is true to the best of my knowledge.

Leaf and Lawn LLC dba / U.S. Lawns of Shorman
Company Name

Sadie Schulz
Signature of Authorized Company Official

Sadie Bakbiz
Authorized Company Official's Name (Please print)

My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

My firm is not owned or operated by anyone who has been convicted of a felony.

My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: Sadie King

EXHIBIT D

The selected Vendor must maintain the following insurance policies, at the minimum policy limits set forth below throughout the entire term of its contract and/or service with CISD. Such policies shall be written on an occurrence basis, with companies with an A.M. Best Rating of A-VII or better. **CISD shall be named as an additional insured on all such policies.** Proof of insurance must be submitted with RFCSP.

Insurance Requirement Limits:

A. General Liability	General Aggregate	\$4,000,000
	Products-Comp/ or Aggregate	\$4,000,000
Commercial General Liability	Personal & Adv. Injury	\$2,000,000
Claims Made Occur.	Each Occurrence	\$2,000,000
Owner's Contractor's Prot.	Damage to Rented Premises	\$300,000
	Med. Expense (any one person)	\$10,000
B. Automobile Liability	Combined Single Limit	\$1,000,000
Any Auto	Bodily Injury (per person)	
Any Auto	Bodily Injury (per accident)	
Any Auto	Property Damage (per accident)	
C. Umbrella from Excess Liability	Each Occurrence	\$4,000,000
	Aggregate	\$4,000,000
D. Worker's Compensation	Statutory Limits	
	Each Accident	\$1,000,000
	Disease Policy Limit	\$1,000,000
	Disease Each Employee	\$1,000,000
E. Third-Party Crime	Employee Theft	\$1,000,000

Should any of the above-described policies be canceled before the expiration date, the issuing company will mail thirty (30) days written notice to the certificate holder, CISD.

The contractor shall agree to waive all right of subrogation against the district, its officials, employees, and volunteers for losses arising from the work performed by the contractor for the district.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/19/2023

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 Arthur J. Gallagher Risk Management Services, LLC 1076 Highland Colony Parkway Suite 300 Ridgeland MS 39157	CONTACT NAME: Amber Henry PHONE (A/C, Ho, Ext): 601-863-3191 E-MAIL ADDRESS: Amber_Henry@ajg.com	FAX (A/C, No): 601-420-1890
	INSURER(S) AFFORDING COVERAGE	
INSURED Leaf and Lawn LLC dba US Lawns 9 Sherman Tx 27790 TX-56 Whitesboro TX 76273	INSURER A: AmGUARD Insurance Company	NAIC # 42390
	INSURER B: Stonetrust Commercial Insurance Company	11042
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 230206253** **REVISION NUMBER:**

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	ADDITIONAL INSURED	SUBROGATION WAIVED	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		LEBP457570	4/26/2023	4/26/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			LEAU457625	4/26/2023	4/26/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			LEUM462850	4/26/2023	4/26/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	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	N/A	WCV00833972023A	4/26/2023	4/26/2024	<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)
 David Justin Adcock is excluded from the Workers Compensation policy.

Celina Independent School District is Additional Insureds as respects General Liability & Umbrella policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. Waiver of Subrogation applies to certificate holder, as respects General Liability, Auto Liability and Workers Compensation policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. 30 day notice of cancellation applies except for non payment of premium which is 10 days notice.


CERTIFICATE HOLDER Celina Independent School District 205 S. Colorado St. Celina TX 75009	CANCELLATION 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 
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EXHIBIT E

**CELINA INDEPENDENT SCHOOL DISTRICT RFCSP RESPONSE FORM
CUSTODIAL AND GROUNDS SERVICES**

Proposal Due Date & Time:
Proposer Award Notification:

June 19, 2023, at 3:00 P.M.
On or after June 21, 2023
Celina Independent School District
By David Wilson, Coordinator of Admin. Svc.

RESPOND TO:

David Wilson
Coordinator of Administrative Services
Celina Independent School District
Attn: Custodial and Grounds
205 S. Colorado St.
Celina, Texas 75009
Telephone: (469) 742-9400 x 1124

Company Information:

Leaf and Lawn, LLC dba US Lawns of Sherman
Company Name

27790 Hwy 56
Address

Whiteboro, Tx 76073
State/City/Zip

940-445-3385
Area Code & Telephone Number

Area Code & Fax Number

Justin Odecock
Authorized Representative

Owner
Authorized Representative Title

justin.odecock@uslawnsjj.net
Email Address
admin.sherman@uslawnsjj.net

I, the undersigned, as the owner or legally authorized representative of the above named company, by signing the following statement, agree that I have read and understand all of the Instructions and Specifications contained herein, and that if accepted by the Celina Independent School District, all of the provisions will be incorporated as part of a binding contract between Celina Independent School District and our company. I also certify that this Proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same contract, and is in all ways fair and without collusion or fraud.

Justin Adcock
Authorized Signature

6/15/2023
Signature Date

EXHIBIT F

REFERENCES

CELINA INDEPENDENT SCHOOL DISTRICT
CUSTODIAL AND GROUNDS SERVICES CONTRACT

List below five (5) references for which you have completed projects for in the past 12 months.

1. Steeple Chase Farms Apartments
Institution Name
3621 Steeple Chase Dr.
Street Address
Sherman, Tx 75090
City/State/Zip
Melody Woodard
Contact
903-421-7129
Telephone Number
melody.woodard@steeplechasesherman.com
Email Address

2. Wal-Mart D.C.
Institution Name
2120 Stemmons Fwy
Street Address
Sanger, Tx 76266
City/State/Zip
Corbin Grayson
Contact
940-458-6171
Telephone Number
Corbin.grayson@walmart.com
Email Address

3. Kaiser Aluminum
Institution Name
4300 S US-75
Street Address
Sherman, Tx 75090
City/State/Zip
Jason Reynolds
Contact
903-892-5833
Telephone Number
ap.sherman@kaiseraluminum.com
Email Address

4. Pecan Point Senior Living

Institution Name

1011 E Pecan Grove Rd

Street Address

Sherman, Tx 75090

City/State/Zip

Jonny Sim

Contact

417-209-3419

Telephone Number

ESD@pecanpointseniorliving.com

Email Address

5. Celina ISD

Institution Name

205 S Colorado St.

Street Address

Celina, Tx 750090

City/State/Zip

Chris Reavis

Contact

214-663-5458

Telephone Number

christopher.reavis@celinaisd.com

Email Address

EXHIBIT G

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity


<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law, this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>1] Name of a person who has a business relationship with local governmental entity.</p>	<p>Date Received</p>
<p>2]</p> <p><input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3] Name of local government officer with whom the filer has employment or business relationship.</p> <p align="center">_____</p> <p align="center">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p align="center"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p align="center"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> <p align="center">N/A</p>	
<p>4]</p> <p align="center">  _____ Signature of person doing business with the governmental entity </p> <p align="right"> 6/19/2023 _____ Date </p>	

Exhibit H Additional Services

Janitorial - Night	All janitorial areas, housekeeping, and partial custodial
Day Support	Including cleaning, custodial, and floor care
Custodial	General custodial duties
General Labor	Includes general construction and demo skill set
Floor Restoration & Refinishing	Includes all types of floor restoration and refinish
Special Projects	Includes painting work for interior wall finishes and other maintenance or project work under the direct supervisor of a project manager
Grounds Maintenance	Complete grounds maintenance of all district property. Regular maintenance includes mow, edge, trim, hedges, weed mgmt., fertilizer, tree trimming, irrigation, weed control (including in parking & walkways), & all standard grounds maintenance duties - 36 cycles.
Maintenance - Routine	Experienced technician with general facility service skills
Maintenance - Skilled	Skilled Craftsman with abilities across all facility disciplines
Fabricator - Construction	Fabricate, weld, and create solutions for repair that do not require installation of new equipment or structure.
Electrical - Helper	General electrical and lighting maintenance skills - lamps/ballasts and most trim install
Electrical - Apprentice	licensed as an electrical apprentice, capable of performing all electrical work short of service build and distribution
Electrical - Journeyman	Licensed as a Journeyman Electrician by the State of Texas. Can handle all electrical work not requiring a permit
Electrical - Master	Installation and repair all electrical service from utilities, transformer set, service build, panel and gear install, and distribution. Licensed as a Master Electrician by the State of Texas
General Carpentry	Framing, woodwork, millwork, and finished carpentry
Elevator Repair & Maintenance	Inspection and maintenance including most repairs not requiring manufacture technicians
Elevator Inspections	Annual inspection, certification, and state fees
HVAC Preventative Maintenance	Quarterly preventative maintenance of all HVAC equipment - includes the basic labor for the annual service
HVAC Mechanical Inspection	Capable of handling all aspects of the full annual inspection and service. Includes diagnostic work and the repairs that derive from this data. Licensed by the State of Texas as a service technician
HVAC-R Service & Installation	Licensed HVAC and refrigeration specialist. Capable of repaired or replacing any time of cooling, heating, ventilation, or refrigeration equipment including food service.
Food Service Equipment	Provide preventative maintenance and repair services for all kitchen equipment hot and cold side per request
Refrigeration	Provide preventative maintenance and repair services for refrigeration equipment including freezers, coolers, ice machines, etc.
Integrated Pest Management	Licensed by the State of Texas as commercial applicator. Handles all aspects of IPM policies and compliance
Door, Frame, & Hardware	Capable of handling routine maintenance and repair of doors, frames, locks, and hardware

Locksmith Services	Licensed locksmith by the State of Texas. capable of handling all locksmithing and access control requirements
Lighting General	Includes re - lamping and all lifts required to execute the repairs
Lighting Exterior	Includes wall packs, security lighting, and parking lot pole lights
Lighting Stadium & Athletics	Includes 110FT bucket truck and all OSHA equipment and certifications to execute high work
Plumbing - Maintenance	Licensed plumbing apprentice and line cleaner by the State of Texas
Plumbing - Journeyman	Licensed by the State of Texas as Journeyman plumber. Capable of performing all plumbing work that does not required permit. This includes all work performed under the supervision of a Master Plumber
Plumbing - Master	Capable of performing all plumbing work. Licensed by the State of Texas as a Master Plumber. Can handle new construction, boilers, chillers, industrial piping, and general plumbing system install
Plumbing - Backflow	Backflow installation and rebuild including for domestic and fire
Fire & Life Safety	Includes inspection of fire extinguishers, fire panels, wet systems, kitchen hood vents, kitchen fire suppression, backflow on fire loop, etc.
Roofing & Building Envelope	Provide roof system and exterior envelope maintenance and repair
Construction Services	Including interior build out, finishes, flooring, walls, and ceiling.
Site Improvement	Including maintenance of drainage, flat concrete, driveways, walkways, parking lots, fencing, gates, signage, etc.
Welding Services	Provide for all types of welding needs
Project Management	Manage all project work
Training & Staff Development	All facility support positions
Windows - High	Less than (4) stories utilizing appropriate lifts
Windows - Low	Ground level or six-foot ladder work
Consulting - Process and system design	Inventory MGMT, Time & Motion Studies, communication plan design and roll out, and process mapping
Consulting - Structural analysis and design	Structural analysis and evolution including space planning and interior construction design and build work
Professional Engineer	Licensed Professional Engineer - Structural, Mechanical, or Civil
Networking Services	Including network build, router install, server set up, etc.
Equipment Provided	Scissor lifts (all heights), platform lifts (all heights) including for exterior use, bucket trucks all heights including coverage for stadium lighting, dump trucks, dump trailer, mini excavators, backhoes, trenchers, trailers, brush hog, mowers, finish mowers, bat-wing mowers, salt - sand spreaders, top dressers, and all other equipment required to execute the district's operations.

Exhibit I - Bid Sheet

To The Celina ISD:

I have received a Request for Proposal as prepared by the District for Custodial and Grounds Services for its operations. I agree and submit all documents as required by the RFCSP, and its specifications, and our Company submits the following price quotes for your complete custodial and grounds maintenance needs.

Cost Breakdown of Contractor's Proposal is as follows:

Annual Cost per Year for five (5) Contract Years

<u>Janitorial / Custodial</u>		<u>Grounds Maintenance</u>
SY 2023-2024	\$ _____	\$ 110,182.24
SY 2024-2025	\$ _____	\$ 114,002.71
SY 2025-2026	\$ _____	\$ 117,422.79
SY 2026-2027	\$ _____	\$ 120,945.47
SY 2027-2028	\$ _____	\$ 124,573.83

Cost Per Sq. Ft for Each School Year

SY 2023-2024	\$ _____
SY 2024-2025	\$ _____
SY 2025-2026	\$ _____
SY 2026-2027	\$ _____
SY 2027-2028	\$ _____

Company Name Leaf and Lawn, LLC, dba U.S. Lawns of Sherman

Address and State of Corporate Offices 27790 Hwy 56
Whitesboro, TX 76273

Authorized Signature: Sadie DeLuca Date: 6/19/2023

Telephone: 940-455-3385 Fax: _____

Email: Justin@uslawns.com
sadie@uslawns.com

I have attached all pages of this RFCSP, signed all required areas, and enclosed my certificate of insurance, felony conviction notification, proof of experience required, and list of references. This total RFCSP will become the basis of any agreement between the District and the Contractor.

