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AGREEMENT FOR STAFFING SERVICES FOR THE COURSES AT WATTERS CREEK

COUNTY OF COLLIN §

This agreement ("Agreement") is made by and between the City of Allen, Texas ("City") and FW Services Inc., dba Pacesetter Personnel Services ("Contractor") acting by and through their authorized representatives.

Recitals:

WHEREAS, the City desires to obtain mowing and maintenance services from Company in accordance with the bid specifications attached hereto as <u>Exhibit</u> "A" ("Specifications"); and

WHEREAS, Company desires to provide services to City in accordance with its response to Specifications attached hereto as <u>Exhibit</u> "A";

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

Article I Term

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and continue until the last day of June 7, 2019, unless earlier terminated as provided herein (the "Initial Term").

City maintains the right to automatically renew this Agreement for up to four (4) additional renewal terms of one-year at the City's sole discretion, the first renewal term beginning on June 8, 2019.

Article II Contract Documents

Every provision of the documents below is incorporated into this Agreement by reference. The documents referenced below are in descending order of precedence. Any conflict between or among any of the documents shall be resolved in favor of the document with higher precedence.

- A. This Agreement;
- B. City's Request for Proposal #2018-12-10 ("Specifications"); and
- C. FW Services' response to City's Request for Quote #2018-12-10 ("Response").

Article III Scope of Services

Contractor shall provide the Services specifically set forth in the Specifications, including those requirements in the sample contract to the extent they do not conflict with this Agreement, as contained in <u>Exhibit</u> "A," which is attached hereto and made a part of this Agreement for all purposes.

Article IV Schedule of Work

Contractor agrees to commence Services upon the Effective Date of this Agreement and to complete the required Services in accordance with the schedules and at the times and locations provided by the City as set forth in <u>Exhibit</u> "A," including the Requirements in the sample contract to the extent they do not conflict with this Agreement.

Article V Compensation and Method of Payment

5.1 <u>Charges</u>. City shall compensate Contractor for the Services, including all labor, materials, equipment and supplies as provided in <u>Exhibit</u> "A." The total compensation to Contractor shall not exceed **\$119,392** (*one hundred nineteen thousand, three hundred ninety-two dollars and no/100/cents*) during the Initial Term or any renewal term under this Agreement. Contractor shall provide the City with written invoices on a monthly basis describing the work and Services performed as provided in <u>Exhibit</u> "A." Upon approval, City shall compensate Contractor as provided herein and in <u>Exhibit</u> "A" with the payment term being net 30 days after the date the City is delivered a written invoice for Services completed.

Article VI Notice to Proceed

Contractor shall not proceed with any work required under this Agreement without a written Notice to Proceed from City. Any work performed or expenses incurred by Contractor prior to Contractor's receipt of a written Notice to Proceed from City shall be entirely at Contractor's own risk. Work performed and expenses incurred after Contractor has received a written Notice to Proceed from City will be eligible for reimbursement under the terms of this Agreement, subject to an approved task order.

Article VII Suspension of Work

City shall have the right to immediately suspend work by Contractor if City determines in its sole discretion that Contractor has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Contractor shall be suspended until Contractor has taken satisfactory corrective action.

Article VIII Devotion of Time; Personnel; and Equipment

8.1 The Contractor shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should the City require additional services not included under this Agreement, the Contractor shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by the City; and without decreasing the effectiveness of the performance of services required under this Agreement.

8.2 To the extent reasonably necessary for the Contractor to perform the services under this Agreement, the Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Contractor may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by the Contractor.

8.3 The Contractor shall furnish the facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

8.4 Time is and shall be of the essence in the performance of this Agreement as written.

Article IX Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Contractor may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

Article X Termination

This Agreement may be terminated by:

- (a) by mutual written agreement of the parties;
- (b) immediately by City, if Contractor defaults or breaches any of the terms or conditions of this Agreement;
- (c) by either party, upon thirty (30) days prior to written notice. Should Contractor terminate this Agreement under this provision, Contractor shall further state the reason(s) for termination in its written notice;
- (d) by City, if Company suffers an Event of Bankruptcy or Insolvency; or "Event of Bankruptcy" shall mean the dissolution or termination (other than a dissolution or termination by reason of Company merging with an affiliate

of Company) of Company's existence as a going business, insolvency, appointment of receiver for any part of Company's property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Company and in the event such proceeding is not voluntarily commenced by the Company, such proceeding is not dismissed within ninety (90) business days after the filing thereof;

(e) by City, if City fails to budget and appropriate funds for payment of the obligations hereunder for the then ensuing fiscal year; or

Article XI Insurance

- (a) For coverage requirements, please refer to the table on the following page. All insurance shall be endorsed to provide the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; (2) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to the City that indicates the insurance company will provide to the City at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or material changes of the policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the Contractor shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance.
- (b) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City.
- (c) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to the City prior to commencement of services. On every date of renewal of the required insurance policies, the Contractor shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Contractor shall within ten (10) business days after written request provide the City with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the City is a condition precedent to the payment of any amounts due to Contractor by the City. The failure to provide valid certificates of insurance and policy endorsements.

Type of Insurance	Amount of Insurance	Provisions			
1. Commercial General	\$500,000 each occurrence,	City to be listed as additional			
(Public) Liability to	\$1,000,000 general aggregate;	insured and provided 30-day			
include coverage for:		notice of cancellation or			
a) Premises/Operations	or	material change in coverage.			
b) Products/Completed					
Operations	\$1,000,000 combined single	City prefers that insurer be			
c) Independent	limits	rated A or higher by A.M. Best			
Contractors		or equivalent.			
d) Personal Liability		Waiver of Subrogation to			
e) Contractual Liability		apply			
2. Business Auto Liability	\$500,000 combined single	Owned, non-owned, and hired			
	limit	vehicles			
3. Workers' Comp &	Statutory Limits	Waiver of subrogation			
Employers' Liability	\$1,000,000 each accident				
4. a) Professional Liability	1,000,000 per occurrence	If Applicable			
b) E & O coverage					

Contracts in the Amount of \$0-\$100,000

Contracts in the Amount of \$100,000-\$1,000,000

Type of Insurance	Amount of Insurance	Provisions	
1. Commercial General (Public) Liability to	\$1,000,000 each occurrence	City to be listed as additional insured and provided 30-day	
include coverage for: f) Premises/Operations	\$2,000,000 general aggregate	notice of cancellation or material change in coverage.	
g) Products/Completed	\$2,000,000 Umbrella/ Excess		
Operations	Liability	City requires that insurer be rated	
h) Independent Contractorsi) Personal Liability		A or higher by A.M. Best or equivalent.	
j) Contractual Liability		Waiver of subrogation	
2. Business Auto Liability	 \$1,000,000 per occurrence 	City to be named as a additional insured	
	 \$1,000,000 aggregate or; 		
	 \$1,000,000 combined single limits 		
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	Waiver of subrogation	
4. Builders Risk Policy	100% of construction total	If Applicable	
5.a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable	

Contracts in the Amount of $\varphi_1,000,000-\varphi_0,000,000$					
Type of Insurance	Amount of Insurance	Provisions			
 Broad Form Commercial General Liability to include coverage for: k) Premises/Operations l) Products/Completed Operations m) Independent Contractors n) Personal Liability o) Contractual Liability 	\$2,000,000 each occurrence, \$4,000,000 general aggregate; \$4,000,000 umbrella	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of Subrogation			
2. Business Auto Liability	 \$1,000,000 per occurrence \$2,000,000 aggregate or; \$2,000,000 combined single limits 	City to be named as additional insured			
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	City to be provided a waiver of subrogation			
4. Builders Risk Policy	100% of construction total	If Applicable			
5. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable			

Contracts in the Amount of \$1,000,000-\$8,000,000

All Contracts over \$8,000,000 must contact Risk Management for insurance specifications. All Certificates of Insurance need to reference job or contract number in comments section.

Article XII Miscellaneous

12.1 <u>Entire Agreement</u>. This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings written or oral agreements between the parties with respect to this subject matter.

12.2 <u>Assignment</u>. Contractor may not assign this Agreement in whole or in part without the prior written consent of City. In the event of an assignment by Contractor to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

12.3 <u>Successors and Assigns</u>. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

12.4 <u>Governing Law</u>. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Collin County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said Court.

12.5 <u>Amendments</u>. This Agreement may be amended by the mutual written agreement of the parties.

12.6 <u>Severability</u>. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

12.7 <u>Independent Contractor</u>. It is understood and agreed by and between the parties that Contractor, in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent Contractor, and not as an agent or employee of City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

12.8 Under the Authority of the Clean Water Act, the Environmental Protection Agency (EPA), the City of Allen has endeavored to reduce / improve storm water quality per direction of the Texas Commission of Environmental Quality (TCEQ). The City of Allen has developed standard operating procedures (SOP's) for our Storm Water Management Program (SWMP). By signing this contract all vendors accept to follow our SOP's of our SWMP. Follow the link for our SOP's http://www.cityofallen.org/933/Storm-Water-Management

12.9 <u>Notice</u>. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:	with copy to:
City of Allen, Texas Attn: City Manager 305 Century Parkway Allen, Texas 75013	Peter G. Smith Nichols, Jackson, Dillard, Hager & Smith, L.L.P. 500 N. Akard, 1800 Lincoln Plaza Dallas, Texas 75201 Facsimile: 214-965-0010
f intended for Contractor:	

If intended for Contractor: FW Services Inc., dba Pacesetter Personnel Services Attn: Larry Kosta PO Box 2324 Houston, Texas 77252-2324

12.9 <u>Counterparts</u>. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

12.10 <u>Exhibits and Recitals</u>. The exhibits attached hereto and the Recitals are incorporated herein and made a part hereof for all purposes.

12.11 <u>Indemnification</u>. Contractor shall release, defend, indemnify and hold harmless City and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages, (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the performance of the work or caused by the negligent act or omission of Contractor, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Contractor is legally responsible (hereinafter "Claims"). Contractor is expressly required to defend City against all such Claims.

In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Company's obligation to defend City or as a waiver of Contractor's obligation to indemnify City pursuant to this Contract. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If Contractor fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor shall be liable for all costs incurred by City.

12.12 <u>Audits and Records</u>. Contractor agrees that during the term hereof, City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of the Contractor's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

12.13 <u>Conflicts of Interests</u>. The Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

12.14 <u>Warranty.</u> The Contractor warrants to the City that all labor furnished to perform the work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that the work will be performed in a good and workmanlike manner and at least in accordance with industry standards, and that the work will be of good quality, free from faults and defects and in strict conformance with this contract. All work not conforming to these requirements may be considered defective.

12.16 <u>Prohibition of Boycott Israel</u>. Consultant verifies that it does not Boycott Israel, and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

(Signature page to follow)

EXECUTED this day of

, 2018.

CITY OF ALLEN

By:

PETER H. VARGAS, CITY MANAGER

305 Century Parkway Allen, Texas 75013

ATTEST

SHELLEY B. GEORGE, CITY SECRETARY

EXECUTED this 10 day of April

2018.

FW Services Inc., dba Pacesetter Personnel Services

By: nature of Authorized Officer

Larry Kosta Name:

Print Name

Title: _____VP Government Relations

PO Box 2324 Houston, Texas 77252-2324

AGREEMENT FOR STAFFING SERVICES FOR THE COURSES AT WATTERS CREEK - PAGE 9

EXHIBIT "A" SPECIFICATIONS AND RESPONSE

- 1. City's Request for Proposal #2018-12-10.
- 2. Regent Service's Response to City's Request for Quote #2018-12-10.

EXHIBIT A



GENERAL INFORMATION

CITY OF ALLEN, TEXAS BIDS WILL BE ACCEPTED IN THE OFFICE OF THE PURCHASING MANAGER

REQUEST FOR PROPOSAL #2018-12-10 TEMPORARY PERSONNEL SERVICES FOR THE COURSES AT WATTERS CREEK (GOLF COURSE)

PROPOSALS ARE DUE TO THE PURCHASING DIVISION PRIOR TO:

FEBRUARY 15, 2018 @ 2:00 P.M.

NO LATE PROPOSALS WILL BE ACCEPTED FACSIMILE OR E-MAILED PROPOSALS WILL NOT BE ACCEPTED

SUBMIT ORIGINAL PROPOSAL AND THREE COPIES ALONG WITH CURRENT INSURANCE CERTIFICATE

> PROPOSAL PACKAGES MAY BE DELIVERED OR MAILED TO:

CITY OF ALLEN PURCHASING DIVISION 305 CENTURY PARKWAY ALLEN, TX 75013

FOR ADDITIONAL INFORMATION CONCERNING THIS PROPOSAL PLEASE CONTACT:

Mindy Gallegos, Contract Administrator 214-509-4631

SPECIFICATIONS AND REQUIREMENTS TEMPORARY PERSONNEL SERVICES FOR THE COURSES AT WATTERS CREEK (GOLF COURSE) #2018-12-10

It is the intention of the City of Allen to enter into a one-year contract for Temporary Personnel Services as needed by the Courses at Watters Creek. This procurement is expected to result in a one-year contract with four one-year renewal options. The City estimates a total of 10,400 hours for the Golf and Maintenance positions. This is an estimate of usage. This estimate may fluctuate up and/or down due to inclement weather, holidays, special events or seasonality. The City of Allen may not reach that total or we may exceed it, as our needs fluctuate. We used an approximation of services used in the past to estimate potential usage for the future. It is specifically understood and agreed that these hours are approximate and any increased hours will be paid at the quoted hourly rate. It is further understood that the contractor shall not have any claim against the City for hours less than the estimated amount.

The contract period shall commence upon execution/receipt of a valid City of Allen Contract/Purchase Order and continue for a period of one year. The City reserves the right to extend the contract period for two additional one-year periods, with said options to be exercised solely at the City's discretion.

PLEASE NOTE THAT THIS BID WILL BE AWARDED BASED ON "BEST VALUE".

The award to the successful bidder will be determined by best value to the City of Allen as allowed by Chapter 252 of the Local Government Code. The following criteria will be considered when selecting a contractor:

- the purchase price
- the reputation of the Proposer and the Proposer's services;
- the quality of the Proposer's service;
- the extent to which the Proposer's services meet the City's needs;
- the Proposer's past business relationship with the City.
- the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
- the total long-term cost to the City to acquire the bidder's goods or services; and any relevant criteria specifically

At the time of bid, bidders will provide three references from other similar organizations where they regularly provide temporary personnel services, which will include contact name, and telephone number (See Exhibit 4).

Successful contractor shall pay or cause to be paid, without cost or expense to the City of Allen all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

SCOPE OF WORK

- 1. The purpose and intention of this bid is for the City of Allen to receive quotations for an hourly rate for Temporary Personnel Services.
- 2. Contractor shall comply with all State, Federal, and local laws (including the Americans With disabilities Act, Title VII of the Civil Rights Act of 1964, Age Discrimination in Employment Act, and Civil Rights of 991) as to treatment and compensation of its employees. City of Allen shall make no payments to individual workers.
- 3. Contractor shall be responsible to maintain insurance coverage for all temporary employees to include general liability and auto liability in the amount of not less than \$1,000,000 per occurrence, naming the City of Allen as additional insured and providing a waiver of subrogation. The contractor shall maintain Workers Compensation 1,000,000 per occurrence and a waiver of subrogation shall apply. Contractor shall be responsible for any injury, damage or loss arising out of any acts or omissions of the temporary employee while performing their duties for the City of Allen. All insurance companies and coverage's must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Allen. A certificate evidencing the coverages with a 30 day notice of cancellation shall be provided before the contractor can begin any contractual obligation with the City.
- 4. The City has the right to control the details of the temporary employee's work while assigned to the City.
- 5. In the event that the temporary will be assigned driving duties, the City reserves the right to conduct a motor vehicle register check and a drug test before placing the temporary in the work environment. The City of Allen will cover all costs associated with this. This may consist of driving mowers, small tractors, gators. This does not include road vehicles.
- 6. The City of Allen estimates a total of 10,400 hours for the Golf and Maintenance positions at the Courses at Watters Creek. It is specifically understood and agreed that these hours are estimated and any increased hours will be paid at the quoted hourly rate. It is further understood that the supplier shall not have any claim against the City for hours less than the estimated amount. Hours breakdown by position are:
 - Golf Specialist (1 part time 1040 hours
 - Range Attendant (1 part time) 1040 hours
 - Golf Attendant (2 part time) 2080 hours/total 4160 hours
 - Maintenance Worker (2 full time) 2080 each/total 4160 hours
- 7. Attached is a listing of position specifications for the different types of personnel possibly needed by the City. Please use this form for quoting hourly rates for each description.

- 8. The City of Allen reserves the right to add additional job duties/descriptions if the need arises, during the term of this contract. Therefore, please provide a complete listing and hourly rate of additional services that your firm can provide that are not listed herein.
- 9. Hourly rates quoted shall be firm for one (1) year from award date and shall be binding if agency is selected for primary or alternate provider.
- 10. Please list at least three (3) references, preferably governmental agencies that you are currently doing business with (See Exhibit 4).
- 11. Proposal submission services to include:
 - a. description of agency and services provided;
 - b. applicant/employee testing conducted by agency;
 - c. employee training conducted by agency;
 - d. statement about worker's compensation and liability insurance coverage;
 - e. *employee criminal background screening conducted by agency Specific screening requirement: SS Trace to determine counties the individual has resided in to know which Criminal County checks to conduct (record of past 7 years); Statewide Criminal record check and Statewide Sex Offender Registry. If applicant has resided in another state in the past 7 years, we ask that those state records are checked in addition to Texas.
- 12. Contractor (s) will receive written notice of the bid award, which will include the agreed upon rate for each job description, a copy of the Temporary Personnel Services Specifications.
- 13. The City of Allen is an Equal Opportunity Employer. All job vacancies are advertised through the media and posted for public view. The City of Allen will not reject any application for employment by temporary employees assigned in the workplace. It is the policy of the City of Allen not to pay any release fees in the event a temporary is selected from the applicants.

14. EMPLOYEE IDENTIFICATION AND BUILDING ACCESS

All employees shall wear uniforms that bear company name/logo, which will be provided by the City (this includes weekly cleaning of the uniforms).

Access within the building shall be directed by the Supervisor or authorized representative. Contractor's employees may not leave the grounds during working hours except in cases of emergency and on approval of the Supervisor or his authorized representative. Contractor will be supplied with a list containing point of contacts and corresponding phone numbers to contact in case of an emergency. Vendor shall also provide an emergency contact in the event of an emergency/injury relating to an employee. Access to designated restricted areas is forbidden to contractor's employees. Areas to be restricted will be designated by the authorized city representative.

TEMPORARY PERSONNEL SERVICE OPERATING PROCEDURES

A City of Allen employee will call the temporary agency to place an order stating the position, typical duties, person and department the temporary will report to, starting time, date, and length of employment. At this time, the agency must verify the bid rate for the position requested.

The temporary agency must supply a temporary within the time period agreed by the city and the contractor and supply the name of the temporary to the Department Representative. In addition, the agency shall inform the temporary of the department in which the individual will be assigned.

When supplying temporary personnel, the agency must ensure/provide the following:

- Once a temporary employee is assigned to a department, the temporary employee is expected to work the full assignment unless the temporary or supervisor is dissatisfied with the assignment. Temporary personnel shall not be reassigned by the agency.
- All temporary employees are expected to report to work on time and dress appropriately for public contact.
- Sign in sheets will be provided by the City. Employees shall sign in and sign out, as required. Assigned Supervisor will collect the time sheets/pay period hours, which shall be consistent with current pay period schedule. These will then be provided to the Vendor.
- All temporary personnel shall be on separate invoices based on job/department assignment. To expedite invoice payments, the agency shall indicate the position in which the temporary employee worked on the timesheets at the rate proposed.
- Any personnel interfacing with the Courses at Watters Creek customers must be able to speak English.

ADDITIONAL INFORMATION:

Workers will NOT work on rooftops, not work more than 6 feet above ground or work surface. There may be some light tree pruning or hedge trimming from ground level.

Workers will not operate heavy equipment, nor drive vehicles on public streets. They will, however, run golf course equipment such as mowers, small tractors, gators, blowers, chain saws, weed-eaters, etc.

TEMPORARY PERSONNEL SERVICES POSITION CLASSIFICATIONS

Golf Specialist (1 Part time)

Overview:

The purpose of this position is to provide opportunities for the golfing community at the City's golf course. This is accomplished by providing an appropriate atmosphere instruction, practice and play. Other duties may include providing various forms of customer service, coordinating activities, providing various forms of administrative service, assisting with tournaments and interfacing with other City employees and citizens. This position provides direction to other employees.

Essential Functions:

The information listed below is intended to describe the general nature and level of work being performed by individuals assigned to this position. They are not intended to be an exhaustive list of all responsibilities, duties and skills required of this position.

- Provides various forms of customer service by greeting customers, answering questions, responding to concerns, promoting and providing a safe environment, answering and directing incoming calls, providing service by inputting information into a computer system, scheduling and monitoring tee times for customers, providing retail assistance and maintaining inventory at the golf course.
- Coordinates golf related activities by retaining instructors, setting up schedules, providing accounting services, including payment of instructors, monitoring attendance for activities, answering questions and concerns related to activities, organizing registrations and developing and implementing activities.
- Provides various forms of administrative service by monitoring equipment safety, maintaining cleanliness of facility, monitor patrons by providing first aid as needed, assisting in retail sales and class sales, maintaining records, providing some accounting assistance related to the budget coordinating facility rentals and golf tournaments.
- Assists with special events by facilitating coordination of events and tournaments, providing services as required by the type of event, assisting with event set-up and break-down and attending and supervising special events and tournaments.
- Provides direction to outside service personnel, range attendants and golf marshals to ensure a positive golfing experience for all customers.
- Performs duties as needed in the staging and storage of golf carts, collection and cleaning of driving range balls.

Job Requirements:

Education

Work requires knowledge of a specific vocational, administrative or technical nature that may be obtained with a two-year associates degree, diploma or equivalent from a college, technical, business, vocational, or correspondence school. Appropriate certification may be awarded upon satisfactory completion of advanced study or training.

Experience

No previous experience required.

Certification	and	Other	Requirements
Valid Texas Class C Driver's License.			

Supplemental Information:

Reading

Intermediate - Ability to read papers, periodicals, journals, manuals, dictionaries, thesauruses, and encyclopedias. Ordinarily, such education is obtained in high school up to college. However, it may be obtained from experience and self-study.

<u>Math</u>

Basic - Ability to perform the four basic arithmetic operations. Ordinarily, such education is obtained in elementary school up to high school. However, it may be obtained from experience and self-study.

Writing

Intermediate - Ability to write reports, prepare business letters, expositions, and summaries with proper format, punctuation, spelling, and grammar, using all parts of speech. Ordinarily, such education is obtained in high school up to college. However, it may be obtained from experience and self-study.

Managerial

Receives general directions. The employee normally performs the job by following established standard operating procedures and/or policies. The employee may choose the appropriate procedure or policy. Performance is reviewed periodically.

Supervisory / Organizational Control

Work requires functioning as a lead worker performing essentially the same work as those directed, and includes overseeing work quality, training, instructing, and scheduling work.

Complexity

Work requires analysis and judgment in accomplishing diversified duties. Requires the exercise of independent thinking within the limits of policies, standards, and precedents.

Interpersonal / Human Relations Skills

Discussion Very Frequent: More than 51% of work time.

Golf Attendant (Part time)

Overview:

The purpose of this position is to facilitate the provision of golf services to the citizens of Allen and the golfing community. This is accomplished by providing numerous forms of customer service at the golf course such as gathering practice balls and stocking ball machine. Other duties may include the cleaning and preparation of golf carts, tournament assistance, golf bag assistance, various ground maintenance tasks and interfacing with other City employees and citizens. This position does not provide direction to other employees.

Essential Functions:

- Washes, waxes and stages golf carts, and ensures cart batteries are fully charged.
- Maintains the cart preparation facility by reporting problems to the appropriate staff for repair.

Job Requirements:

Formal Education / Knowledge

Work requires the ability to read and understand written instructions, to understand simple processes and the routine operation of machines. Level of knowledge equivalent to two years of high school or equivalency.

Experience

No experience required.

Certification and Other Requirements

Valid Texas Class C Driver's License.

Supplemental Information:

Reading

Basic - Ability to recognize meaning of common two- or three-syllable words. Ordinarily, such education is obtained in elementary school up to high school. However, it may be obtained from experience and self-study.

<u>Math</u>

Intermediate - Ability to deal with system of real numbers; practical application of fractions, percentages, ratios/proportions and measurement. Ordinarily, such education is obtained in high school up to college. However, it may be obtained from experience and self-study.

Writing

Intermediate - Ability to write reports, prepare business letters, expositions, and summaries with proper format, punctuation, spelling, and grammar, using all parts of speech. Ordinarily, such education is obtained in high school up to college. However, it may be obtained from experience and self-study.

<u>Managerial</u>

Receives directions: The employee normally performs the duty assignment after receiving general instructions as to methods, procedures, and desired end results with some discretion when making selections among a few, easily identifiable choices. Assignment is reviewed upon completion.

Supervisory / Organizational Control

No responsibility for the direction or supervision of others.

Complexity

Work involves choices of action within limits set by standard practices and procedures. Professional judgment is required to apply the proper course of action.

Interpersonal / Human Relations Skills

Discussion Frequent: From 21% to 50% of work time.

Golf Range Attendant (Part-Time)

Overview:

The purpose of this position is to facilitate the provision of golf services to the citizens of Allen and the golfing community. This is accomplished by providing assistance to customers at the driving range. Other duties may include selling food, beverage and merchandise at the range house facility and daily opening or closing of the driving range. This position does not provide direction to other employees.

Essential Functions:

The information listed below is intended to describe the general nature and level of work being performed by individuals assigned to this position. They are not intended to be an exhaustive list of all responsibilities, duties and skills required of this position.

- Provides customer service by greeting customers, providing facility information, answering general course related questions and assisting with tournaments as needed.
- Sells food, beverages and merchandise including bucket of practice balls.
- Assists in opening and closing driving range facility.
- Handles driving range facility problems as with customer complaints where appropriate, identifies current risk and forecasts potential problems.

Job Requirements:

Education

Work requires the ability to read and understand written instructions, to understand simple processes and the routine operation of machines. Level of knowledge equivalent to four years of high school or equivalency.

Experience - No experience required.

Certification and Other Requirements

Valid Texas Class C Driver's License

Supplemental Information:

Reading

Basic - Ability to recognize meaning of common two- or three-syllable words. Ordinarily, such education is obtained in elementary school up to high school. However, it may be obtained from experience and self-study.

<u>Math</u>

Intermediate - Ability to deal with system of real numbers; practical application of fractions, percentages, ratios/proportions and measurement. Ordinarily, such education is obtained in high school up to college. However, it may be obtained from experience and self-study.

Writing

Intermediate - Ability to write reports, prepare business letters, expositions, and summaries with proper format, punctuation, spelling, and grammar, using all parts of speech. Ordinarily, such education is obtained in high school up to college. However, it may be obtained from experience and self-study.

Managerial

Receives directions: The employee normally performs the duty assignment after receiving general instructions as to methods, procedures, and desired end results with some discretion when making selections among a few, easily identifiable choices. Assignment is reviewed upon completion.

Supervisory / Organizational Control

No responsibility for the direction or supervision of others.

Complexity

Work involves choices of action within limits set by standard practices and procedures. Professional judgment is required to apply the proper course of action.

Interpersonal / Human Relations Skills

Discussion Frequent: From 21% to 50% of work time.

Maintenance Worker – Golf Course (2 Full-Time)

Overview:

The purpose of this position is to provide maintenance support to the City's Golf Course and residing facilities. This is accomplished by managing the turf and lawn, completing landscaping operations such as mowing, weed eating and edging, planting seeds, trees and other shrubbery, laying sod to ensure plant life, repairing park, field and golf course infrastructures and facilities when needed and preparing the golf course and grounds. Other duties may include cleaning and picking up debris, assisting with irrigation installations, documenting work completed and interfacing with other City employees and citizens. This position does not provide direction to other employees.

Essential Functions:

- Performs landscaping duties at the City's Golf Course by mowing golf course areas such as tees, fairways and roughs. Removing debris from walking areas and playable areas of the golf course. Operating various lawn tools and equipment, raking sand bunkers, servicing water coolers and similar daily functions.
- Cleaning golf course restrooms and buildings, stocking supplies as necessary and reporting maintenance performed.
- Assists with irrigation installations and repairs by determining problems, repairing and replacing parts, digging holes for accessibility and installation purposes, retrieving the appropriate tools and equipment and producing work orders.

<u>Job Requirements:</u> Formal Education / Knowledge

Work requires the ability to read and understand written instructions, to understand simple processes and the routine operation of machines. Level of knowledge equivalent to four years of high school or equivalency.

Experience

No experience required.

Certification and Other Requirements

Valid Texas Class C Driver's License

Work Schedule

This is a year-round position. Note that weather conditions during the winter months can impact the work schedule.

Supplemental Information: Reading

Basic - Ability to recognize meaning of common two- or three-syllable words. Ordinarily, such education is obtained in elementary school up to high school. However, it may be obtained from experience and self-study.

<u>Math</u>

Basic - Ability to perform the four basic arithmetic operations. Ordinarily, such education is obtained in elementary school up to high school. However, it may be obtained from experience and self-study.

Writing

Basic - Ability to write simple sentences containing subject, verb, and object, and/or series of numbers, names, and addresses. Ordinarily, such education is obtained in elementary school up to high school. However, it may be obtained from experience and self-study.

Managerial

Receives immediate direction. The employee normally performs the duty assignment after receiving detailed instructions as to methods, procedures, and desired end results with little room for deviation. Close and constant review is given.

Supervisory / Organizational Control

No responsibility for the direction or supervision of others.

Complexity

Normal tasks require use of definite procedures, with little deviation. Work requires little or no analysis or judgment.

Interpersonal / Human Relations Skills

Discussion Occasional: 20% or less of work time.

The City of Allen reserves the right to add additional job duties/descriptions if the need arises, during the term of this contract. Therefore, please provide a complete listing and hourly rate of additional services that your firm can provide that are not listed herein.