



## WorkQuest State Use Contract Agreement

This agreement, effective the 1<sup>st</sup> day of August 2021, by and between WorkQuest, as the certifying party, hereinafter called the "CERTIFYING PARTY", St. Dominic of Silos Rehabilitation Services, Inc. dba Daniel Pest Control & Professional Services, as the performing party, hereinafter called the "PERFORMING PARTY", and the Credit Union Department, hereinafter called the "DEPARTMENT", based upon negotiated price and specifications and certified by the Certifying Party which includes the following terms and conditions, pursuant to Chapter 122, Texas Human Resources Code.

### **SCOPE OF WORK**

Pest control services will be agreed to by both parties to include the following services at the Department located at 914 East Anderson Lane, Austin, Texas. A total of 4 sprays per year. A visit by the Performing Party will include and inspection and spraying the interior and outside perimeter of the Department building. Performing Party shall come once each quarter as the spray is guaranteed for 90 days. Any issues between the time of service and the next schedule service the Performing Party will come back to retreat. This service does not include services for fleas, crazy ants, fire ants or rodents.

### **DAMAGE**

Performing Party is responsible for any damage to the building or parked vehicles caused by either its employees or equipment.

### **AUDIT**

Performing Party acknowledges and understands that acceptance of funds under this contract shall constitute consent to an audit by the State Auditor, Comptroller, or other agency of the State of Texas.

### **COMPLIANCE WITH LAWS AND INSURANCE REQUIREMENTS**

Performing Party shall comply with all applicable federal, state, and local statutes and rules. Performing Party shall maintain worker's compensation insurance and general liability insurance.

### **PRICE**

The total amount of this Contract Agreement shall not exceed \$542.56. Services will be billed at a \$135.64 per quarter.

### **PAYMENTS**

Certifying Party will send billing invoices to the Department at Texas Credit Union Department, 914 East Anderson Lane, Austin, Texas 78752-1699, at least 30 days prior to the due date. The Department will pay in accordance with the Texas Prompt Payment law, Texas Government Code, Subtitle F, Chapter 2251.

### **CONTRACT TERMINATION & EXTENSION**

The initial term of the contract shall be 12 months beginning August 1, 2021 through July 31, 2022. This agreement may be terminated for any reason by the Department or the Certifying Party with a thirty (30) day advance written notice being given by the terminating party. At the end of the initial term, the Contract Agreement shall be reviewed annually or as expressly agreed by the contracting parties. Notices should be sent to the Credit Union Department, 914 East Anderson Lane, Austin, Texas 78752, Attention: Staff Services Officer.

Notices should be sent to the Certifying Party at WorkQuest, 1011 East 53 1/2 Street, Austin, Texas 78751, Attention: Abby Monk. with a copy to St. Dominic of Silos Rehabilitation Services, Inc. dba Daniel Pest Control, 425 Oak Springs Drive, Seguin, Texas 78155, Attention: Kurt Daniel.

**COMPLIANCE WITH LAWS**

Performing Party shall abide by and conform to all rules and regulations adopted or prescribed by the Department, as well as federal, state and local laws. The Department, Certifying Party and Performing Party hereby agree to the terms and conditions of this Agreement.

**ACCEPTANCE**

THE UNDERSIGNED PARTIES do hereby certify that, (i) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected parties of Local and State Government, and (ii) the services, supplies or Contract Agreement, are not required by Section 21 of Article XVI of the Constitution of Texas to be supplied under Contract Agreement given to the lowest responsible bidder.


The undersigned signatory for the Performing Party hereby represents and warrants that s/he is an officer of the organization for which s/he has executed this Contract Agreement, and that the officer has full and complete authority to enter into this Contract Agreement on behalf of the Performing Party and has legal authority to perform the activities provided for herein.

**PERFORMING PARTY: ST. DOMINIC OF SILOS REHABILITATION SERVICES, INC. DBA DANIEL PEST CONTROL & PROFESSIONAL SERVICES**

  
Kurt Daniel, Operations Director

Date: 06-23-21

**CERTIFYING PARTY: WORKQUEST**

  
Abby Monk, Contract Services, Regional Marketing Manager

Date: 6/23/2021

**CREDIT UNION DEPARTMENT, STATE OF TEXAS**

  
John J. Kolhoff, Commissioner

Date: 6/29/2021