

LEGACY PARK

THIS CONTRACT made and entered into this _____ day of _____ 2020, by and between Dodds Complete Lawn Service LLC party of the First Part, hereinafter designated as the CONTRACTOR, and the Norman Tax Increment Finance Authority, a public trust, hereinafter designated as the NTIFA, party of the Second Part.

WITNESSETH

LEGACY PARK GENERAL SITE/RESTROOM MAINTENANCE

WHEREAS, the NTIFA has caused to be prepared in accordance with law, specifications, and other bidding and/or request for proposal documents for the work hereinafter described and has received, approved and adopted all of said bidding and/or request for proposal documents, and has caused Notice to Bidders and/or request for proposal to be given and advertised as required by law, and has received proposals for the furnishing of all labor and materials for the following project:

As outlined and set out in the RFP #1920-55, which is incorporated fully by reference herein, and in accordance with the terms and provisions of said CONTRACT; and,

WHEREAS: the CONTRACTOR in response to RFP #1920-55, has submitted to the NTIFA on the manner and at the time specified, a proposal in accordance with the terms of this CONTRACT, which is fully incorporated by reference herein, and the NTIFA has declared the above-named CONTRACTOR to be qualified as the successful applicant(s) and has duly awarded this contract to said CONTRACTOR:

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this CONTRACT have agreed, and hereby agree, as follows:

1) TERM/RENEWAL

- A. This CONTRACT shall be for a period of one year from the original date approved unless terminated by either party as set forth in section (1) (C) of this Agreement.
- B. This CONTRACT may be renewed on an annual basis for two additional terms provided both NTIFA and CONTRACTOR are in agreement of renewal. Should the NTIFA desire to renew the CONTRACT, a written preliminary notice will be furnished to the CONTRACTOR prior to the expiration date of the CONTRACT so long as sufficient appropriations have been made for the particular fiscal year for which the renewal is sought.
- C. Either party may terminate this Agreement with (30) days advanced written notice to the other party, with or without cause.

2) STATEMENT OF WORK/PURPOSE AND GENERAL REQUIREMENTS

- A. The CONTRACTOR shall, in a good and first-class, workman-like manner, at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform said work in strict accordance with this CONTRACT. RFP #1920-55, Contract Specifications, Specific Provisions and Area Identification Maps thereto, all of which is hereby made a part of this CONTRACT as fully as if the same were set out at length.

- B. The services to be provided under these specifications shall be accomplished in a prompt and timely manner as set forth in the Request for Proposal.
- C. The CONTRACTOR shall, at all times, observe and comply with all Federal and State laws and all City of Norman ordinances, rules and regulations which in any manner affect the conduct of the work to be performed pursuant to these specifications and in accordance with the terms of the CONTRACT.

3) ORDER OF PRECEDENCE

In the event of an inconsistency between provisions of this CONTRACT, the inconsistency shall be resolved by giving precedence in the following order:

- (1) Contract articles, (2) Request for Proposal, (3) Other references.

4) CHARGES AND REIMBURSEMENT

- A. Expenses not usually incurred in general site/restroom maintenance as described in the proposal may be reimbursable at the discretion of the Director of Parks and Recreation or his designee. Any other expenses must be approved prior to the start of the job in order to be reimbursable.
- B. The cost for CONTRACTOR'S services shall be as set forth in its response to RFP #1920-55.
- C. Payment Schedule:
Invoices shall be submitted to the Parks and Recreation Department, on a monthly basis. Invoices shall include CONTRACTOR'S company name, address, phone number(s), invoice number, date and a detailed listing of work performed and corresponding dates for same.

5) DETERMINATION OF COMPLETION OF WORK AND PAYMENT

On completion of the work but prior to the acceptance thereof by the NTIFA, it shall be the duty of the Superintendent of Parks, or his designee, to determine that said work has been satisfactorily completed and fully performed in accordance with said CONTRACT documents; and upon making such determination shall so notify the NTIFA that payment is to be made.

6) PROOF OF INSURANCE

- A. The CONTRACTOR and his/her surety shall defend, indemnify and hold harmless the NTIFA, its officers and employees, from all suits, actions or claims of any character brought for or on account of any injuries or damages received or sustained by any person or persons or property caused by or from the CONTRACTOR or his/her employees or by or in consequence of any negligence in safeguarding the work or by or on account of any act or omission, neglect or misconduct of the said CONTRACTOR, of his/her employees, or from any claims or amounts arising or recovered under the Worker's Compensation Law or any other law, ordinances, order or decree; and as such, any money due the said CONTRACTOR, under and by virtue of his/her CONTRACT, shall be considered necessary by the Department in the defense or discharge of any such suits, actions or claims may be retained for the use of the Department; or in case no money is due, his/her surety shall be held until such suit or suits, action or actions, claim or claims for injury or damages as aforesaid, shall have been settled and satisfactory evidence to that effect furnished to the NTIFA.

- B. The CONTRACTOR shall not commence work under this CONTRACT until he/she has obtained all insurance required under these specifications, and such insurance has been approved by the City Attorney; nor shall the CONTRACTOR allow any SUBCONTRACTOR to commence work on his/her subcontract until all similar insurance has been received and approved by the NTIFA.
- C. No provision of the CONTRACT or of any such aforementioned document shall be interpreted or given legal effect to create any obligation on the part of the NTIFA to third persons, including, but not limited to assignees of the CONTRACTOR, subcontractors and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligations of the CONTRACTOR; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the NTIFA or in any such way to restrict the freedom of the NTIFA to exercise full discretion in its dealing with the CONTRACTOR.

7). NO SEPARATE LEGAL ENTITY

No separate legal entity or organization shall be deemed created by virtue hereof.

8). SEVERAL LIABILITY

- A. This Agreement shall not be construed as creating any agency or third party beneficiary agreements in any form or manner whatsoever.
- B. Both parties assume responsibility for its personnel, and will make all deductions for social security and withholding taxes, and contributions for employment compensation funds, and shall comply with all requirements of the Oklahoma Workers Compensation Act and the Oklahoma Governmental Tort Claims Act.
- C. Both parties herein, shall be exclusively liable for loss resulting from its torts of its employees acting within the scope of their employment.

9) MULTIPLE COUNTERPARTS

This Agreement shall be executed in multiple counterparts, each of which shall be deemed an original.

10) COMPLETE AGREEMENT

This Agreement is the complete agreement of the Parties regarding matters addressed herein, no oral agreements or representations shall be considered binding on the Parties.

11) SEVERABILITY

If any section, subsection, sentence, clause, phrase, or portion of this CONTRACT is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of the CONTRACT.

The sworn, notarized statement below must be signed and notarized before this CONTRACT will become effective.

STATE OF: Oklahoma)
)
COUNTY OF: Cleveland)

ss.

_____, of lawful age, being first duly sworn, on oath says that she/he is the agent authorized by CONTRACTOR to submit the above CONTRACT to the CITY. Affiant further states that CONTRACTOR has not paid, given, donated, or agreed to pay any officer or employee of the CITY any money or other thing of value, either directly or indirectly, in the procuring of the CONTRACT.

Dodds Complete Lawn Service LLC
CONTRACTOR

Signed: _____
Authorized Representative

Title: _____

Address: _____

Telephone: _____

Email address: _____

Subscribed and sworn to before me this _____ day of _____, 2020.

Notary Public

My Commission Expires, Commission Number

(Corporate Seal) (where applicable)
ATTEST:

NORMAN TAX INCREMENT FINANCE AUTHORITY:

Approved as to form and legality this _____ day of _____, 2020.

City Attorney

Approved by the NTIFA this _____ day of _____, 2020.

ATTEST:

Secretary

Chairman

SPECIFIC PROVISIONS

GENERAL:

The following provisions shall apply to all Sections of the specific provisions.

The Norman Tax Increment Finance Authority (NTIFA) desires to contract services for General Site/Restroom Maintenance at Legacy Park located at 1898 Legacy Park Drive. The following specific provisions apply to these services:

Workmanship:

It is the intention of the NTIFA to require the highest level of quality in Park Maintenance compatible with standard practices. The Contractor shall ensure that all work under this agreement is supervised by Contractor-employed supervisory personnel who are technically qualified and possess management skills required to implement modern methods. The Contractor shall ensure that all work under this agreement is performed by fully qualified experienced personnel directly employed by the Contractor. Additionally, the Contractor shall ensure that Contractor's employees are personally presentable at all times, and that such employees wear an appropriate uniform shirt, acceptable to the Superintendent of Parks or designated representative, containing Contractor's identification, when such employees are performing services under this agreement. The Contractor's vehicles shall be identified with the company name, vehicle number, and/or logo and phone number.

Materials:

Water shall be provided by the NTIFA.

All supplies, materials, equipment and tools shall be furnished by the Contractor and shall be maintained in proper working condition. Proper equipment should be used for each job task in order to provide professional looking grounds and restrooms.

Inspections:

The NTIFA shall evaluate services performed on a regular occurrence. Inspections may occur daily, but shall not be less than once per week. The NTIFA will identify and communicate to the Contractor's representative, areas of unsatisfactory work or of inadequate performance by the Contractor. The Contractor shall correct such identified unsatisfactory work or inadequate performance within seventy-two (72) hours.

Payments:

Payment for work performed shall be on a monthly basis for the previous month's work. Contractor shall submit invoices at a minimum of once a month; however, by-monthly invoicing is also acceptable.

The NTIFA will make payment within thirty (30) days from the date the NTIFA receives the invoice. If the maintenance work does not meet the Specifications and is deemed unsatisfactory by the Superintendent of Parks or designated representative, the NTIFA will notify the Contractor within ten (10) days from the date the NTIFA receives the invoice and the invoice will be returned to the Contractor. The Contractor may resubmit the invoice when the corrective work is completed to the satisfaction of the Superintendent of Parks or designated representative, and the thirty (30) day payment cycle will begin from the date the invoice is resubmitted and received by the NTIFA.

SECTION 3 – General Site/Restroom Maintenance:

- 1) All areas shall be kept free of litter, including broken glass and other such debris.
- 2) As part of the daily park cleanup, all trash receptacles shall be inspected and emptied daily. Trash receptacles half full of debris or containing foul odors shall be emptied at that time.
- 3) Sidewalks, pathways and hard surfaces shall be policed daily.
- 4) Floating litter shall be removed from the edge of the pond as necessary.

Restroom Maintenance:

Park restrooms will be cleaned one (1) time on a daily as follows: Once prior to 9:00 a.m. and support of events when given notice by the city of Norman 72 hours before the event and a predetermined agreed upon "per Occurrence Rate" for additional special event services.

- 1) Scrub and clean the water closets, urinals, sinks, doors, partitions, walls, floors and dispensers. Fixtures shall be free of stains; graffiti; top and bottom of toilet seats, base and behind fixtures shall be clean; floors shall not have standing water and shall be squeegeed or swept after washing to remove standing water. Walls and ceilings will be kept clean, free of cob webs, dirt and paper. **Detergent shall be "Crew" or approved equal. Disinfectant shall be "Virox 2-256" or approved equal.** Stainless steel cleaner shall be "2DBY2 Citrus Stainless Steel Cleaner" or approved equal. Approved equal shall be determined by the City of Norman Facilities Maintenance Superintendent. **Stainless steel fixtures shall only be cleaned with products approved for stainless steel.**
- 2) Tissue dispensers and paper products shall be checked and refilled. Contractor will keep a supply of paper products at the facility. All paper products shall be supplied by the Contractor.
- 3) The Contractor shall provide all equipment and supplies (detergents, mops, hoses, brushes and disinfectants) required to maintain the restroom in a clean and orderly manner.
- 4) Plugged toilets or sinks shall be repaired by the Contractor, if diligent effort with a plunger or closet snake or other like tool will accomplish the task. If the fixture cannot be unplugged by diligent effort, the Contractor shall notify the Superintendent of Parks or designated representative, to request assistance.
- 5) Restroom Hours: Restrooms will be open generally during daylight hours. Restroom door locks will be controlled by a built-in time control mechanism. The NTIFA shall be responsible for setting the opening and closing times and for communicating those times to the Contractor. The Contractor shall check to ensure that the doors are unlocked at the proper times and shall notify the Superintendent of Parks or designated representative, of any problems with the door locks.
- 6) Graffiti Abatement: Contractor will be responsible for removal of graffiti from restroom interiors. With the exception of the restroom interiors, graffiti abatement will be the responsibility of the NTIFA. The Contractor shall report any exterior graffiti to the Superintendent of Parks or designated representative, as soon as possible when discovered.
- 7) Contractor is to notify Parks Superintendent, if there is a need to shut off water to restroom amenities or close the restroom. Without proper approval the contractor is not of authority to close, lock and inhibit public from being able to use the full function of the restroom during designated park hours.



