

## CONTRACT

THIS CONTRACT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between Office Pride of Oklahoma City - Moore. as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the City, Party of the Second Part.

## WITNESSETH

WHEREAS, the City has caused to be prepared in accordance with law, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all said bidding documents, and has caused Requests for Proposals to be given and advertised as required by law, and has received proposals for the furnishing of all labor and materials for the following services:

### **CUSTODIAL SERVICES FOR NORMAN PARKS AND RECREATION**

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said contract; and

WHEREAS, the Contractor in response to said Requests for Proposals, has submitted to the City of Norman in the manner and at the time specified, a proposal in accordance with the terms of this Contract; and

WHEREAS, the City, in the manner provided by law, has opened, examined, and canvassed the proposals submitted and has determined and declared the above-named Contractor to be the lowest and best bidder on the above-proposed services, and has duly awarded this contract to said Contractor, for the sum named in the proposal, to wit: Office Pride of Oklahoma City – Moore \$5245.00 Dollars Per Month for the daily cleaning of the recreational facilities and water testing at Little Axe and \$45 Dollars Per Occurrence for opening / closing and cleaning of the park rental facilities.

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:

I. The Contractor shall, in a good and first-class, workmanlike manner at his own cost and expense, furnish all labor, materials (with the exception of toilet paper and paper towels), tools, and equipment required to perform and complete said work in strict accordance with this Contract and the following Contract Documents:

**CONTRACTOR SPECIFICATIONS:**

**JANITORIAL SERVICES**

Janitorial Services at Little Axe, Senior Center and Whittier & Irving Recreation Centers the contractor will provide five (5) days per week of janitorial service. The days will be Monday-Friday unless other arrangements are agreed to by Norman Parks and Recreation Administration. City will provide all toilet paper, paper towels, most cleaning solutions and chemicals. The cost of service should include; all labor and all equipment not provided by the City.

Janitorial Services will not be required at any of the Recreation and Community Centers on official City holidays. Holidays are as follows:

New Year's Day  
Martin Luther King Jr Day  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving and the Friday that immediately follows  
Christmas Eve and Christmas Day.

**SCHEDULE OF WORK TO BE PERFORMED:**

**Daily Tasks**

1. Non Carpeted Floors - Sweep with an anti-dust treated mop. Wet mop all floors.
2. Carpet and Mats - vacuum traffic areas. These areas are main entries at all doors, lobbies, main corridors in buildings and open areas.
3. Drinking Fountains- clean, disinfect and polish.
4. Glass and Windows - building entrances and lobby; Spot clean all interior and exterior glass surfaces to a height of 8'; removing any and all fingerprints, smudges, dirt, cobwebs, insects, grease, oils or accumulations from these areas as seen on a regular basis.
5. Trash Cans - empty and reline: Empty and reline plastic liners when dirty, ripped, or damaged with appropriate size and strength. Replace plastic liners on a weekly basis regardless of condition.
6. Recycle Bins - empty on an as-needed basis. Empty into recycling bins only. Do not mix garbage with recyclables.
7. Restrooms - clean, disinfect, restock supplies - Clean and disinfect all sinks, urinals,

toilets, partitions, countertops, and plumbing. Damp mop floors with disinfectant; clean and polish chrome and stainless fixtures; clean, disinfect and deodorize interior and exterior of sanitary napkin depositories; replace disposal bags and plastic trash liners. Clean mirrors- to be streak free; install disinfectant in floor drains and deodorizers in urinals. Fill all dispensers (soap, toilet paper, seat covers, paper towels, sanitary supplies).

8. Kitchens - sinks, counters and appliances- clean and disinfect. Include all countertops if in area and generally up all floor areas.

9. Classroom/Meeting Rooms - countertops, sinks, fixtures- damp wipe.

10. Gymnasium – Sweep floors with dust mop sport mop spills and sticky spots. Pick up trash in bleachers area along with spot mopping and wiping and disaffecting spots any stick spots. Empty trash cans and replace liners on daily basis. Use auto scrubbing machine at least twice a week to clean and disaffect flooring. **(Whittier and Irving ONLY)**

**Weekly Tasks** (to be performed at least once per week):

1. Non Carpeted Floors – Treat and buff floors to a shine. Wipe any and all baseboards free of moisture and dirt. Protect all wall surfaces.

2. Carpet and Mats—Vacuum the entire carpeted area, including under chairs, tables, around furniture legs and other easily moved items. Return moved items to their original position. Pick up hard to remove items by hand if necessary. Carpet shall be free of visible dirt, litter, and soil.

3. Wall, Doors and Ceilings - Spot clean, remove any and all fingerprints, smudges, dirt or accumulations from these areas as seen and on a regular basis.

4. Doors and Entrances—clean and polish (interior and exterior), clean and polish interior and exterior surfaces to a height of 8”, removing any and all fingerprints, smudges, dirt, cobwebs, insects, grease, oils or accumulations from these areas.

5. Dusting—removal of all accumulated dust, dirt, and debris from the surfaces, corners, crevices of all shelving, desks, bookcases, tables, partition tops, window ledges and baseboards.

6. Appliances – Wipe down kitchen appliances and cabinets-damp wipe cabinet fronts and pulls, towel dispensers, and exterior of appliances (refrigerator, freezer, microwave, oven, stove, and, ovens).

7. Staircases – Dust and wipe all staircase areas, including all railings and areas around and underneath stairs, vacuum carpet areas, spot clean carpet.

8. Janitorial Closets - clean, organize, and stock on a regular basis. Maintain all MSDS information in each Janitorial area.

**Monthly Tasks** (to be performed at least once per month):

1. Non Carpet - Machine scrub floors monthly. (**Whittier and Irving ONLY**)
2. Interior Glass and Windows—all areas, including skylights—Clean all interior glass surfaces, removing any and all fingerprints, smudges, dirt, cobwebs, insects, grease, oils or accumulations from these areas as seen on a regular basis. Cleaning of interior glass areas shall include window frames and ledges.
3. Exterior glass and windows—all areas, including skylights. Clean all exterior glass surfaces, removing any and all fingerprints, smudges, dirt, cobwebs, insects, grease, oils or accumulations from these areas as seen on a regular basis. Cleaning of exterior glass areas shall include window frames and ledges.
4. Spot clean high-traffic carpet areas/mats. These areas are main entries at all doors, elevator lobbies, and elevators and where food is available, main corridors in buildings and open landscaped areas. Evenings and/or weekends will be required.
5. Gymnasium – Wash and disinfect bleachers, seats, flooring and railing.

**Yearly Tasks** (to be performed at least once annually):

1. Non Carpeted Areas -- clean and wax floors. Traffic areas—Dust entire floor and all corners with treated mop, damp mop and remove any 11 spots or stains. Allow flooring to dry completely. Apply wax in traffic areas only
2. Carpet clean - Vacuum all areas to be cleaned (thoroughly) clean as needed with good-quality cleaner and/or solvent, hot-water steam and vacuum extraction.
3. Wastebaskets/Trash Cans - wash and disinfect. Clean and disinfect all wastebaskets and trash containers in all interior locations.
4. Refrigerators and Stove - Clean and disinfect, cleaning of hood range, oven and all surface areas.
5. Air Vents - clean air vents and replace filters.

**RENTAL FACILITIES**

Contractor is responsible for the opening and closing of rental facilities, along with the cleaning of building after the rental. Cleaning includes but is not limited to; sweeping, mopping, dusting, wiping down tables and chairs, removal of all trash to dumpster and trash can liner replacement, chair and table cleanings, cleaning of restrooms, cleaning kitchen including refrigerator and stove, chairs and tables back in the proper place.

Rentals are booked by residents and the Parks and Recreation office will notify contractor of

rentals on a weekly basis. Some rentals will have as short notice of 24 hours.

### **LITTLE AXE WATER TESTING**

Day to day testing will be the responsibility of the Contractor. The testing will include taking water samples and recording results on DEQ monthly report form and visually inspecting the system to insure there are no problems (i.e. water leaks, chlorine leaks and to also check chlorine levels in yellow tank). If there are any problems informing the proper City personnel. The Contractor will only be testing daily water samples; and NOT adding chlorine or working or dealing with any problems related to the chlorination system.

The Work will consist of the following:

1. Testing the chlorine residual at 3 taps once each day 365 Days a Year.
2. Recording the chlorine residual data and the meter reading on a sheet of paper in the well house daily.
3. Collecting one bacteriological sample each calendar quarter for compliance and deliver it to the water treatment plant laboratory. This work includes completing paperwork.
  - a. 1 Jan – 31 March
  - b. 1 April – 30 June
  - c. 1 July – 30 September
  - d. 1 October – 31 December

To have and to hold for a term of one (1) year from the date of the execution of this lease. Thereafter, this Agreement shall automatically renew on the anniversary of the Effective Date for a successive Term of equal duration upon the same general terms and conditions contained in this Agreement, or until such time as this lease may be terminated as provided herein, which ever date occurs first.

Either party will give a thirty-day written notice prior to cancellations of this service.

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II. The Contractor shall provide trained and qualified personnel and all supervision to perform the duties required in accordance with the specifications. The Contractor shall determine through the Background Checks that its personnel do not have police records, which would prevent employment in positions of trust. All employees found to have questionable police records shall be suspended from work until such time as a complete and thorough records check can be made to determine the suitability of said employees for continuance of his or her prescribed duties. Final determination shall rest with the Recreation Superintendent. All custodial employees shall abide by all the rules and regulations as set forth by the Recreation Superintendent including submission to polygraph testing if deemed so necessary by him. All employees at all times will dress neatly so as to give a clean appearance. Any employee that does not meet these dress and appearance guidelines or is under the influence of drugs or alcohol shall be asked to leave the premises and not return. The Contractor shall keep on file and shall upon request furnish the Recreation Superintendent a report each day which includes the following:

a) A list of the names of all personnel present for work the previous day, showing the positions filled by each person in the overall cleaning program and the number of hours worked

III. The City shall make payments to the Contractor on a monthly basis following the receipt of an invoice and affidavit from the Contractor. The invoice and affidavit shall be sent to the Parks and Recreation Department, P.O. Box 370, Norman, Oklahoma 73070.

IV. The Contractor assumes all risks incident to or in connection with its purpose to be conducted hereinunder and shall indemnify, defend, and save the City of Norman harmless from damages or injuries of whatever nature or kind to persons or property arising directly or indirectly out of the contractor's operations and arising from acts of omissions of his employees and shall indemnify, defend, and save harmless the City of Norman from any penalties for violation of any law, ordinance, or regulation affecting or having application to said operation or resulting from the carelessness, negligence, or improper conduct of contractor of any of his agents or employees.

In the connection therewith, the Contractor shall carry Worker's Compensation Insurance in accordance with State Laws and Employer's Liability Insurance in the following amounts:

a) Property Damage Liability – Limits shall be carried in the amount of not less than twenty-five thousand dollars (\$25,000.00) to any one person for any number of claims for damage to or destruction of property including but not limited to consequential damages arising out of a single accident or occurrence.

b) All Other Liability – In an amount not less than one hundred thousand dollars

(\$100,000.00) for claims including accidental death, personal injury, and all other claims to any one person out of a single accident or occurrence.

c) Single Occurrence or Accident Liability - In an amount not less than one million dollars (\$1,000,000.00) for any number of claims arising out of a single occurrence or accident.

The insurance policies shall be issued by a company approved by the City. The City shall be furnished with a Certificate of Insurance, which shall provide that such insurance shall not be changed or cancelled without ten (10) days prior to written notice to the City. Certificates of Insurance shall be delivered to the City prior to the commencement of this agreement. THE POLICY SHALL LIST THE CITY AS "CO-INSURED" OR "ADDITIONAL INSURED".

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

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IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CORPORATE SEAL

Office Pride of Oklahoma City - Moore  
Company Name

ATTEST: \_\_\_\_\_  
Corporate Secretary

BY Adrian Wilkerson  
President

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the Contractor to submit the above Contract to the City. Affiant further states that Contractor has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in the procuring of the contract.

Adrian Wilkerson  
President

Subscribed and sworn to before me this 28 day of August, 2019.

Lisa Griggs  
Notary Public

My Commission Expires:

Dec 7, 2020  
Commission Number: 16011372



CITY OF NORMAN

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
City Attorney

Approved by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_