

**MOWING, SECURING OF STRUCTURES AND  
REMOVAL OF HEALTH NUISANCES CONTRACT**

THIS CONTRACT made and entered into this 28th day of May, 2013, by and between **Aces Landscaping LLC** 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 and/or request for qualifications documents for the work hereinafter described and has received, approved and adopted all of said bidding and/or request for qualifications documents, and has caused Notice to Bidders and/or request for qualifications to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for the following project:

**MOWING, SECURING OF STRUCTURES, AND REMOVAL OF HEALTH  
NUISANCES**

As outlined and set out in the request for proposals of work and in accordance with the terms and provisions of said CONTRACT; and,

**WHEREAS:** the CONTRACTOR in response to said request for qualifications, has submitted to the CITY on the manner and at the time specified, a qualification statement in accordance with the terms of this CONTRACT and the CITY 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 effective from May 29, 2013 through March 31, 2014 when it shall terminate automatically, unless terminated by either party as set forth in section (1) (B) of this Agreement.
- B. This CONTRACT may be renewable for additional one-year periods at the option of the CITY. Should the CITY desire to renew the CONTRACT, a written preliminary notice will be furnished to the CONTRACTOR prior to the expiration date of the CONTRACT. Such preliminary notice shall not be considered to be a commitment to contract with the CONTRACTOR as all contracts must be approved by the Norman City Council and sufficient appropriations shall have been made for the particular fiscal year for which the renewal is sought.
- C. Should the CITY exercise this option for renewal, the CONTRACT as renewed shall be deemed to include this option provision for the total duration of this CONTRACT, including renewals.
- D. 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. Request for Qualifications, Contract Specifications, Area Identification Maps, and Bonds 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 Qualifications. The CITY reserves the right to assess a 10% per day penalty against the mowing CONTRACTOR should the work not be performed within the period for completion specified by the work order as specified in section 6) of this CONTRACT.
- C. The CONTRACTOR shall, at all times, observe and comply with all Federal and State laws and all City 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 qualifications, (3) Other references.

## **4) CHARGES AND REIMBURSEMENT**

- A. Mowing and Cutting Charge includes removal and disposal of up to ½ ton pick-up truck load of trash, litter and/or rubble and debris before mowing. The area to be cleaned and/or mowed for purposes of billing will be defined by City staff upon giving the assignment to the CONTRACTOR.
- B. Other expenses not usually incurred in regular health-hazard clean-ups may be reimbursable at the sole discretion of the Revitalization Manager or their designee. Any other expenses must be approved prior to the start of the job in order to be reimbursable.
- C. The CONTRACT specifications are included herein by reference. Areas will be defined by City planning staff based on the adopted zoning codes and shall be stated on the work order.
- D. Payment Schedule:
  - I. Urbanized and Rural Areas (Contract Specification Section I, II, III)  
(This amount is intended to include a basic set-up charge for mileage, time, equipment use and other incidental costs not otherwise accepted under this CONTRACT)
    - 1. 1-7,500 sq. ft.  
\$60.00

2. 7,501 –10,000 sq. ft.	\$85.00
3. 10,001-15,000 sq. ft.	\$135.00
4. 15,001-20,000 sq. ft.	\$185.00
5. 20,001 sq. ft. to 1 Acre	\$235.00

II. Strip Mowing (Contract Specification II, III)

1. Per 5,000 sq. ft	\$75.00
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III. Commercial Lots (Contract Specification I, II)

1. Commercial Lots with structures and obstructions per 5,000 sq. ft.	\$85.00
2. Commercial lots with no obstructions/structures per 5,000 sq. ft.	\$75.00

IV. Health Abatement

1. Minimum Removal & Clean Up of Health Nuisances \$75.00  
(Contract Specification IV)  
Hourly rate per employee \$25.00 (more than 2 employees per assignment must be approved by the Revitalization Manager or his/her designee or designated on the work order before work begins).
2. Minimum Security of Structures Charge (Contract Specification V) \$75.00
3. Hourly rate per employee \$25.00 (more than 2 employees per assignment must be approved by the Revitalization Manager or his/her designee or designated on the work order before work begins).

V. Reimbursement for landfill and other miscellaneous charges.

The CONTRACTOR shall be reimbursed for actual costs incurred for landfill dumping and tire and appliance disposal charges upon verification of a receipt included with the billing.

1. Per tire reimbursement	\$10.00
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**5) DETERMINATION OF COMPLETION OF WORK AND PAYMENT**

- A. On completion of the work but prior to the acceptance thereof by the CITY, it shall be the duty of the Project Manager 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 CITY that payment is to be made. Photographs of property before and after clean-up, with the addresses, must be submitted with invoice for the CITY's records.
- B. Invoices for payment will be processed within ten business days of acceptance of the work in the form of a payment authorization form that will be submitted to the Purchasing Division for payment.

**6) TIME REQUIREMENT FOR COMPLETION OF WORK**

The CONTRACTOR shall complete work within ten (10) calendar days following the receipt of a Work Order. The time for completion may be extended by the Revitalization Manager or their designee. A penalty of 10% will be assessed from the CONTRACTOR'S payment for each calendar day thereafter that the work is not complete. Whether or not the work is completed shall be determined solely by the Revitalization Manager or their designee.

**7) SUBMISSION OF PERFORMANCE BOND**

- A. The CONTRACTOR shall execute and deliver the required documents, bonds and proof of insurance. Each successful bidder shall post a performance bond with a surety company or in cash in the amount of \$1,500.00 to insure performance in accordance with specifications. The performance bond shall be for the entire term of the CONTRACT.
- B. The performance bond must be posted within 10 business days after the approval of the CONTRACT.

**8) PROOF OF INSURANCE**

- A. The CONTRACTOR and his/her surety shall defend, indemnify and hold harmless the CITY, 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 so much of the 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 CITY.
- 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 Revitalization Manager; 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 CITY.
- 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 CITY to third persons, including, but not limited to, sureties upon performance bonds, payment bonds, or other bonds, 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 CITY or in any such way to restrict the freedom of the CITY to exercise full discretion in its dealing with the CONTRACTOR.

**9) NO SEPARATE LEGAL ENTITY**

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

**10) 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.

**11) MULTIPLE COUNTERPARTS**

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

**12) 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.

**13) 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.

**14) FORCE MAJEURE**

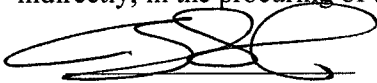
No party shall be held responsible for any delay or failure in performance of any part of the work to be performed to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, federal or state government requirement, court order, civil or military authorities, Acts of God or by the public enemy, acts or omissions of carriers or other causes beyond the control of the parties. If any such force majeure condition occurs, the party delayed or unable to perform shall give immediate notice to the other party. If any party is delayed or unable to perform due to the occurrence of such force majeure condition, performance of the work hereunder shall automatically be suspended for the duration of the force majeure condition and shall be resumed once the force majeure condition ceases.

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

STATE OF: Oklahoma)  
COUNTY OF: Cleveland)

SS.

Brandon Shinn, 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.



CONTRACTOR

Subscribed and sworn to before me this 7<sup>th</sup> day of May, 2013.

Pamula S. Jones  
Notary Public



August 16, 2015  
My Commission Expires

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

(Corporate Seal) (where applicable)

ATTEST:

Aces Landscaping LLC  
Contractor

Signed:   
Authorized Representative

Print: Brandon Shinn  
Authorized Representative

Owner  
Title  
Address: P O Box 651  
Noble, OK 73068  
Telephone: 405-872-8972  
990-5053

CITY OF NORMAN:

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

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

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

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor