

**AGREEMENT FOR PROFESSIONAL CUSTODIAL SERVICES
FOR THE MUNICIPAL COMPLEX AND NORMAN PUBLIC LIBRARY**

THIS AGREEMENT is entered into between **The City of Norman** (CITY) and **AHI Facility Services, Inc.**, (AHI) for the following reasons:

1. The **CITY** requires custodial services for the City of Norman Municipal Complex - Municipal Administration Building and Buildings A, B, and C located at 201 West Gray Street and the Norman Public Library located at 225 North Webster); and,
2. **AHI** is prepared to provide the Services as outlined in the proposal submitted June 4, 2013, and Exhibit "A" to this contract included herein and made a part hereof.

In consideration of the promises contained in this Agreement, **CITY** and **AHI** agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be 1st day of July, 2013, and extend through June 30, 2014. The terms and provisions of this contract may be extended by mutual agreements of the parties for an additional 12 month period unless the contract amount changes and after sufficient appropriations shall have been made for the particular fiscal year in which renewal is sought. Either party may terminate this agreement by giving a thirty (30) day notice in writing to the other party. In no event shall this contract be extended past June 30, 2016

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Oklahoma.

ARTICLE 3 - SCOPE OF SERVICES/SCHEDULE/COMPENSATION

AHI shall provide the Services outlined in Request for Proposal No. RFP-1213-88 as described in Exhibit "A", Pricing Schedule and Housekeeping Frequencies.

Invoices shall be due and payable monthly upon receipt. **CITY** shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 4 – PERFORMANCE AND STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the Services as further described in Request for Proposal No. RFP-1213-88, further outlined in the proposal submitted by **AHI** on June 4, 2013. All performance shall be

subject to inspection and approval by the City's Custodial Coordinator. In terms of standard of excellence, 100% excellence in the work performed and compliance shall be the goal.

ARTICLE 5 – INDEMNIFICATION AND LIABILITY

Indemnification. **AHI** agrees to defend, indemnify, and hold harmless the **CITY**, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of **AHI** in the performance of services under this Agreement. The **CITY** agrees to defend, indemnify, and hold harmless **AHI**, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of the **CITY** in the performance of services under this Agreement, provided such indemnification shall be applicable only to the extent sovereign immunity has been waived pursuant to Oklahoma law. **AHI** and the **CITY** each agree to promptly service notice on the other party of any claims arising hereunder, and shall cooperate in the defense of such claims. The acceptance by the **CITY** or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by **AHI** shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the **CITY** of any action, right, or remedy otherwise available to the **CITY** at common law.

Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 6 - INSURANCE

During the performance of the Services under this Agreement, **AHI** shall maintain the following Workers' Compensation 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 (\$125,000.00) 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 of Norman. The **CITY** shall be furnished with a Certificate of Insurance which shall provide that such insurance shall not be changed or canceled without ten (10) days prior written notice to the City of Norman. Certificates of Insurance shall be delivered to the City of Norman prior to the commencement of the agreement.

Subcontractors shall not be used unless **AHI** has received prior written approval from the Facility Maintenance Superintendent or his designee for the use of the subcontractors.

Failure of **AHI** to comply with this subsection shall constitute cause for termination of the contract. Approved subcontractors shall be required to submit the same insurance certificate required of the **AHI**. It is the **AHI's** responsibility to notify subcontractors of the **CITY's** insurance requirements and obtain and submit the insurance certificate to the City of Norman prior to any services being provided. It is the Contractor's responsibility to ensure subcontractors abide by all terms and conditions of this agreement.

ARTICLE 7 - TERMINATION

This Agreement may be terminated by either party upon written thirty (30) day to the other party.

ARTICLE 8 - NOTICES

Any notice required by this Agreement shall be made in writing to the address specified below:

CITY:

Matthew Smith
Facility Maintenance Superintendent
City of Norman
P.O. Box 370
Norman, OK 73070
(405) 292-9717

AHI:

AHI Facility Services, Inc.
Luke Bruns,
Director of Business Development
625 Yuma Court
Dallas, TX 75208
(214) 741-3714 Ext. 38

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the **CITY** and **AHI**.

ARTICLE 8 - DISPUTES

In the event of a dispute between **CITY** and **AHI** arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

ARTICLE 9 - EQUAL EMPLOYMENT OPPORTUNITY

AHI hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations. **AHI** affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital

status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is **AHI's** policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. **AHI** further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-100 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 10 - WAIVER

A waiver by either **CITY** or **AHI** of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 11 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 12 - INTEGRATION

This Agreement, including Exhibit "A," Request for Proposal No. RFP-1213-88, and the proposal submitted by **AHI** on June 4, 2013, incorporated by this reference, represents the entire and integrated agreement between **CITY** and **AHI**. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 13 - ASSIGNMENT

Neither **CITY** nor **AHI** shall assign any rights or duties under this Agreement without the prior written consent of the other party.

ARTICLE 14 - NO THIRD PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of **CITY** and **AHI**. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than **CITY** and **AHI**.

IN WITNESS WHEREOF, the City of Norman and AHI Facility Services, Inc., have executed this Agreement.

DATED this ____th day of _____, 2013.

The City of Norman
(CITY)

AHI Facility Services, Inc.
(AHI)

Signature _____

Signature_____

Name: _____ Cindy Rosenthal _____

Name_____

Title: _____ Mayor _____r

Title_____

Date_____

Date_____

Attest:

Attest:

City Clerk

Secretary

Approved as to form and legality this ____ day of _____ 200_.

City Attorney