MOWING, SECURING OF STRUCTURES AND REMOVAL OF HEALTH NUISANCES CONTRACT

THIS CONTRACT made and entered into this 1st day of April, 2026, by and between E & E Lawn Care, Inc. 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 as needed labor and materials for the following project:

MOWING, SECURING OF STRUCTURES, AND REMOVAL OF HEALTH NUISANCES, EASEMENT & SIGHT TRIANGLE OBSTRUCTIONS, & COVERING OR FILLING OPEN CELLARS, WELLS, OR CISTERNS

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 a 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 April 1, 2026 through March 31, 2027 when it shall terminate automatically, unless terminated at an earlier date by either party as set forth in section (1) (C) 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 renewal notice will be furnished to the CONTRACTOR prior to the expiration date of the CONTRACT. Such preliminary renewal 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.

   1. 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.

   2. The CONTRACTOR may decline to renew the CONTRACT.

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 provide as-needed services, including mowing, securing of structures, removal of health nuisances, removal of easement and sight triangle obstructions and covering or filling of open cellars, wells, or cisterns as detailed in the Request for Qualifications and Contract Specifications which are attached, incorporated herein by reference and made a part hereof.

B. The CONTRACTOR shall, furnish all labor, materials, tools, and equipment required to perform said services in a good, professional, and workman-like manner, at his own cost and expense. Bond and insurance requirements are hereby made a part of this CONTRACT as fully as if the same were set out at length.

C. The CONTRACTOR shall provide services in a prompt and timely manner as set forth in the Request for Qualifications. The CITY reserves the right to assess a 10% of total invoice per day penalty against the 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.

D. The CONTRACTOR shall submit completed work orders and signed invoices for payment in a prompt and timely manner as set forth in the Request for Qualifications. The CITY reserves the right to deny any payment due to the CONTRACTOR should the signed invoice for payment or the completed work order not be turned in within the period of time required as specified in section 7) of this CONTRACT. Repeated failures to comply with these requirements could result in termination of the CONTRACT.

E. 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.

F. The CONTRACTOR shall not enter into a contract with any property owner or occupant of any property in which a current abatement work order has been issued. No money may change hands with the CONTRACTOR and any private party related to a current abatement work order due to ethical considerations.

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) Contract Specifications

4) CHARGES AND REIMBURSEMENT

A. Mowing and Cutting Charge includes removal and disposal of the necessary amount of trash, litter and/or rubble and debris to allow for a thorough and complete job of mowing abatement. 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 abatements may be reimbursable at the sole discretion of the Code Compliance Supervisor/Manager or his designee. All other expenses **must** be approved prior to the start of the job or prior to the expense being incurred in order to be reimbursable.

C Payment Schedule:

I. Finish Mowing (Contract Specifications 4.H.1. Section a)
Finish mowing requires the grass/weeds to be no more than 3 inches in height when the work order is completed (This amount is intended to include a basic set-up charge for mileage, time, equipment use and other incidental costs not otherwise outlined under this CONTRACT).

1. Up to .20 Acres: $75.00
2. .21 Acres to .40 Acres: $100.00
3. .41 Acres to .60 Acres: $150.00
4. .61 Acres to .80 Acres: $200.00
5. .81 Acres to 1.0 Acres: $250.00
6. More Than 1.0 Acres: County Assessor assigned legal acreage multiplied by $250.00
7. Exceptions: The assigned Code Compliance Inspector or Supervisor/Manager (or designee) may allow or require a weeds abatement order to be paid at the rate in Section D (Health Nuisance Abatement) of Exhibit A, Payment Schedule in Contract Specifications on any parcel where the terrain or other obstacles prevent the use of traditional mowers, which would require the more labor intensive use of hand tools to accomplish the weeds abatement work order, or when only a portion of the lot can be mowed due to extensive tree coverage, etc. though still requires finish mowing.

II. Rough Cut Mowing (Contract Specification 4.H.1. section b)

1. Hourly rate of $125 with a one-hour minimum amount paid, to be paid in half-hour increments after the first hour; Includes labor & all required equipment.

III. Strip Mowing (Contract Specification 4.H.1. section c)

1. Hourly rate of $125 with a one-hour minimum amount paid, to be paid in half-hour increments after the first hour; Includes labor & all required equipment.

IV. Health, Easement Obstructions, Covering/Filling Open Cellars, Wells, or Cisterns, and Abatement and Securing of Structures (Contract Specification 4.H.1 sections d and e)

1. Minimum Removal & Clean-Up of Health Nuisances, Securing of Structures, Removal of Easement or Sight Triangle Obstructions, and covering or filling open cellars, cisterns or wells: $90.00, when the abatement time does not exceed one hour. When the abatement time exceeds one hour, then the minimum fee does not apply, and the rate will be paid as described in the next section (2): Hourly rate per worker (Contract Specifications 4.H.1. sections d and e).

2. Hourly rate per worker: $30.00 (more than 3 workers per assignment must be approved by the Code Compliance Supervisor/Manager or his/her designee or designated on the work order before work begins). If the amount of time necessary to complete the work exceeds one-hour, additional payment over that amount will be calculated in half-hour intervals.

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 work order. The CONTRACTOR will also be reimbursed for actual costs incurred for purchasing materials to secure unsecured structures, and covering swimming pools, open cellars, wells, or cisterns upon verification of a receipt included with the work order.

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 Code Compliance Supervisor/Manager or his/her designee, or Code Compliance Inspector 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. Sufficient documenting photographs of property before and after abatement, with the addresses, must be submitted with invoice for the CITY's records as set forth in the Contract Specifications.

B. Invoices for payment will be processed within ten (10) business days of acceptance of the work in the form of a payment authorization form that will be submitted to the CITY Purchasing Division for payment.

C. During the abatement process, any inactivity on the part of any CONTRACTOR and/or their employees/workers involved in the abatement process shall not be compensated nor charged toward the time spent fulfilling the requirements of the work order. Inactivity shall include any cessation of work, regardless of reason, unless it is in response to actions taken by the property owner and/or tenants. This CONTRACT requires the CONTRACTOR and/or all their employees/workers to be continually working during the abatement process for the time to be compensable.

6) TIME REQUIREMENT FOR COMPLETION OF WORK

The CONTRACTOR shall complete work within ten (10) calendar days following the date the Work Order was sent to the CONTRACTOR. The time for completion may be extended by the Code Compliance Supervisor/Manager or designee. A penalty of 10% of invoice total may 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 Code Compliance Supervisor/Manager or his designee, or Code Compliance Inspector.

7) TIME REQUIREMENT FOR TURNING IN WORK ORDERS AND INVOICES

The CONTRACTOR shall submit a completed Work Order within five (5) calendar days of the due date. The CONTRACTOR shall submit the signed invoice required for payment within 10 calendar days of the date the invoice for services rendered was sent to the CONTRACTOR for a signature. The CITY reserves the right to deny any payment due to the CONTRACTOR when these time requirements are not met. Repeated failures to comply with these requirements could result in termination of the CONTRACT.

8) SUBMISSION OF PERFORMANCE BOND

A. The CONTRACTOR shall execute and deliver the required documents, bond 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 in effect for the entire term of the CONTRACT.

B. The performance bond must be posted within ten (10) business days after the approval of the CONTRACT.

9) PROOF OF INSURANCE AND INDEMNIFICATION CLAUSE

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 Code Compliance Supervisor/Manager or his designee.

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, employees and any other 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.

10) WORKERS COMPENSATION

CONTRACTOR assumes 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.

11) COMPLETE AGREEMENT AND MODIFICATION

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. Any modifications to this CONTRACT shall be made in writing and executed by both Parties.

12) 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.

13) 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.

14) The attached sworn, notarized contract affidavit must be signed and notarized before this CONTRACT will become effective.

IN WITNESS WHEREOF, the hereby parties execute and approve and respectively set their hands and seals.

(Corporate Seal) (where applicable)

E & E Lawn Care, Inc.
Principal

ATTEST:

Signed: _____
Authorized Representative

_____
Corporate Secretary (where applicable)

Owner / managing Member
Title

Date: 3-16-2026

Address: 335 E Raleigh Terrace
Mustang OK 73064

Telephone: 405-343 0247

CITY OF NORMAN:

Approved as to form and legality this 20 day of March, 2026.

Elisabeth Muckala
City Attorney

Approved by the City of Norman, this _____ day of _____, 2026.

ATTEST:

_____
City Clerk

_____
Mayor

CONTRACT AFFIDAVIT

STATE OF Oklahoma)
) SS
COUNTY OF Cleveland)

Taylor Engles, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm of E & E Lawn Care, Inc. to submit the above Contract to the City of Norman, Oklahoma.

Affidavit further states that such firm has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City of Norman, Oklahoma, 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 16 day of March, 2026.

Jamie Wright
Notary Public

My Commission Expires:
Aug 20, 2026.

JAMIE WRIGHT NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA #18008271 Exp. August 20, 2026

March 22, 2023

To Whom it May Concern:

My Company, E & E Lawn Care, Inc., is a corporation. I am the sole employee and I have no corporate secretary.

Taylor Engles
E & E Lawn Care, Inc.