



Agreement for Cleaning Services

Contract made this 27th day of January, 2020, between City of Oelwein, an Iowa Municipal corporation, here referred to as City and Steve Horan d/b/a, Horan Cleaning, here referred to as Contractor.

- A. City of Oelwein is an Iowa municipal corporation, and desires the following services performed.
- B. Contractor agrees to perform these services for City under the terms and conditions set forward in this contract.

In consideration of the mutual promises set forth in this contract, it is agreed by and between City and Contractor.

Section One **Description of Work**

The work to be performed by the contractor includes all services, generally performed by Contractor in Contractor's usual line of business, including, but not limited to, the following:

- Cleaning Oelwein City Park shelters and restrooms.
- Cleaning of City Park from May 15 to September 15 each calendar year.
 - Shelters and restrooms covered under this contract:
 - City Park east side of the lake, Redgate Park, Wings Park, Platts Park, Sports Complex – restrooms only.
 - Clean out the BBQ grills next to the shelters daily
 - Pick up trash from around the shelters and restrooms in the grass and gravel areas approximately 50 feet from the building
 - Light maintenance duties such as replacing burnt out light bulbs
 - Reasonably attempt to unclog toilets when found cleaning the restrooms
 - Reporting and found vandalism
 - Emptying of bike trail garbage cans at Wings Park and Platt Park
 - All shelters under this contract will be power sprayed bi-monthly and as needed.
 - All bathrooms floors and grills will be washed bi-monthly and as needed.

The Contractor will provide all cleaning chemicals, trash bags and equipment used to maintain a clean and safe work environment unless otherwise requested by the City.

The Contractor will provide proof of insurance to the city annually on July 1.

The City will provide light bulbs, paper products, and hand care products.

Section Two **Payment**

The City will pay the contractor \$1,294.00 monthly payable in June, July, August for services. The City will pay the contractor \$647 monthly payable in May and September for services. Contractor will provide appropriate supporting documents as requested by the City to process payments.



**Section Three
Relationship of Parties**

The parties intend that an independent contractor-employer relationship will be created by this contract. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the contractor. Contractor is not to be considered an agent or employee of City for any purposes, and the employees of contractor are not entitled to any benefit that city provides for City employees. It is understood that City does not agree to use contractor exclusively. It is further understood that Contractor is free to contract for similar services to be performed for other entities and individually while under contract with City. Contractor to supply all tools, equipment, vehicles, insurance, safety equipment and gear.

**Section Four
Liability**

The work to be performed under this contract will be performed entirely at Contractor’s risk, and Contractor assumes all responsibility for the condition of tools and equipment used in the performance of this contract. Contractor will carry, for the duration of this contract, public liability insurance in an amount acceptable to City. Contractor agrees to indemnify owner for any and all liability or loss arising in any way out of the performance of this contract.

**Section Five
Duration**

The parties hereto contemplate this contract to commence on May 15, 2020 and shall terminate on July 1, 2022.

**Section Six
Miscellaneous**

1. City reserves the right to bar entry to any agent of the contractor, if in the sole determination of the city, the agent should not be allowed access to any particular structure of the City.
2. Parties agree the venue for all disputes is Fayette County, Iowa and the choice of law is Iowa law.
3. In the event of litigation, if successful, the city may recover the costs of litigation from the contractor.

Contractor

City of Oelwein

By _____
d/b/a Horan Cleaning

By _____
Mayor Brett DeVore

By _____
City Administrator Dylan Mulfinger