

Agreement for Cleaning Services

Contract made 14th day of June 2021, between City of Oelwein, an Iowa Municipal corporation, here referred to as City and Horan Cleaning LLC, 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 Hall after closing on Friday and before next business day.
 - Burnishing and polishing the tile and sealed floors at City Hall as needed.
 - Washing the exterior of the windows at City Hall once in the spring and once in the fall.
 - Scrubbing and refinishing approximately 564 square feet of floor tile at City Hall, once every two years, during odd numbered years.
 - Light maintenance duties including replacing burnt out bulbs, maintenance air fresheners, refill soap dispensers, and taking trash to dumpsters.
 - Vacuuming all carpeted areas and door/floor matting.
 - Sweeping or vacuuming of all hard floor surfaces.
 - Dusting, cleaning & polishing of all counter & table areas.
 - Sanitizing surface of front customer counter.
 - Dusting chair arms and legs, vacuuming fabric seat and crevice.
 - Dusting, cleaning & polishing of flat surface areas such as desktops (that don't have work product on them), computer monitors, windowsills, file cabinets etc.
 - Dusting exposed areas on flat surfaces such as desktops, keyboards, calculators, phones, etc. (with work product on them) using one of the following to lightly dust over the top to prevent accumulation: Webster, O'Cedar, electrostatic, lamb's wool, microfiber dusters or similar product. It is not necessary to move any of the paperwork or clutter.
 - Cleaning and sanitizing of all bathroom areas.
 - Cleaning of breakroom area.
- The Contractor will provide all cleaning chemicals and equipment used to maintain a clean and safe work environment unless otherwise requested by the city.
- The Contractor will provide proof of liability insurance and workers compensation insurance to the city annually on July 1.
- The City will provide light bulbs, paper products, hand care products, and trash bags.
- Contractor will provide a cleaning schedule of work to be performed weekly, biweekly, monthly, quarterly, semiannual, and annual to be used as a guide for both parties involved.

- Construction cleaning responsibilities during the remodeling phase will be negotiated verbally by Deputy City Clerk or City Administrator with contractor and mutually agreed upon by both parties. There will be no set schedule and will be completed on an as needed basis.

Section Two: Payment

City will pay contractor as outlined below:

City will be invoiced monthly by the contractor using a weekly cleaning rate of \$69. 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 individuals 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 commences on July 1, 2021, renewable 1 year, and shall end on June 30, 2023.

Section Six: Miscellaneous

1. Contractor will sign the attached nondisclosure/confidentiality agreement and ensure any employees are bound to the same terms.
2. 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.
3. Parties agree the venue for all disputes is Fayette County, Iowa and the choice of law is Iowa law.
4. In the event of litigation, if successful, the city may recover the costs of litigation from the contractor.
5. Contractor will return from his possession, 1 city hall building master key upon termination of this contract.

Contractor

By _____
Steve Horan, d/b/a Horan Cleaning LLC

City of Oelwein

By: _____
Mayor Brett DeVore

Date _____

By: _____
City Administrator, Dylan Mulfinger