

Agreement for Cleaning Services

Contract made 1st day of October, 2024, between City of Oelwein - Airport, and Steve Horan d/b/a, Horan Cleaning, here referred to as Contractor.

- A. City of Oelwein - Airport, 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 the Airport Facility weekly – or as agreed due to unknown usage and need for cleaning
 - Washing the exterior of the windows at the Airport office once in the spring and once in the fall.
 - Vacuuming all carpeted areas and door/floor matting.
 - Dusting and cleaning of all counter & table areas.
 - Dusting and cleaning of flat surface areas such as desktops (that don't have work product on them), computer monitors, windowsills, file cabinets etc.
 - Cleaning and sanitizing of all bathroom areas.

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 liability insurance and workers compensation insurance to the city annually on July 1.

The City will provide paper products, hand care products, and trash bags.

Section Two Payment

City will pay contractor as outlined below:

Each cleaning will be \$35.00

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's 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 October 1, 2024 and shall terminate on June 30, 2025

**Section Six
Miscellaneous**

1. Contractor will sign the attached nondisclosure/confidentially 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 successful party may recover the costs of litigation from the unsuccessful party.

Contractor

City of Oelwein

By: _____
Steve Horan d/b/a Horan Cleaning

By: _____
Brett DeVore, City of Oelwein

Contract prepared by Steve Horan