

## Agreement for Cleaning Service

Contract made 1st day of (TBD) 2022, between City of New Hampton, an Iowa Municipal corporation, here referred to as here referred to as Contractor.

- A. City of New Hampton is an Iowa municipal corporation, and desires the following services performed.
- B. Contractor agrees to perform these services 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 New Hampton City Hall, Economic Development Office, Park & Recreation offices 1-2 times per week, Library – daily, Fire Station – 1 time every 2 weeks, more if needed.
  - 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.
  - Light maintenance duties include 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.
  - Performs a variety of maintenance and minor repair tasks in city hall and other public buildings, including adjusting doors; repairing ; changing fuses and making other simple electrical repairs; repairing faucets and making other simple plumbing repairs; painting walls and other surfaces; using a variety to tools, equipment and supplies, including hammer, screwdrivers, wrenches, paint brushes, and ladder.
  - Moves Furniture as directed
  - Secure Facilities after use
  - Consults with the City Clerk's office regarding custodial duties, maintenance schedules and physical plant and equipment maintenance concerns.
  - Other duties as assigned.
- The City 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.

Section Two: Payment

City will pay contractor as outlined below:

City will be invoiced monthly by the contractor using a \_\_\_\_\_.

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 are not entitled to any benefit that city provides for City employees. It is understood does not agree to use 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 the City. Contractor agrees to for any and all liability or loss arising in any way out of the performance of this contract.

Section Five: Duration and Termination

The parties hereto contemplate this 3-year contract which commences on \_\_\_\_\_, 1 year renewable, and shall end on \_\_\_\_\_. Contract may be terminated with a 60 day advance notice prior to July 1 each year.

Section Six: Miscellaneous

1. Contractor will sign the attached nondisclosure/ 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. In the event of litigation, if successful, the city may recover the costs of litigation from the contractor.
4. Contractor will return from his possession, 1 city hall building master key upon termination of this contract.

Signature:

\_\_\_\_\_

Bobby Schwickerath, Mayor

\_\_\_\_\_

, Contractor