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TULSA COUNTY

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PURCHASING  
DEPARTMENT

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MEMO

DATE: April 3, 2019

FROM: Megan L. Blackford  
Assistant Purchasing Director



TO: Board of County Commissioners

SUBJECT: Agreement – Final Touch Commercial Cleaning, Inc.

Submitted for your approval and execution is the attached agreement between the Board of County Commissioners on behalf of the Tulsa County Highway Construction division and Final Touch Commercial Cleaning, Inc. for janitorial services at the Tulsa County Highway Construction division's location in Owasso, Oklahoma.

Respectfully submitted for your approval and execution.

MLB

ORIGINAL: Michael Willis, County Clerk, for the April 8, 2019 agenda.

**Final Touch Commercial Cleaning, Inc.** herein called Contractor hereby proposes to provide the necessary labor, supervision, material, and equipment to perform the services listed below.

**CONTRACT WITH:** Tulsa County Highway Construction  
6601/6633 N. 115<sup>th</sup> E. Ave.  
Owasso, OK 74055

**SERVICE PROVIDED:** Professional Cleaning

**WORK STANDARDS:** As per attached specifications.

**INSURANCE:** Certification submitted for:

**Worker's Compensation Statutory Rules**

Public Liability	\$2,000,000
Property Damage	\$2,000,000
Blanket Fidelity Bond	\$5,000/employee
Employee Liability	\$500,000

**PERSONNEL:**

It is understood and hereby agreed that the Customer will not solicit, offer, or hire any personnel working for the Contractor to perform services similar to those supplied by the Contractor during the term of this Contract upon expiration or voidable clause. Customer shall not enter into a contract with another janitorial cleaning service for the sole purpose of soliciting, offering, or hiring personnel of Final Touch Commercial Cleaning. This clause shall remain in effect for three hundred sixty-five (365) days after expiration of term or void of this Contract.

**HOLIDAYS:**

The following days, or the actual day the Federal Government recognizes as the Holiday, are statutory holidays on which the Contractor shall not be obligated to perform any service: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Also, any other holidays the Customer observes.

**TERMS OF PAYMENT:**

All invoices shall be submitted monthly on the 1<sup>st</sup> of the current month and submitted for payment within thirty (30) days from the invoice date.

## **TERMS OF THE AGREEMENT:**

This initial Service Agreement term shall begin on April 1, 2019 and shall end on March 31, 2020. After the expiration date of this Service Agreement, the Service Agreement and all subsequent amendments may be renewed by mutual agreement of parties and be extended for additional one-year terms until either Tulsa County Highway Construction or FTCC terminates the Service Agreement by providing a 90-day written notice of termination in advance of expiration.

### **Indemnification**

FTCC hereby agrees to indemnify and hold harmless Tulsa County Highway Construction against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any negligent act or omission of FTCC in the performance and/or failure to perform within the Service Agreement including the negligent acts or omission of any subcontractor or any direct or indirect employees of FTCC or its subcontractors.

### **Dispute Resolution**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.

### **Assignment**

FTCC shall not assign any interest in this Service Agreement by assignment or transfer without prior notification from FTCC to Tulsa County Highway Construction and written consent of Tulsa County Highway Construction.

### **Agreement Modification**

No amendment or variation of the terms of this Service Agreement shall be valid unless made in writing, signed by both parties and approved as may be required by law. No oral understanding not incorporated in the Service Agreement is binding on any of the parties.

### **Insurance**

FTCC's Insurance – FTCC shall submit evidence to Tulsa County Highway Construction and will add Tulsa County Highway Construction as 'an additional insured party' on FTCC's policies. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' written notice in advance to.

### Worker's Compensation Insurance

FTCC shall maintain, during the life of the Service Agreement, Workers' Compensation Insurance for all of the FTCC employees. In case any work is sublet, FTCC shall require the Subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by FTCC. In case any class of employees engaged in work under the Service Agreement is not protected under the Workers' Compensation laws, FTCC shall provide for any such employees, and shall further provide or cause any and all Subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation laws.

### Severability

If any term or condition of this Service Agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Service Agreement are declared severable.

Nothing contained herein shall be construed to create a partnership or other such association between County and FTCC. All services rendered by FTCC hereunder shall be supplied in the capacity of independent contractor and in no event shall FTCC be or act as agent, partner, employee or joint venturer of County.

Professional Cleaning Services: \$1,500.00 per month for 3 days a week professional commercial cleaning.

Tulsa County Highway Construction  
6601/6633 N. 115<sup>th</sup> E. Ave.  
Owasso, OK 74055

Supplies:

**Tulsa County Highway Construction** will provide all consumables (paper towels, toilet tissue, liners, hand soap, hand sanitizer, toilet seat covers, etc.). Final Touch Commercial Cleaning will provide all cleaning supplies and equipment.

Floor work:

All floor work requested will be invoiced separately.

Carpet Cleaning:

Carpets requested will be invoiced separately.

**SECURITY:**

The Customer agrees as follows:

- A) To provide locking storage space for all equipment and supplies.
- B) To advise employees to secure all personal items and leave desks as clear of paper as possible.
- C) To assign one employee as the individual responsible for communication between the Customer and Contractor.

**TERMINATION:**

This Contract shall continue in effect unless and until either party notifies the other in writing by giving a thirty (30) days' notice.

**ACCEPTANCE:** Effective Starting Date: \_\_\_\_\_

\_\_\_\_\_  
**Tulsa County Highway Construction**  
*by the Board of County Commissioners*



**FINAL TOUCH**  
COMMERCIAL CLEANING CO.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

*Nolan M. Fiddler 4-3-19*  
**APPROVED AS TO FORM**  
**ASSISTANT DISTRICT ATTORNEY**

# **Cleaning Specifications For Tulsa County Highway Construction**

## **General Offices and Hallways:**

1. Empty all trash containers nightly.
2. Replace all trash liners as needed.
3. Dust mop all hard floor surfaces.
4. Vacuum all carpet traffic areas wall to wall nightly.
5. Clean drinking fountains nightly.
6. Turn out lights after space is cleaned nightly.
7. Spot clean front doors and entrance glass nightly.
8. High dusting of air vents, tops of doors, door frames, ceiling corners, and edges weekly.

## **Rest Rooms:**

1. Sweep and mop all floors.
2. Wash and disinfect all basins, scrub bowls and urinals nightly.
3. Clean partitions weekly.
4. Empty and clean all paper towel and sanitary napkin dispensers nightly.
5. Remove wastepaper and refuse nightly.
6. Fill seat cover dispensers, toilet tissue holders, soap dispensers, towel dispensers, and sanitary napkin dispensers nightly.
7. Clean countertops nightly.
8. Clean sinks nightly.

**Lobbies and/or Stairwells:**

1. Clean all entrance doors, window frames and ledges nightly.
2. Vacuum all carpeting nightly.
3. Dust all railings, ledges, and sweeping in stairwells monthly.
4. Clean and polish drinking fountains nightly.
5. Empty all trash bins nightly.

**Break Rooms/Lunch Rooms:**

1. Sweep and mop all floors nightly.
2. Vacuum all carpeting nightly.
3. Clean all sinks nightly.
4. Empty trash receptacles nightly.
5. Clean and wipe down tables nightly.
6. Clean counter tops nightly.

**\*Note- Any additional cleaning services may be added to the scope of work with Final Touch Commercial Cleaning before initiation of the service agreement.**