

**TOWN OF OAK  
ISLAND**  
**SCOPE OF WORK FOR  
CUSTODIAL SERVICES FOR  
TOWN FACILITIES**

**1. TERM**

- A.** This agreement shall be binding on both parties from the above date of the contract to October 1, 2026, unless terminated sooner or extended as stipulated herein.
- B.** The term of this contract may be extended on an annual basis for three (3) additional years. Such extensions shall be by mutual agreement of the parties, with such extension agreement to be in writing if any terms of this basic agreement are renegotiated and modified by the parties for such extension period.

**2. SCOPE OF CONTRACT**

To provide a complete and efficient janitorial service including all reasonable and necessary labor, supervision, equipment and supplies to keep the contracted area clean and properly supplied per the specifications of the contract. The contracted areas shall be: The Town of Oak Island Town Hall, the Town of Oak Island Police Station, the Public Services Building, the Recreation Center, the Community Center, the Ocean Education Center and the Nature Center, seasonally.

**3. LEGAL REQUIREMENTS**

The Contractor shall comply with all Federal, State, and Town of Oak Island statutes, ordinances, regulations, or other legal requirements that apply to this Contract.

**4. INSURANCE**

The Contractor shall be responsible for obtaining and maintaining during the life of the contract insurance coverage to satisfy, at the minimum, that which is required by State of North Carolina and Federal Law and associated regulation for Workers' Compensation, General Liability and Automobile Liability to the extent that any of these are applicable to the performance of the custodial services being provided.

**5. HOLD HARMLESS**

The Contractor agrees to indemnify and hold harmless the Town of Oak Island, Its employees and Its agents from all loss, liability, claims or expense (including reasonable attorneys' fees) arising from bodily injury, including death or property damage to any person or persons caused in whole or in part by the negligence or willful misconduct of the Contractor except to the extent same are caused by the negligence or misconduct of the Town.

**6. KEY RESPONSIBILITY**

The Contractor shall be responsible for any lost keys, card keys, and any inherent damages (i.e., re-keying of whole facility). This cost shall be withheld from payment(s).

## 7. SAFETY AND HEALTH

All Work shall comply with applicable Federal, State and Town of Oak Island safety and health requirements. Where there is a conflict between the applicable regulations, the most stringent will apply.

The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work, and subcontractors that results in illness or death.

## 8. SECURITY REQUIREMENT

The successful Contractor will submit to the Town representative in writing 48 hours prior to the award all employees NAMES, DATE OF BIRTH, and SOCIAL SECURITY NUMBERS, who have access to the building in performance of the contract work.

## 9. SUPERVISION(S)

The Contractor shall provide the necessary full time on-site supervisors, not to be included in the productive hours for proper contract administration of the work performed on the contract. The Contractor shall be required to provide the name and position within the company of the supervisors to the Town; the contractor shall provide a telephone answering service for the use of the supervisors for work-related messages.

## 10. MANDATORY QUALIFICATIONS FOR CONTRACTOR PERSONNEL

There must be a representative of the Contractor on-site during Contractor work hours that will be able to communicate in the English Language with Town representative(s).

The personnel employed by the Contractor shall be capable employees, trained and qualified in custodial type work. All personnel shall receive close and continuing first-line supervision by the Contractor.

All employees shall be bondable and a minimum of sixteen years old.

Background investigations must be completed on all assigned workers and fingerprints must be taken and submitted to the N.C.S.B.I.

Each assigned worker shall have a clean criminal record while working in Police Department building.

## 11. UNIFORMS/ I.D.

All custodial personnel are required to wear a uniform and/or photo identification card, which shall be clearly identify personnel as employees of the contractor. The requirement shall apply upon entering Town property and at all times while on duty.

## 12. SUBCONTRACTING

The Contractor shall not subcontract the services to another individual or service.

### **13. CONSEQUENCE OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICE**

Town officials may inspect at any time for compliance with the terms of the Contract. The Contractor shall receive written notice(s) of deficiencies by copy of the inspection reports, or validated complaint letters.

Prior to charging liquidated damages/deductions;

Whenever nonperformance/unsatisfactory services are performed. The Contractor shall be conclusively presumed to have actual knowledge of work not performed and that notices shall no longer be a prerequisite for withholding payment for non-performed or unsatisfactory services.

When the Contractor's performance is unsatisfactory or deductions are to be charged, a report shall be initiated by Town official(s). The Contractor shall reply, in legible writing, within 24 hours explaining.

The reasons for the unsatisfactory performance; the corrective action(s) to be taken;  
Procedures to be implemented to prevent a recurrence.

During the first three (3) months of the Contract, the Contractor shall meet with the Town Officials(s) as necessary for the purpose of discussing performance. The meetings shall be documented. It is the responsibility of the Contractor to state in writing any disagreements with the minutes.

After the first three (3) months of the Contract, the Contractor shall meet with Town official(s) for the purpose of discussing performance at the request of the Town or at the request of the Contractor.

### **14. UNAUTHORIZED PERSONNEL**

The Contractor's employees are not to be accompanied in their work areas on the premises by acquaintances, family members, assistants, or any other person unless said person is an authorized working Contractor employee.

### **15. UNAUTHORIZED USE OF TOWN EQUIPMENT**

The Contractor shall not allow his/her employees, at any time, to open desk drawers, cabinets, or to use office equipment, including the use of non-pay telephones for any purpose.

### **16. EMERGENCY TELEPHONE NUMBERS**

The Contractor shall provide an emergency telephone number where he/she can be reached during normal operating hours and after normal operating hours.

### **17. SMOKING**

Smoking is not allowed in Town facilities at any time.

## 18. SECURITY OF TOWN FACILITIES

All exterior and interior office doors will be locked upon leaving the facility. All interior lights except those needed for security purposes will be turned off. Only employees or designated representatives of the contracted vendor are allowed on the premises during performance of duties. This is to assure that all personnel are covered under liability and workman's compensation insurance. It is the sole responsibility of the vendor providing the service itemized in the contract to adhere to the above-mentioned policy to see that it is enforced. Any deviation will result in the immediate termination of the contracted service being rendered pending the 30-day notification clause per contract for said facility.

## 19. TERMINATION

This contract may be terminated by either party at its sole discretion, provided a written notice of termination is submitted to the other party at least ninety (90) days prior to the proposed termination date.

## 20. DEFAULT

Failure of the Contractor to comply with any provision of this agreement after receiving written notice of the nature of a defect and being allowed thirty (30) days in which to correct said defect, shall be deemed cause for default and termination of the contract.

## 21. ASSIGNMENT OF CONTRACT

This contract is not transferable by either party without written consent of the other party. This contract shall be binding upon the successors, assigns, agents, officials and employees of the parties and shall constitute the entire understanding of the parties.

## 22. CONTRACT SERVICE SPECIFICATIONS

The Contractor will furnish all labor, supervision, cleaning and paper supplies (paper towels and toilet tissue), hand soap for restrooms, plastic waste can liners and equipment. The Contractor is expected to conduct the contract operations in a professional manner and to supply generally accepted janitorial services.

Janitorial services provided per department: (5) five days weekly for the Oak Island Police Department, (5) five days weekly for the Oak Island Town Hall, (3) three days weekly for the Oak Island Public Services Building, (5) five days weekly for Oak Island Recreation Center, (1) one day weekly for Oak Island Community Center, (1) one day weekly for Oak Island Ocean Education Building, (1) one day weekly, Memorial Day to Labor Day, for Oak Island Nature Center, and various days and times for Oak Island's 801 Event Center.

Services provided for Oak Island Town Hall (5) five days weekly:

- Monday – Friday:
  - General areas: Empty trash cans, clean and sanitize kitchens and bathrooms, resupply all paper products, sweep front/rear entrance and clean entrance doors/windows, wipe down light switches and door handles.
- Monday: Roll trash bins to the road in the evening.
- Friday:
  - Offices and stairwells: dust open surfaces and window blinds, wipe down all handrails, vacuum carpet and sweep/mop hard floors.
- First of the Month:
  - Deep clean: dust vents and windowsills, clean baseboards, wipe down door jams.

Services provided for Oak Island Police Department (5) five days weekly:

- Monday - Friday:
  - General areas: Empty trash cans, clean and sanitize kitchen and bathrooms, resupply all paper products, sweep front/rear entrance and clean entrance doors/windows, wipe down light switches and doorhandles.
- Monday: Roll trash bins to the road in the evening.
- Friday:
  - Offices, weight room, training room and stairwells: dust open surfaces and window blinds, wipe down all handrails, vacuum carpet and sweep/mop hard floors.
- First of the Month:
  - Deep clean: dust vents and windowsills, clean baseboards, wipe down door jams.

Services provided for Oak Island Public Services Building (3) three days weekly:

- Monday, Wednesday and Friday:
  - General areas: Empty trash cans, clean and sanitize kitchen and bathrooms, sweep front/rear entrance and clean entrance doors/windows, wipe down light switches and door handles and resupply all paper products leaving an extra roll of paper towel and toilet paper.
- Wednesday:
  - Offices: dust open surfaces and window blinds, wipe down all handrails, and sweep/mop hard floors.
- First of the Month:
  - Deep clean: dust vents and windowsills, clean baseboards, wipe down door jams.

Services provided for Oak Island Recreation Center (5) five days weekly:

- Monday, Tuesday, Thursday, Friday and Saturday:
  - General areas: Empty trash cans, clean and sanitize kitchen and bathrooms, resupply all paper products, sweep front/rear entrances and clean entrance doors/windows, wipe down light switches and door handles.
- Monday:
  - Offices: dust open surfaces and window blinds, wipe down all handrails, and sweep/mop hard floors.
- Tuesday, Thursday and Saturday:
  - Equipment: dust and vacuum in and around the equipment
- First of the Month:
  - Deep clean: dust vents and windowsills, clean baseboards, wipe down door jams.

Services provided for Oak Island Community Center (1) one day weekly:

- Wednesday:
  - General areas: Empty trash cans, clean and sanitize kitchen and bathrooms, wipe down light switches and door handles, dust open surfaces, window blinds, and windowsills, sweep/mop hard floors.
- First Wednesday of the Month:
  - Deep clean: dust vents, clean baseboards and wipe down door jams.

Services provided for Oak Island Ocean Education Center (1) one day weekly:

- Thursdays:
  - General areas: Empty trash cans, clean and sanitize bathrooms, wipe down light switches and door handles, dust open surfaces, window blinds, and windowsills, sweep/mop hard floors.
- First Thursday of the Month:
  - Deep clean: dust vents, clean baseboards and wipe down door jams.

Services provided for Oak Island Nature Center Center (1) one day weekly (Memorial Day – Labor Day):

- Monday:
  - General areas: Empty trash cans, wipe down light switches and door handles, dust open surfaces, window blinds, and windowsills, sweep/mop hard floors.
- First Monday of the Month:
  - Deep clean: dust vents, clean baseboards and wipe down door jams.

## Services provided for Oak Island's 801 Ocean Event Center

- Services provided at the Event Center will occur on various days & times. There is no routine cleaning for this facility. All cleanings will be scheduled based on events that are held at the Event Center.
- The Event Center Coordinator will communicate with the Contractor each month for the days & times the Event Center will need cleaned, based on scheduled events.
- Cleaning for the Event Center will frequently occur late nights, early mornings, and weekends.
- Cleanings that are scheduled are subject to change, based on the event occurring. Occasional last-minute cleanings may be requested. A last minute clean should not incur an additional fee. If an event cancels at the Event Center, the scheduled cleaning will also be cancelled at no cancellation fee to the Town regardless of how short notice.
- Standard cleanings of the Event Center will consist of:
  - Empty all waste cans, resupply paper products where needed, clean & sanitize the restrooms, vacuum area rug in dressing room, sweep/mop hard floors, dust all furniture and countertop surfaces. Entrance door rugs are to be shook outside or vacuumed. Area rug in dressing room should be spot cleaned where needed. Mirrors in dressing rooms should be cleaned. This cleaning will cover all areas of the Event Center, including the banquet room, dressing rooms, kitchen area, and office.
  - The office only needs floor surfaces swept/mopped.
- Provide twice per year for Event Center
  - Clean all interior windows and glass doors
  - Deep clean
    - Dusting high and low surfaces
    - Wipe down baseboards and walls where needed
    - Wipe down trash cans, table legs, counters, etc. where needed
    - Wipe clean warming boxes, speed rack and trays, sink in kitchen
    - Clean window ledges and door surfaces on the inside (both glass and painted doors).
- Post-storm clean up
  - On the occasion that the Event Center floods, a thorough floor surface cleaning may be requested. The Contractor will not need to clean flood water, only clean and sanitize the floors after the water has been cleared. In addition to the floors, any tables or chair legs that got wet will need to be cleaned and sanitized.
  - For larger floods, the baseboards/walls may need wiped down. The Event Center Coordinator will communicate this with the Contractor.

**23. PAYMENT FOR SERVICES**

The Town shall pay the contractor per monthly invoice

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in two (2) copies, each of which shall be deemed an original on the date first above written.

FOR THE TOWN:

Authorized Town Representative

FOR THE CONTRACTOR:

Authorized Representative

Date:

Date: