



## JANITORIAL SERVICES CONTRACT

THIS AGREEMENT is made on the \_\_\_\_\_ day of the month of \_\_\_\_\_, 2022, by and between the City of Charlotte, a Michigan municipal corporation, 111 East Lawrence Avenue, Charlotte, Michigan 48813, hereinafter referred to as “City,” and \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter referred to as “Contractor.”

The City and Contractor agree as follows:

### **ARTICLE I. Scope of Work**

The Contractor agrees to furnish all of the materials, equipment and labor necessary and to abide by all the duties and responsibilities applicable to it for the project entitled “Janitorial Services” in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this contract: bid forms, proposal, specifications, and addendums to proposals and/or specifications, and change orders.

### **ARTICLE II. Definitions**

“*Supervising Professional*” means the Charlotte City Clerk or other persons acting under his/her authorization.

### **ARTICLE III. Term and Liquidated Damages**

Section 1. The work to be completed under this contract shall begin within thirty (30) days following contractor’s receipt of a notice that proposal has been accepted.

Section 2. The entire length of this contract shall be two (2) years from the date of signing. City may cancel the contract at any time for unsatisfactory performance, with thirty (30) days' notice, provided Contractor is notified in writing of unsatisfactory performance and good faith effort is not made by Contractor to correct the deficiencies.

Section 3. After the second year, the contract automatically renews for additional periods of one (1) year upon mutual agreement between the City and Contractor and may be canceled at any point by either party with sixty (60) days' notice.

#### **ARTICLE IV. The Contract Sum**

Section 1. City shall pay to Contractor for the performance of the contract monthly payments in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_). Payment shall be made as soon as possible following receipt of an invoice from the Contractor.

Section 2. The amount paid shall be equitably adjusted to cover changes in the work order by the Supervising Professional but not required by the contract documents. All such changes in the work shall be first approved in writing by the Supervising Professional prior to the start of such extra work.

Section 3. Following the completion of year one of the contract, contractors may adjust the price of the contract by not more than 1.5%, and must submit by writing 60 days prior to the change.

#### **ARTICLE V. Assignment**

This contract may not be assigned or subcontracted without the written consent of the City and the intent to do so disclosed with bid submission.

#### **ARTICLE VI. Choice of Law**

This contract shall be construed, governed and enforced in accordance with the laws of the State of Michigan. By executing this agreement, Contractor and City agree to venue in Eaton County for purposes of any action arising under this contract.

Whenever possible, each provision of the contract will be interpreted in a

manner as to be effective and valid under applicable law. The prohibition or invalidity, under applicable law, of any provision will not invalidate the remainder of the contract.

**ARTICLE VII. Relationship of the Parties**

The City and Contractor agree that this is not a contract of employment but is a contract to accomplish a specific result. Contractor is an independent contractor performing services for the City. Nothing contained in this contract shall be deemed to constitute any other relationship between City and Contractor.

Contractor certifies that it has no personal or financial interest in the project other than the compensation it is to receive under the contract. Contractor certifies that it is not, and shall not become, overdue or in default to City for any contract, debt, or any other obligation to City including real or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this contract.

**ARTICLE VIII. Notice**

All notices given under this contract shall be in writing at the addresses set forth above.

**ARTICLE IX. Entire Agreement**

This contract represents the entire understanding between City and Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this contract. This contract may be altered, amended or modified only by a written amendment signed by the City and Contractor.

CITY OF CHARLOTTE

CONTRACTOR

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Title: \_\_\_\_\_