

CLEANING CONTRACT

This Cleaning Contract is made as of _____, 2026, between the **City of Saline**, a Michigan municipal corporation, the principal business address of which is 100 N. Harris Street, Saline, MI 48176 (the "**City**") and _____.

RECITALS

- A. The City owns and operates various municipal facilities and requires cleaning and janitorial services for such facilities.
- B. Contractor is experienced and qualified to provide cleaning and janitorial services and desires to provide such services to the City under the terms and conditions of this contract.
- C. Following the City's solicitation and evaluation process, the city selected contractor to provide cleaning and janitorial services, and the parties desire to set forth the terms and conditions governing such services.

TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this Contract, the parties agree as follows.

I Services.

- A. **Contractor** shall provide the services and comply with the requirements detailed in the General Cleaning Instructions and Specifications for All Facilities attached as **Exhibit A** (the "**Specifications**"). Cleaning shall occur on the following schedule.

City Hall (after hours including meetings)	Monday, Wednesday and Friday
Police Department (after hours)	Monday, Tuesday, Wednesday, Thursday and Friday
Recreation Center (after closing)	7 days per week with 5 day per week porter service
DPW	Tuesday and Friday

- B. Cleaning shall be performed at the locations and during the times of day detailed in the Specifications, generally after normal business hours and in avoidance of conflicts with meeting schedules for the various premises. From time to time the parties recognize cleaning may need to occur during meetings and even, on occasion, during normal business hours, and the parties agree to communicate and make suitable arrangements as may be reasonably necessary to accommodate one another.
- C. **Contractor** will provide the personnel, equipment, and supplies as set forth in the Specifications. Any person providing services on behalf of Contractor pursuant to this Agreement shall have a records check by the Saline Police Department prior to providing such services.

II Compensation.

- D. The city will pay **Contractor** the following amounts:

City Hall and Police Department	\$_____ per month
Recreation Center and porter service	\$_____ per month
DPW	\$_____ per month
Total	\$_____ per month

- E. That amount will be invoiced monthly and for work during the previous month. The invoice will reflect any adjustments due to extra services, service concerns, or other reasons occurring during invoiced period. Payments for any partial months of service (such as for a commencement of services after the first of the month or termination of services before the end of a month) will be pro-rated.

III Term and Termination.

- F. The term of this Contract shall begin when approved by City Council and executed by the City of Saline.
- G. The term of this Contract is expected to end on _____.
- H. The City may terminate this Contract with 90 days prior written notice to Contractor if the City reasonably determines that Contractor has failed to perform its services as required by this Contract. The City shall first

notify Contractor of its concerns and provide Contractor with 7 days to address those concerns and address any service deficiencies before providing notice of termination of this Contract.

- I. Contractor may terminate this Contract on 90 days prior written notice to the City if the City fails to pay Contractor as provided in this Contract or otherwise fails to comply with this Contract. Contractor shall first notify the City of its concerns and provide the City 7 days to address those concerns and address any payment or other deficiencies before providing notice of termination of this Contract.

IV Independent Contractor.

- J. Contractor is and for all purposes shall remain an independent contractor. The City is concerned only about the results of this Contract and that the cleaning occurs in accordance with the Specifications and without any loss, security breaches, inappropriate encounters between Contractor's employees and agents and City personnel, officers, invitees, patrons, citizens or the general public. The City is not concerned with the manner and means of Contractor's services, except as provided in the Specifications.

K. Contractor's employees and agents shall not for any reason be or be represented to be City employees or officers. The City shall not provide any employment benefits, insurance coverage or withholding for Contractor or any of Contractor's officers, employees or agents. Contractor shall be solely responsible for compensating, providing any fringe benefits to, any insurance coverage for, and securing and maintaining any required worker's disability compensation and unemployment compensation coverage for and doing any required withholding from Contractor's officers, employees and agents.

L. The City may contract with others for cleaning services.

- M. Contractor shall be solely responsible for all acts, omissions and statements of Contractor's officers, employees and agents. The City has no supervisory authority over Contractor's officers, employees or agents for the services Contractor is to provide under this Contract. However, Contractor and its officers, employees and agents shall comply with all directions of the City and the City's officers and employees with regard to any City premises and any interactions with City personnel, officers, invitees, patrons, citizens or the general public.

V Risk and Insurance.

N. The City and its officers and employees shall not be liable for any personal injury, death or property loss suffered by Contractor or Contractor's officers, employees or agents regardless of how or where it occurs unless it is caused by the willful misconduct, gross negligence or sole negligence of the City or the City's officers or employees.

O. Contractor shall hold the City (including for purposes of this paragraph, the City's officers and employees) harmless from, indemnify it for and defend it (with attorneys reasonably acceptable to the City) against any loss, claim, demand, judgment, lawsuit or other proceeding arising from any work or services provided by or any acts, omissions or statements of Contractor or Contractor's officers, employees or agents.

- P. Contractor shall retain insurance coverage as indicated on the insurance certificates attached as **Exhibit B** and shall provide the City copies of the policies, including all endorsements and amendments to such policies.

VI Miscellaneous.

- Q. This Contract shall not be assigned by any party without the written consent of the other party. All the terms and provisions of this Contract shall be binding upon, shall inure to the benefit of, and shall be enforceable by the successors and permitted assigns of the parties.
- R. The unenforceability of any provision of this Contract shall not affect the enforceability of the remaining provisions of this Contract. In the event any provision of this Contract is found to be invalid or unenforceable in any manner, that provision shall be deemed amended in as minimal a manner as possible so as to make the provision valid and enforceable.
- S. This Contract is for the benefit of the parties, their successors and assigns, and is not for the benefit of any third party.
- T. All notices and other communications provided for in this Contract shall be in writing and shall be deemed to have been given (i) when delivered in person to the recipient, (ii) upon receipt when sent by United States Mail, by certified mail, postage prepaid, addressed to the party at its address set forth above or at another address as the party shall designate by providing notice under this provision, (iii) when Federal Express or comparable express delivery services delivers the notice to the recipient, (iv) when the recipient receives the

notice by electronic mail to the correct electronic mail address of the recipient, as confirmed in electronic notice to the sender.

The parties have signed this Agreement as of the date first written above.

CITY OF SALINE

By: _____
CONTRACTOR

By: _____
Brian D. Marl, Mayor

By: _____
Terri Royal, City Clerk