

**CONTRACT AGREEMENT**  
**CITY OF LAWRENCE BID NO. \_B1157**  
**BID TITLE: \_\_Janitorial Services\_\_\_\_\_**

This CONTRACT, by and between The City of Lawrence, Kansas, hereinafter referred to as the "City", and ISS Facility Services hereinafter referred to as "Contractor" is effective this 2nd day of April, 2012.

**WITNESSETH:**

WHEREAS, the City does hereby accept, the bid of the Contractor. The bid, attached hereto as "Exhibit A", and any addendum attached are made a part of this Contract.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and the mutual covenants contained herein, the parties agree as follows:

**1. SCOPE OF SERVICES**

The City hereby incorporates by reference the scope of work as shown on the Contractor's Proposal, dated \_\_\_\_\_, and attached hereto as Exhibit A.

**2. CONTRACT TERM**

Contract is effective from the above date of execution until said work is completed or \_\_\_\_\_, whichever shall first occur.

**3. INVOICES**

Invoices shall be prepared and submitted to the City of Lawrence, P.O. Box 708, Lawrence, KS 66044. Invoices shall contain the following information: Contract Number, Purchase Order Number, Item Number; Contract description of supplies or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to \_\_\_\_\_ [insert name of the responsible City department representative]. Any delay in receiving invoices, or errors and omissions, on statements or invoices may cause delay in the City's processing of payment.

The City shall have at least thirty (30) days to make payment upon approval of the invoice. The City shall have the ability to dispute the amounts indicated on the invoice and may withhold a portion of the final payment until the final product or service is accepted.

**4. COMPENSATION**

Compensation due to the Contractor shall be in the not-to-exceed amount of \$\_\_\_\_\_ as provided in the Contractor's response to this RFP, and as awarded by the Governing Body of the City of Lawrence on \_\_\_\_\_. All taxes applicable to the proceeds received by the Contractor hereunder shall be the liability of the Contractor. The City shall not hold nor pay amounts for Federal, State income tax, Social Security, employment or Worker's Compensation. The City is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Contractor's price quotation or invoices.

The City may withhold final payment hereunder until the requirements set forth in the Scope of Services have been fulfilled and until the City is satisfied that the Contractor has complied with the obligations specified in this Contract.

**5. TERMINATION**

This Contract may be terminated by either party upon thirty (30) calendar day's prior notice in writing to the other party should the other party fail to substantially perform in accordance with the terms and conditions of this Contract. The City may terminate this Contract immediately, under breach of Contract, if the Contractor fails to perform in accordance with the terms and conditions herein. In any event, the City shall have the right to terminate this Contract without cause upon thirty (30) days written notice.

**6. DUTIES AND OBLIGATIONS**

The Contractor agrees to provide all goods and services as provided in its response to the bid document(s) or RFP of the City attached hereto as Exhibit A. Any changes requested by the Contractor or the City from the requirements of the bid document(s), shall be in writing and in accordance with this agreement.

**7. CHANGES AND ADDITIONAL SERVICES**

The parties hereto may at any time, by written agreement, make changes or additions, within the general scope of this Contract or to specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this Contract or purchase order, the Contractor shall notify the City in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the Contract. Any claim by the Contractor for such adjustment must be asserted within 30 days, or such other period as may be agreed upon in writing by the parties, after the Contractor's receipt of notice of the change. Nothing herein contained shall excuse the Contractor from proceeding with the Contract as changed.

**8. COMPLIANT WITH APPLICABLE LAWS**

The Contractor warrants it has complied with all applicable laws, rules and ordinances of the United States, the State of Kansas, or any applicable state, municipality or any other Governmental authority or agency in the manufacture or sale of the items covered by this Contract, including but not limited to, all provisions of the Fair Labor Standards Act of 1938, as amended.

**9. INDEMNIFICATION**

If any such work covered by this order is to be performed on the City's premises or goods or services delivered to the City's premises, Contractor agrees to carry liability and workmen's compensation insurance, satisfactory to the City. The Contractor shall perform all services hereunder in a careful, diligent and professional manner and shall indemnify, defend, and hold harmless the City, its officials, officers, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the services described in this Agreement, caused in whole or in part by willful misconduct or negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts Contractor may be liable, except where caused by the active negligence, or willful misconduct of the City.

**10. INDEPENDENT CONTRACTOR**

In the performance of the services described herein, the Contractor shall act solely as an independent Contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, between the City and the Contractor.

**11. RECORD RETENTION**

The Contractor shall keep copies of all invoices, records and any written or electronic materials pursuant to this Contract for a period of three (3) years after the termination or other expiration of the Contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized City representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of the City, shall have access to and the right to examine records during the Contract period and during the three (3) year post-Contract period. Delivery of and access to the records shall be at no cost to the City

**12. GOVERNING LAW**

The laws of the State of Kansas shall govern the rights of the parties with respect to this Contract.

**13. WARRANTIES**

The Contractor warrants that the goods purchased by the City pursuant to this agreement, meet all the specifications and requirements of the bid document, and shall be delivered free and clear of all liens and encumbrances. The Contractor warrants that the workmanship under this agreement shall be free from defects for one (1) year from the date of start-up or delivery. If any replacement part or item of equipment proves defective, the Contractor will extend to the City the benefits of any warranty the Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at the Contractor's expense during the one (1) year warranty period.

**14. ENTIRE AGREEMENT**

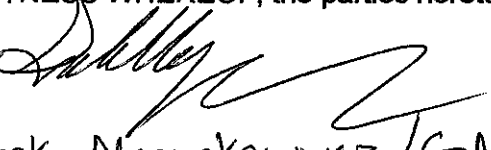
This Contract contains the entire agreement between the parties regarding the subject matter of this agreement. All prior oral or written statements relating to the subject matter of this are merged into this written Contract, and no promise or agreement not herein expressed has been made by the parties. None of the provisions contained in the Contract may be changed except by an instrument in writing signed by all of the parties hereto.

**15. NOTICES**

Any notice to any Contractor from the City relative to any part of this Contract will be in writing to the signatories hereto at the addresses listed below and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the said Contractor at the given address below or delivered in person to said Contractor or their authorized representative.

IN WITNESS WHEREOF, the parties hereto have signed this CONTRACT:

By:

  
Derek Mazurkewycz / GM

Name typed here, Title

By:

David L. Corliss, City Manager – City of  
Lawrence  
P.O. Box 708  
Lawrence, KS 66044

Address 2318 SW 10<sup>th</sup> Topeka, KS 66604

Date:

5/11/12

Date:

**Distribution:**

Originals (3): City Attorney's Office, City Clerk, Contractor