

THIS AGREEMENT made in triplicate this 5<sup>th</sup> day of June , 2006.

BETWEEN

THE CORPORATION OF THE TOWN OF PELHAM

hereinafter referred to as the "Town"

and

ADAM BUILDING MAINTENANCE

hereinafter referred to as "Adam"

WHEREAS the Town desires to engage the janitorial services of Adam and Adam desires to provide such janitorial services all upon the terms and conditions herein contained:

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto, in consideration of the mutual covenants and agreements hereinafter set forth, covenant and agree with each other as follows:

GENERAL CONDITIONS

1. In this contract:
  - a. "Contract" means the whole of the executed Tender and Acceptance, the Specifications as well as these General Conditions.
  - b. "Maintenance Supervisor" means the Director of Building & Enforcement Services of the Town.
  - c. "Facility Supervisor" means the employee assigned the responsibility of facility supervision and his or her designate in his or her absence.
  - d. "Council" means the Council of the Corporation of the Town of Pelham.
  - e. "Town" means the Corporation of the Town of Pelham.
  - f. "Contractor" means Adam.
2. The Contract shall enure to the benefit of, and be binding upon, the parties hereto and their executors, administrators, successors and assigns.
3.
  - a. The Contract may not be assigned without the written consent of Council.
  - b. Neither the whole or any part of the work may be sub-contracted by the Contractor without the written consent of the Maintenance Supervisor and every sub-contractor shall incorporate all the terms and conditions of this Contract which can reasonably be applied thereto.

4. The Contractor shall indemnify and save harmless the Town from and against all claims, losses, costs, damages, suits, proceedings or actions arising out of, or related to, the Contractor's activities in executing the work, including his/her omissions, improper acts or delays in executing the work.
5. The Contractor shall be liable to the Council for any loss of, or damage to, any property of the Town arising out of the performance or non-performance of the work whether or not such loss arises from causes beyond his control.
6. The Facility Supervisor shall decide whether the work has been performed in accordance with the Contract and whether the labour, materials, tools and equipment used in the execution of the work are adequate for the performance of the work.
7. The term of the Contract may be extended on an annual basis on the same terms and conditions, if written notice is given by one party to the Contract to the other party at least sixty (60) days prior to the date of completion of the Contract and if the other party accepts, in writing, the proposed extension to the Contract no later than fifteen (15) days after receipt of such notice.
8. The Council may, by giving thirty (30) days notice in writing to the Contractor, terminate the Contract on such day as may be set in the notice.
9. The Contract amount will not be increased or decreased by reason of any increase or decrease in the cost of the work brought about by any increase or decrease in the cost of labour, materials, tools or equipment.
10. The Contractor shall provide proof of good standing with the Workplace Safety & Insurance Board and will maintain that good standing throughout the Contract period. A certificate of good standing will be required at the time of execution of the Contract agreement.
11. The Contractor will comply in all respects with all statutes, laws and regulations applicable to the work and to persons employed on, or in connection with, the work and to pay all assessments required or levied by the Workplace Safety & Insurance Board, Revenue Canada, Employment Insurance etc. The Contractor will indemnify the Corporation from and against all liability under such statutes, laws and regulations and in respect of all claims that may arise or be made against the Corporation of the Town of Pelham at common law or otherwise by reason of injury or death of any employee or employees of the Contractor.

STANDARD SPECIFICATIONS

## 1. Locations:

TOWN HALL  
20 Pelham Town Square, Fonthill

OLD PELHAM TOWN HALL  
491 Canboro Road, Ridgeville

TICE ROAD MUNICIPAL OPERATIONS CENTRE  
675 Tice Road

## 2. Contract Term:

One (1) year from July 1, 2006

## 3. Maintenance Supervisor:

Ernie Cronier, Director of Building & Enforcement Services (905) 892-2607, ext. 23

## 4. Facility Supervisors:

Town Hall:	Ernie Cronier (905) 892-2607, ext. 23
Old Pelham Town Hall:	John Kiss (905) 892-5694
Tice Road	Kaveh Etezadi (905) 892-3651

GENERAL REQUIREMENTS

## 1. Supplies:

The Contractor shall supply all labour, material, tools and equipment necessary to execute the work satisfactorily, except light bulbs and fluorescent tubes, toilet tissue, paper hand towels and liquid soap which shall be supplied by the Town.

## 2. Safety:

- a. Strictly adhere to federal, provincial and municipal regulations and codes concerning the equipment, work habits and procedures.
- b. Equipment used to perform the work shall be in good repair. The Town reserves the right to have equipment it judges unsafe, not suitable or defective

taken out of service. The Contractor shall supply suitable replacement equipment until satisfactory repairs are made.

3. Inspections:

Inspections will be made by the Facility Supervisor who shall decide whether or not the work is satisfactory.

### **SCOPE OF WORK**

The Contractor shall provide all necessary labour, equipment and material to clean and maintain the premises at an excellent standard of cleaning at all times.

The Contractor shall be responsible for the safekeeping of all materials or supplies.

### **SPECIFICATIONS**

1. **Lobby, Hallways and Elevators:**

A. Nightly Services:

1. All entrances will be swept using a dust preventive method.
2. All walk-off mats will be vacuumed.
3. All entrance floors will be washed and rinsed to maintain a high standard of appearance at all times.
4. All entrance glass will be cleaned on both sides.
5. All finger marks and smudges will be removed from walls, doors, etc.
6. All horizontal surfaces such as furniture, ledges, radiators and counters will be damp wiped.
7. All carpets will be vacuumed and spot cleaned.
8. All garbage receptacles will be emptied and cleaned.
9. Furniture will be damp wiped where applicable.

## B. Periodic Services:

1. All entrance floors will be machine scrubbed and finished once per month or more frequently, if necessary, to maintain a high standard of appearance at all times.
2. During inclement weather months, floors will be machine scrubbed and finished with a protective non-slip finish.
3. Floors will be stripped, sealed and refinished every six months.

2. Washrooms:

## A. Nightly Services:

1. Washrooms will be cleaned.
2. Floors will be swept, washed and rinsed using a germicidal detergent.
3. All mirrors, powder shelves, bright work and pipes will be cleaned and polished.
4. All basins, bowls and urinals will be washed and disinfected.
5. Both sides of all toilet seats will be washed and disinfected.
6. Partitions, tile walls and dispensers will be damp wiped.
7. Paper towel and sanitary disposal receptacles will be emptied and cleaned. Waste will be removed to a designated area for disposal.
8. All toilet paper holders, soap dispensers and towel dispensers will be filled.
9. All washroom supplies will be replenished from materials supplied by building management.

## B. Periodic Services:

1. Partitions and tile walls will be washed monthly. Ceilings will be washed as necessary to maintain in a clean and sanitary condition.
2. All lights and air vents to be cleaned monthly.
3. Floors will be machine scrubbed and finished monthly.

4. Floors will be stripped, sealed and refinished every six months.

3. **Offices, Meeting and Board Rooms**

A. Nightly Services:

1. Non-carpeted floors will be swept using a treated dust mop. All floors will be damp mopped nightly.
2. Waste receptacles will be emptied and the waste removed to a designated area for disposal.
3. Horizontal surfaces, window sills and other ledges will be damp wiped.
4. All carpeted floors and rugs will be vacuumed thoroughly wall to wall and spot cleaned as necessary.
5. Coffee area, sinks and counters will be cleaned.
6. All furniture, small radiators, tables and open shelving will be dusted using a treated cloth.
7. Finger marks and smudges will be removed from doors, door glass, partitions and around light switches and other finished surfaces.

B. Periodic Services:

1. Non-carpeted floors will be damp mopped or washed and spray buffed once a week.
2. All venetian blinds will be cleaned frequently.
3. All partition glass and windows will be cleaned as deemed necessary.
4. High dusting will be done monthly. Vents will be cleaned twice a year.
5. Waste receptacles will be washed as necessary.
6. Wall hangings, tops of doors, high ledges, high cabinets, exit signs and clocks will be dusted weekly.
7. Furniture will be polished weekly.

8. Vertical surfaces, ie. sides of desks, chairs, tables, filing cabinets and equipment will be dusted with a treated cloth weekly.
9. Hard surface floors will be stripped, sealed and refinished every six months.

4. **Work Areas and Lunchrooms**

A. Nightly Services:

1. All areas will be cleaned.
2. Floors will be swept, washed and rinsed with a germicidal detergent.
3. Sinks and counters will be washed and disinfected.
4. Tables and chairs will be damp wiped.
5. Appliances will be damp wiped.
6. Finger marks and smudges will be removed from all surfaces.

B. Periodic Services:

1. Inside of appliances and cupboards will be damp wiped weekly.
2. All lights will be cleaned every six months.
3. Floors will be machine scrubbed and finished monthly.
4. Ceilings and walls will be washed when necessary to maintain in clean and sanitary condition.
5. Floors will be stripped, sealed and refinished every six months.

5. **Stairs and Landings:**

A. Nightly Services:

1. Stairs and landings will be swept and damp mopped. Handrails will be dusted.
2. All doors will be dusted, finger marks and soil removed and bright work polished.

B. Periodic Services:

1. All stairs and landings will be vacuumed or swept using a dust preventive monthly.
2. All stairs and landings will be washed down monthly.
3. All stairs, handrails and other horizontal surfaces will be hand dusted monthly. All baseboards, interior doors or other surfaces will be dusted and spot cleaned once a month.
4. All stairs and landing floors will be stripped, sealed and refinished every six months.
5. All stair high dusting will be done once a month, including light fixtures and air vents.

6. Exterior Windows:

Other than previously noted in specifications, wash both surfaces of all exterior windows quarterly.

7. Cleaning Times:

Town Hall shall be cleaned a minimum of five (5) days per week between the hours of 5:00 pm one day and 8:00 am of the next day.

The Old Pelham Town Hall shall be cleaned a minimum of one (1) day per week and such cleaning shall be started no later than 8:30 am every Monday.

The Tice Road Municipal Operations Centre shall be cleaned two (2) days per week.

8. Lights:

Change burned out light bulbs and fluorescent tubes as necessary.

9. Recycling:

1. Bundle cardboard recycling and bring to curbside on recycling day.
2. Bring can and bottle recycling, "Blue Boxes", from kitchen areas to curbside on recycling day.
3. Fine paper recycling by Town only.



REMUNERATION

1. That Adam shall provide the janitorial services for the tendered amounts quoted in Appendix "A" attached to, and forming part of, this agreement.

**IN WITNESS WHEREOF** Adam has hereunto placed its hand and seal and the Corporation has hereunto affixed its seal as witnessed by hands of its proper signing officers duly authorized in that behalf the day and year first above written.

SIGNED, SEALED & DELIVERED  
in the presence of:

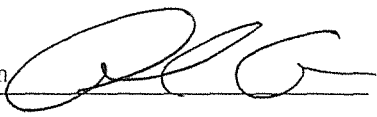
\_\_\_\_\_  
Witness

) TOWN OF PELHAM  
)  
)  
) Sheryl Miclette  
) Clerk  
)  
)  
) Ronald W. Leavens  
) Mayor  
)  
)  
) [Signature]  
) Adam Building Maintenance  
)  
)  
)

## APPENDIX "A"

QUOTATION FORM FOR  
JANITORIAL SERVICES  
RFQ-BLDG.01/06  
TOWN OF PELHAM

NAME OF COMPANY: ADAM BUILDING MAINTENANCE  
BUSINESS ADDRESS: 26-30 Bradmon Dr St Catharines On L2M-6T7  
COMPANY REPRESENTATIVE: Charbel Adam  
TELEPHONE NO.: 905-934-7099 FAX NO: 905-934-8600  
E-MAIL ADDRESS: \_\_\_\_\_

SIGNED BY: Charbel Adam 

TITLE: Owner

DATE: May-8-2006

I/We submit this quotation for janitorial services in accordance with the terms and conditions outlined in the tender document attached.

TOWN HALL  
20 Pelham Town Square, Fonthill

Quotation Price: \$960.00 per month  
(GST not included)

OLD PELHAM TOWN HALL  
491 Canboro Road, Ridgeville

Quotation Price: \$128.00 per month  
(GST not included)

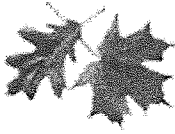
OLD PELHAM TOWN HALL -  
ADDITIONAL CLEANS

Quotation Price: \$32.00 per cleaning  
(GST not included)

TICE ROAD MUNICIPAL OPERATIONS CENTRE Quotation Price: \$256.00 per month  
675 Tice Road, Fenwick (GST not included)

NOTES:

1. Contractors are expected to bid on all facilities.
2. Incomplete or altered tenders will be disqualified.
3. The Town reserves the right not to accept the lowest or any tender submitted.



Ernie Cronier/PEHLAM  
05/30/2006 10:52 AM

To Nancy J Bozzato/PEHLAM@TOP\_DOM  
cc  
bcc  
Subject By-law re Janitorial contract

Hi Nancy,

I will need a by-law to go to council June 5, 2006 for the mayor and clerk to sign the janitorial contract with "Adam Building Maintenance". I have three copies of the contract which the contractor has already signed. I will bring them down to you shortly. I have given notice to the current cleaners that their services will terminate at the end of June and the new contractors will take over the first weekend of July.

Ernie Cronier,  
Director of Building and Enforcement Services.  
Phone (905) 892-2607 ext 23  
Toll Free 866-271-0391 ext 23  
Fax (905) 892-5055  
e-mail: [ecronier@town.pelham.on.ca](mailto:ecronier@town.pelham.on.ca)

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