

**TOWN OF PELHAM
CONTRACT
JANITORIAL SERVICES
TOWN HALL
FIRE SERVICES, ADMINISTRATIVE OFFICES
OLD PELHAM TOWN HALL AND
MUNICIPAL OPERATIONS CENTRE**

THIS AGREEMENT made in triplicate the 30th day of June, 2010.

BETWEEN

THE CORPORATION OF THE TOWN OF PELHAM
Hereinafter referred to as the "TOWN"

and

ADAM BUILDING MAINTENANCE
Hereinafter referred to as the "CONTRACTOR"

WHEREAS THE Town desires to engage the janitorial services of Adam Building Maintenance 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 Quotation and Acceptance, the Specifications as well as these General Conditions.
 - b. "**Maintenance Supervisor**" means the Chief Building Official/Manager of By-law Enforcement 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 Building Maintenance.
2. The Contract shall ensure 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. The Contractor will be required to provide a Certificate of Insurance covering Public Liability and Property Damage for the duration of the contract, in an amount of not less than \$1,000,000.00, naming the Town as "additional insured". Such insurance coverage shall include Comprehensive Liability with respect to sub-contractors. Such evidence of insurance must contain a firm under-taking to give the Town thirty (30) days notice prior to any cancellation.
 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 preformed 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 Town 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 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.

11. The contractor must be in good standing with all the provisions of the Workplace Safety and Insurance Board (WSIB) and shall furnish the municipality with a "letter in good standing" from the WSIB prior to the start of any work.

SCOPE OF WORK

The Contractor shall provide all necessary labour, equipment and materials 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. Washrooms:

A. Nightly Services:

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

B. Periodic Services:

1. Partition 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 will be cleaned monthly.
3. Floors will be stripped, sealed and refinished every six months.

2. Kitchens and Lunchrooms:

A. Nightly Services:

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

B. Periodic Services:

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

3. All other areas:

A. Nightly Services:

1. All carpeted floors and mats will be vacuumed thoroughly and spot cleaned as necessary.
2. Non-carpeted floors, including stairs and elevator, will be swept and washed nightly.
3. Finger marks and smudges will be removed from doors, door glass, partitions and around light switches and other finished surfaces.
4. All horizontal surfaces such as furniture, ledges, hand rails, radiators, tables, open shelving and counters will be washed.
5. Waste and fine paper recycling receptacles will be emptied and the contents removed to a designated area for disposal.

B. Periodic Services:

1. Wall hangings, tops of doors, high ledges, high cabinets, exit signs and clocks will be dusted weekly.
2. Vertical surfaces, ie. sides of desks, chairs, tables, filing cabinets and equipment will be washed weekly.
3. Computer equipment, monitors, printers, copiers etc. will be dry-dusted weekly.
4. All lights and air vents will be cleaned monthly.
5. Hard surface floors will be stripped, sealed and refinished every six months.
6. Waste receptacles will be washed as necessary.

4. **Exterior Windows:** (Excluding Fire Services Administrative Offices which will be done by staff)

Other than previously noted in specifications, wash both surfaces of all exterior windows twice a year.

5. **Cleaning Times:**

To be negotiated with the successful bidder.

6. **Lights:** (Town Hall Only - other facilities to be done by staff)

Change burned out light bulbs and fluorescent tubes as necessary.

7. **Recycling:** (Town Hall Only - other facilities to be done by staff)

Place appropriate recycling containers at curbside on the evening preceding collection day.

8. **Waste:**

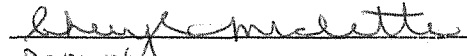
All waste accumulated in the designated area shall be bagged and placed at curbside on the evening preceding collection day.

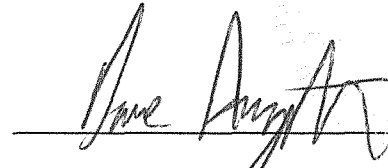
RENUMERATION

That Adam Building Maintenance 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 Building Maintenance has hereunto placed its hand and seal as witnessed by hands of its proper signing officers duly authorized in that behalf the ay and year first written above.

TOWN OF PELHAM


DEPUTY
CLERK


MAYOR



ADAM BUILDING MAINTENANCE

QUOTATION FORM FOR
JANITORIAL SERVICES
RFQ-BLDG.01/10
TOWN OF PELHAM

APPENDIX "A"

NAME OF COMPANY: Adam Building Maintenance
BUSINESS ADDRESS: 35 Bishops Rd. St Catharines
COMPANY REPRESENTATIVE: Charbel Adam
TELEPHONE NO.: 289-241-8227 FAX NO: 905-934-8600
E-MAIL ADDRESS: adambuildingmaintenance@capeco.ca

SIGNED BY: [Signature]
TITLE: Owner

DATE: June 10, 2010

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: \$ 1192.75 per month
(HST not included)

FIRE SERVICES ADMINISTRATIVE OFFICES
177 Highway 20 West, Fonthill

Quotation Price: \$ 138.70 per month
(HST not included)

OLD PELHAM TOWN HALL
491 Canboro Road, Ridgeville

Quotation Price: \$ 138.70 per month
(HST not included)

OLD PELHAM TOWN HALL -
ADDITIONAL CLEANS

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

TICE ROAD MUNICIPAL OPERATIONS CENTRE
675 Tice Road, Fenwick

Quotation Price: \$ 277.40 per month
(Apr 1-Nov 30 - 2 days/week)
(HST not included)

Quotation Price: \$ 384.00 per month
(Dec 1-Mar 31 - 3 days/week)
(HST 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.

**JANITORIAL SERVICES
RFQ-BLDG.01/10
TOWN OF PELHAM**

ADDENDUM NO. 1

I DIRECTIVE

This Addendum shall form an integral part of the specifications for the above project and shall be read in conjunction therewith. This Addendum shall, however, take precedence over all requirements of the previously issued specifications with which it may prove to be at variance, unless otherwise clarified by the Maintenance Supervisor.

This addendum must be signed by the Tenderer in the appropriate space and must be attached to the back of the Quotation Form for submission at the time of tendering. Tenders not including this Addendum, signed, as requested may be rejected as informal.

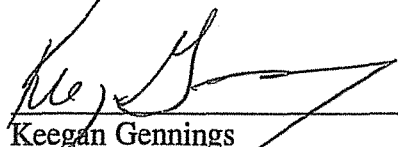
II REVISION

1. Quotation Form for Janitorial Services. Revision to provide two quotation prices for Tice Road Municipal Operations Centre (Apr 1-Nov 30 and Dec 1-Mar 31).

Replace the Quotation Form in the original document with the attached page.

Date Issued: June 8, 2010

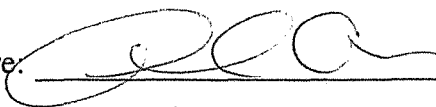
Signature:



Keegan Gennings
Maintenance Supervisor

**THE TENDERER SHALL ADJUST HIS BID PRICE ACCORDING TO THE
CHANGES SPECIFIED IN THIS ADDENDUM.**

Tenderer's Signature: _____



Date: _____

June 10, 2010