

THIS AGREEMENT, made this 1st day of November, 2022.

BETWEEN:

THE TOWN OF VERMILION, a Municipal Corporation in the Province of Alberta  
(hereinafter referred to as the “Town”)

- and -

Town of \_\_\_\_\_, in the Province of Alberta  
(hereinafter referred to as the “Contractor”).

WHEREAS, the Town of Vermilion requires the services of a Contractor to maintain the Town Office in a clean and attractive standard, and,

WHEREAS, the Contractor has agreed to perform the services of a Contractor under certain conditions to the above stated buildings.

NOW THEREFORE, in consideration of the premises and of the agreements hereinafter contained, the parties hereto covenant and agree as follows:

Commencing November 1st, 2022, the Contractor agrees to perform the services as outlined hereunder:

**MONDAY, WEDNESDAY AND FRIDAY**

1. Vacuum carpet
2. Wash & clean all non-carpet floor area
3. Empty waste paper baskets into garbage bags and dispose in garbage containers
4. Wash and disinfect washrooms including washroom fixtures, on and around the toilets and toilet bases
5. Replenish paper towels, washroom tissue, and soap
6. Clean doorways, door knobs, and any smudges on walls and doors

**WEEKLY**

1. Replace waste paper basket garbage bags
2. Check all lights and replace any bulbs or tubes if necessary
3. Dust all counters, and open surface areas where necessary (3 TIMES PER WEEK DURING A PANDEMIC)
4. Thoroughly clean washrooms including walls
5. Notify Management of any maintenance problems that may arise

**MONTHLY:**

1. Clean interior windows

2. Thoroughly clean washrooms including walls
3. Clean microwaves (3 TIMES PER WEEK DURING A PANDEMIC)

**ANNUALLY OR SEMI-ANNUALLY:**

1. Wash all exterior windows, both sides, a minimum of two times per year (spring and fall)
2. Strip floors of old wax and re-wax entire area as required
3. Clean vents every six months or more often if required
4. Ensure overall cleaning of window sills, ledges and artificial plants etc
5. Vacuum chairs semi annually
6. Clean carpets using soap, water and appropriate carpet cleaning equipment

**TERMS OF PAYMENT:**

The Town of Vermilion agrees to pay to the Contractor on or prior to the last day of each month in the amount of \$\_\_\_\_\_ per month plus GST for performing janitorial services for the previous month. This amount will be subject to an annual inflationary adjustment as determined by the annual inflation in Alberta as of June per Statistics Canada Table 18-10-0004-01.

The first such payment will commence November 15, 2022 and will be continued on a monthly basis for the duration of this contract.

**OTHER TERMS:**

1. The Town of Vermilion will provide all cleaning supplies, bulbs, toilet paper and tissues, waxes soaps, and sidewalk melt supplies in order to maintain the building. The Contractor may be required to order some supplies with reimbursement through accounts payable
2. The Contractor will report to the member of the leadership team managing the Town Office building, which currently is the Director of Corporate Services or whomever the Director delegates this responsibility
3. The cleaning services will be performed after the office closes at 4:30pm and before it opens at 8:30am, except where approval is received from the Director of Corporate Services
4. Where the contractor will be unavailable to fulfil their requirements directly, it is within the contractors right to subcontract for specific tasks or a period of time (eg: during vacation or illness of subcontractor)
5. The contractors staff and any subcontractors must provide a criminal record check for themselves and their staff prior to beginning the contract, and must provide by request of the Town of Vermilion thereafter

6. Without restricting the generality of Section 3, weather conditions, seasons, or extenuating circumstances may at time, necessitate a deviation from the routine services outlined in this contract, and the Contractor shall, upon direction of the Town of Vermilion, perform any additional services at an agreed cost to the Town.
7. The Town will not be liable for damages or injuries sustained by the Contractor in the performance of his duties, unless such damage or injury is the result of negligence on the part of the Town. The Contractor is responsible for their own insurance and WCB, and proof of WCB coverage as well as adequate insurance may be requested by the Town.
8. The services of the Contractor will be monitored regularly and reviewed annually and if the services are unsatisfactory, a thirty (30) day notice of termination of this Agreement will be given.
9. This Agreement may be cancelled or terminated at any time upon the mutual consent of both parties, or upon thirty (30) days notice being given by either party to the other.
10. Notices required to be issued and served under this Agreement shall be deemed to be served if forwarded in person or, by email or by registered mail to:

Town of Vermilion  
 5021 – 49th Avenue  
 Vermilion, AB T9X 1X1  
 finance@vermilion.ca

IN WITNESS HEREOF, the parties hereto sign and execute this Agreement the day and year first above written.

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Town Manager

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Contractor