

**JANITORIAL SERVICE MAINTENANCE
of
VARIOUS MUNICIPAL BUILDINGS**

SECTION 3

**FORM
OF
AGREEMENT**

**THE JANITORIAL SERVICE MAINTENANCE OF THE
VARIOUS TOWN OF KINGSVILLE BUILDINGS**

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT made in quadruplicate the 1 day of April in the year 2019,
by and between:

THE CORPORATION OF THE TOWN OF KINGSVILLE,
herein (and in the General Conditions) called the "OWNER"

-and-

CHEEMA CLEANING SERVICES LTD.
herein and in the General (Conditions) called the "CONTRACTOR"

WITNESSETH: that the owner and the Contractor undertake agree as follows:

ARTICLE 1

The Contractor shall:

- a) Provide all the materials and perform all the work shown on the described in the document titled: THE JANITORIAL SERVICE MAINTENANCE OF VARIOUS KINGSVILLE MUNICIPAL BUILDINGS which have been assigned in duplicate by both parties and attached to and forming part of this agreement.
- b) Do and fulfill everything indicated by this Agreement; and
- c) Commence the Contract on April 1st 2019 and complete substantially all work by March 31st 2022.

ARTICLE 2

The Special Information for Tender, Information to Tenderers, Special Conditions, Specifications, Form of Tender, and any Addendum are all to be read and form part of the Agreement and the whole shall constitute the Contract between the parties and it shall ensure to the benefit of and be binding upon them and their successors, executors, administrators, and their assigns.

ARTICLE 3

- a) The Owner pay the Contractor in lawful money of Canada for the performance of the contract, the sum of \$73,668.00 excluding H.S.T. for the 1st year (April 1st 2019-March 31st 2020) and the sum of \$73,668.00 excluding H.S.T. for the 2nd year (April 1st 2020-March 31st 2021) and the sum of \$73,668.00 excluding H.S.T. for the 3rd year (April 1st 2021-March 31st 2022) subject to such additions and deductions as may properly be made under the terms of the Contract. The quantities contained in the Schedule of quantities are approximate only, and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the Contract.

- b) Should the quantities of complete work of any individual item, having a value of 10 percent or more of the amount of the Contract as shown in the above mentioned scheduled, vary 20 percent or more from the quantities stated in such schedule, either the Owner or the contractor may request a revision of the unit price for the item so affected, and both parties agree that under such conditions an equitable revision of the price shall be made.
- c) If the owner orders in writing the performance of any work not covered or included in the Specifications that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be reached upon, then such work shall be performed on a cost plus percentage basis.
- d) In the event the contractor is requested to do additional work included in this contract, the contractor is to submit a bill to include work based on unit price, outlined in the contract.

ARTICLE 4

- a) The Owner shall:
 - Pay on account thereof for the value of work as follows:
 - On a Monthly Basis upon receipt of the invoice
- b) Notwithstanding the provisions contained in Clause (a) above – If on account of climatic or other conditions reasonably beyond the Contractor's control there are items of work that cannot readily be completed, the payment in full for the work which has been completed shall not be delayed on account thereof, by the Owner may withhold a sufficient and reasonable sum, until the uncompleted work is finished and such sum as will adequately protect the Owner against lien.

ARTICLE 5

Extra work performed pursuant to Clause (c) of Article 3 for which no unit price, lump sum or other basis is agreed upon shall be performed on a cost percentage basis of payment as set out below:

- a) The cost of the work shall consist of:
 - direct wages and salaries of workmen, equipment operators, foremen, superintendents, clerks and such other personnel, as may be specifically approved by the Owner, employed directly on the extra work at the site.
 - cost of materials installed in or used in connection with the work (excepting materials paid for under the other provisions or supplied by the Owner) and applicable sales taxes.
- b) The Contractor shall keep daily records of time and materials expended on extra work which shall be checked and confirmed by the Owner at the time the extra work is performed. Invoices, payroll records and other data necessary to substantiate the amounts for payment shall support records. All accounts for extra work shall be subject to the approval of the Owner as applicable to the extra work.

ARTICLE 6

General Liability Insurance – The Contractor covenants and agrees that he will carry general liability insurance for the operation of his/her equipment and the carrying out of his/her work under his/her equipment and the carrying out of his/her work under this contract to the extent of \$2,000,000.00. The Contractor covenants and agrees to name the municipality as co-insurer for the extend of the contract.

ARTICLE 7

Time shall be deemed to be the essence of this Contract.

ARTICLE 8

In case of any inconsistency or conflict between the provisions of this Agreement and the Specifications, or General Conditions, Information to Tender, or Special Conditions or Form of Tender or any other document or writing, the provisions of such documents shall take precedence and govern in the following order, namely:

- | | |
|----------------------------|----------------------------|
| 1. This Agreement | 5. Form of Tender |
| 2. Addenda (if applicable) | 6. Information to Tenderer |
| 3. Special Conditions | 7. General Conditions |
| 4. Specifications | |

ARTICLE 9

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Corporation for whom they are intended or if sent by post or by telegram addressed as follows:

The Contractor at:

Company Name: Cheema Cleaning Services Ltd.

Contact Person: Garry Cheema

Phone Number: 905-951-7156

Mobile Phone Number: 416-566-2290

Email: accounting@ccsclean.ca

ARTICLE 10

All terms and conditions, including Article 3 of this agreement shall be for a three-year period.

Either party may request consideration for an extension of the Contract annually by submitting said request in writing at least 30 days prior to the conclusion of the current contract. If an extension is mutually agreed upon the current contract price will be increased by the average Consumer Price Index annually for the length of the extension.

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written, and have hereunto affixed their Corporate Seals as attested by their proper signing officers in that behalf.

SIGNED, SEALED AND DELIVERED

In the Presence of


WITNESS


CONTRACTOR

MAYOR
TOWN OF KINGSVILLE

CLERK
TOWN OF KINGSVILLE