

THIS AGREEMENT MADE THIS ____ DAY OF _____, 2022

BETWEEN:

THE TOWN OF MILLET
(hereinafter called the "Town")

- AND -

(hereinafter referred to as "the Contractor")

WHEREAS The Town wishes to engage the services of a janitor to clean several Town owned properties: and

WHEREAS the Town and the Contractor have reached an agreement with respect to the terms and conditions under which the Contractor will provide such services; and

IN CONSIDERATION of the fees, covenants and agreements herein contained and by the parties to be respectively paid, observed and performed, the parties hereby agree as follows:

ARTICLE 1 – DEFINITIONS

- 1.1 "Agreement" means this agreement together with any amendments hereto or extensions hereof, provided that such amendments or extensions are in writing and signed by each of the parties.
- 1.2 "Identified Areas" means the buildings or areas identified in Schedule A.
- 1.3 "Term" means March 1, 2022 thru February 28, 2023 with the possibility of extension.
- 1.4 "Services" means all those activities reasonably necessary to clean the Identified Areas including, but not limited to, those activities set forth in Schedule "A".
- 1.5 "Taxes" shall mean all taxes, rates, duties, charges, assessments, and levies whatsoever, including without any limitations GST and capital taxes, any tax, duty, levy, assessment rate and charge in the nature of or similar to a value added tax, sales tax or goods and services tax, whether extraordinary or ordinary or foreseen or unforeseen and which may be imposed by any federal, provincial or municipal government.

ARTICLE 2 – APPOINTMENT

- 2.1 The Town hereby appoints the Contractor, and the Contractor accepts such appointment to provide janitorial services on the Identified Areas in compliance with Schedule 'A'.
- 2.2 Upon expiry of the Term, the Town may choose to re-negotiate, extend the term, or cancel this Agreement.

ARTICLE 3 – DELETED

ARTICLE 4 – CONSIDERATION

- 4.1 The Contractor will be paid _____ per month and such payment will be paid to the Contractor at the end of each month for which services are provided. Such payment shall constitute full, final, and complete consideration for the Contractor's services under this Agreement.
- 4.2 Additional items not contemplated in Schedule A shall have the fees negotiated prior to the commencement of work on those items.

ARTICLE 5 – CONTRACTOR OBLIGATIONS

- 5.1 The Contractor shall operate in accordance with the terms and conditions set forth herein.
- 5.2 The Contractor shall provide a criminal record check to the Town for all individuals providing working for the Contractor prior to starting this contract and through the term of this contract as requested by the Town.
- 5.2 All services are to be performed to the satisfaction of the Director of Development and Infrastructure or designate.

ARTICLE 6 – NO AUTHORITY

- 6.1 The Contractor has no authority to assume or create any obligation whatsoever expressed or implied on behalf of or in the name of the Town, nor to bind the Town in any manner whatsoever.

ARTICLE 7 – EQUIPMENT AND SUPPLIES

- 7.1 The Contractor is responsible to use their own equipment to complete the requirements as set out in Schedule A.
- 7.2 The Town shall provide supplies for the paper towel and soap dispensers in the areas outlined in Schedule A.

ARTICLE 8 – INSURANCE AND INDEMNITY

- 8.1 The Contractor shall at its sole cost and expense, take out and keep in full force and effect comprehensive general liability insurance with inclusive limits of \$5,000,000 per occurrence, Automobile Liability insurance at a minimum of \$2,000,000 per occurrence and any other form of insurance as the Contractor or Town may reasonably require from time to time, in amounts and for insurance risks against which a prudent manager under similar circumstances would insure. This insurance policy will include a clause that names the Town of Millet as an Additional Insured insofar as the Contractor's provision of services under this agreement is concerned.
- 8.2 The Contractor shall at its sole cost and expense, have Workers Compensation Board coverage in good standing for the entire term of the contract.
- 8.3 The Contractor assures that all policies shall be taken out with insurers and shall be in a form acceptable to the Town acting reasonably. The Contractor further agrees that the certificate of insurance acceptable to the Town and if required by the Town, certified copies of each insurance policy, will be delivered to the Town as soon as practicable after the placing of the required insurance. All policies shall contain an undertaking by the insurers to notify the Town in writing of any material change, cancellation, or termination of any provision of the policy not less than thirty (30) days prior to the material change, cancellation or termination thereof. The acquisition and maintenance by the Contractor of insurance policies as required pursuant to this Article shall in no manner whatsoever, limit or restrict the liability of the Contractor under this Agreement.
- 8.4 The Contractor shall indemnify and save harmless the Town from and against all claims, actions, damages, liabilities, and expenses including lawyer fees or a solicitor and his own client basis and other professional fees, in connection with the loss of life, personal injury, damage to property, and/or any other loss or injury whatsoever arising from or out of actions of the Contractor. This sub-section shall survive the termination of the Agreement.

ARTICLE 9 – OWNERSHIP AND CONTROL

- 9.1 The property of the Town of Millet shall remain in the sole ownership and control of the Town.

ARTICLE 10 – TERMINATION

10.1 This Agreement may be terminated by either party upon (30) day's written notice, e-mail, or registered mail by the party desiring to terminate to the other party to the addresses below:

Town of Millet
Box 270
Millet, AB
T0C 1Z0
town@millet.ca
Phone : 780-387-4554

Phone: _____

10.2 The Town may terminate this agreement if a criminal record check is deemed to be unsatisfactory to the Town.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

TOWN OF MILLET

CHIEF ADMINISTRATIVE OFFICER

CONTRACTOR

