

THIS AGREEMENT MADE THIS _____ DAY OF _____, 2020

BETWEEN:

THE CORPORATION OF THE
TOWNSHIP OF ASSIGINACK

Hereinafter called the Municipality of the
first part.

- and -

OF THE TOWNSHIP OF ASSIGINACK

Hereinafter called Contractor of the second
Part.

FOR THE MAINTENANCE AND OPERATION SERVICES OF THE:

ASSIGINACK MUNICIPAL OFFICES at 156 Arthur Street, LIBRARY BUILDING at
25 Spragge Street, POST OFFICE BANK: PUBLIC AREAS at 115 Arthur Street. All
locations are within Manitowaning.

WHEREAS the Municipality is engaged in the administration of certain public buildings
in the Township of Assiginack, in the District of Manitoulin and Province of Ontario;

AND WHEREAS the Contractor is engaged in the business of providing maintenance
and operation services for the designated municipal buildings and grounds.

AND WHEREAS it is the intention of the Municipality and the Contractor to ensure that
this Agreement will provide for the health, comfort and general well being of all persons
using the premises. The maintenance and operation services, including Appendix "A"
hereto are deemed to be the minimum services to fulfill such intention.

NOW THIS AGREEMENT WITNESSETH that in consideration of the terms hereinafter
set out the parties hereto have for themselves, their heirs, executors, administrators,
successors and assigns respectively agree and covenant as follows:

1. The municipality hereby agrees to engage the services of the contractor on the
terms and conditions hereinafter set out.
2. The Municipality will supply the contractor with adequate cleaning supplies,
paper products and other materials necessary for the routine cleaning of the
premises.
3. The Contractor will be responsible for providing a completed Vulnerable
Sector/Police Criminal Record Check prior to commencing duties. In addition,
the Contractor shall provide proof of WSIB and Personal Liability Coverage
of \$ 2,000,000.00.

4. The Contractor shall be responsible for the normal housekeeping, cleaning, routine maintenance inside and outside the designated municipal buildings and grounds.
5. The Contractor shall be solely responsible for the maintenance and operation of the designated municipal buildings and shall seek clearance approval from the Municipal Clerk for any alternates or assistance required in the performance of their duties.
6. The Municipality and contractor agree that all maintenance and operation services shall be carried out in a good and workman like manner conforming to all health and other regulatory standards to the satisfaction of the municipality.
7. In consideration for the maintenance and operation services provided by the Contractor to the Municipality, the Municipality shall pay to the said Contractor not in advance a total annual contract of:

Year One: \$ _____
Year Two: \$ _____
Year Three: \$ _____

8. The Municipality and Contractor agree that the contract may be cancelled by either party on sixty (60) days notice in writing to the other party at its principal place of business.
9. The term of the contract shall be from the 4th day of January, 2020 until the 3rd day of January, 2023. There shall be no guaranteed right of renewal. The agreement may be reviewed and renegotiated with the contractor or may be retendered to the public at large.
10. The Contractor agrees that he/she will carry out the maintenance and operation services for the designated municipal buildings and grounds under the direct supervision of the Municipal Clerk. While an applicant may bid on a single building, preference will be given to applicants bidding on all buildings.
11. This agreement will ensure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.
12. The contractor shall adhere to the Staff Confidentiality Agreement attached to this agreement (Appendix "B").

IN WITNESS WHEREOF of the Municipality has hereunto affixed its seal attested to by the Mayor and the Clerk of the Township in that behalf.

SIGNED, SEALED AND
DELIVERED
In the presence of

THE CORPORATION OF THE
TOWNSHIP OF ASSIGINACK

Mayor:

Clerk:

IN WITNESS WHEREOF the Contractor has hereunto set his hand and seal.

Witness

Contractor

Date

Appendix "A"

TOWNSHIP OF ASSIGINACK

MAINTENANCE AND OPERATION CONTRACT SPECIFICATIONS

ASSIGINACK MUNICIPAL BUILDINGS AND GROUNDS:

Municipal Office 156 Arthur Street, both floors

Library, 25 Spragge Street, Upper Floor

Medical Clinic, both floors

Post Office, Bank, 115 Arthur Street, public areas upper floor

INSIDE MAINTENANCE

Daily

1. All waste receptacles to emptied and stored in a suitable location for disposal.
2. Clean and disinfect all toilets, sinks and door handles.
3. Paper products will be checked and replenished if necessary
4. Clean mirrors in washrooms and wipe down light switch, soap dispenser and paper towel dispenser.

Periodic

1. All carpeted floors to be vacuumed and tiled floors damp mopped twice weekly or more frequently if required.
2. Dust all ledges, desks, filing cabinets, etc. weekly.
3. Clean the inside of all windows monthly.
4. Clean the outside of all windows monthly.
5. Dust all pictures monthly.
6. Clean the wall, ceilings and bathrooms monthly.

7. Check heating equipment/air conditioner daily to ensure it is functioning properly
8. Clean all heat registers monthly.
9. Ensure that the furnace filters are changed regularly.
10. Ensure that the furnace rooms and janitors closets are kept in a clean and orderly manner.

OUTSIDE MAINTENANCE

Summer

1. Keep the outside stairways and sidewalks free of any debris (i.e. rocks, gravel, grass, etc.), as well as removing any grass, trees, etc that has begun to grow up in sidewalks or steps.
2. Outside of buildings (especially entrances) are to be swept down for spider webs, and all outdoor handles cleaned weekly.

Winter

1. Sidewalks and outside stairway and ramps are to be cleared of snow and/or ice by 8:30 am Monday through Friday and by 9:30 am on Saturdays.
2. During inclement weather sidewalks are to be checked regularly, no less than every two hours and kept clear from snow and/or ice.

Any seasonal decorations will be the responsibility of office staffs.

Any major emergency repairs should be reported to the Works Superintendent or Maintenance Superintendent as soon as possible.

“Appendix B”

STAFF CONFIDENTIALITY AGREEMENT

I acknowledge that I have read and understood the Assiginack Municipal policies and procedures on privacy, confidentiality and security. I understand that:

- All confidential and/or personal information that I have access to or learn through my employment or affiliation with the Assiginack Municipality is confidential,
- As a condition of my employment or affiliation with Assiginack, I must comply with these policies and procedures, and
- My failure to comply may result in the termination of my employment with Assiginack and may also result in legal action being taken against me.

I agree that I will not access, use or disclose any confidential and/or personal information that I learn of or possess because of my affiliation with Assiginack, unless it is necessary for me to do so in order to perform my job responsibilities. I also understand that under no circumstances may confidential and/or personal information be communicated either within or outside of Assiginack, except to other persons who are authorized by Assiginack to receive such information.

I agree that I will not alter, destroy, copy or interfere with this information, except with authorization and in accordance with the policies and procedures.

I agree to keep any computer access codes (for example, passwords) confidential and secure. I will protect physical access devices (for example, keys) and the confidentiality of any information being accessed.

I will not lend my access codes to anyone, nor will I attempt to use those of others. I understand that access codes come with legal responsibilities. If I have a reason to believe that my access codes have been compromised, I will immediately contact the Privacy Officer of Assiginack.

Name (Please Print)

Signature

Date

Witness Signature

Form to be signed by all Municipal Staff and Contract Workers

