



City of Coquitlam

Appendix B - Contract

Agreement No. 24-043

**JANITORIAL SERVICES AT PUBLIC
SAFETY BUILDINGS**

THIS AGREEMENT made the _____ day of _____, 2019

BETWEEN:

THE **CITY OF COQUITLAM** a Municipal City under the laws of the Province of British Columbia, of 3000 Guildford Way in Coquitlam, Province of British Columbia, V3B 7N2.

(Hereinafter called “The City”)

OF THE FIRST PART

AND:

(Hereinafter called “The Contractor”)

OF THE SECOND PART

WHEREAS the City has requested Proposals for RFP No. 24-043 to select a Contractor to provide **JANITORIAL** Services for the Public Safety Buildings located at:

- Public Safety Building, 2986 Guildford Way, Coquitlam– **60,000 sq. ft.**
- Ridgeway Community Police Station, 1059 Ridgeway Avenue, Coquitlam – **1,877 sq. ft.**
- Burquitlam Community Police Station, 557 Emerson St, Coquitlam– **3,700 sq. ft.**
- City Hall Police Occupied Space, 3000 Guildford Way – **1,926 sq. ft.**

AND WHEREAS the Contractor has submitted a Proposal in response to the RFP and was selected by the City as the successful Contractor.

AND WHEREAS the Contractor desires to carry out the Services required by the City on the terms and conditions set out herein and detailed in **Appendix A – Cleaning Standards, Project Task Schedule, Task Frequency and Cleaning Schedules (Schedules A – F)**.

THEREFORE, in consideration of the premised and covenants contained herein, the parties HEREBY AGREE AS FOLLOWS:

TERM

The term of the contract shall commence **To Be Determined** in 2025 for a one (1) year term which is subject to satisfactory completion of a 2 month probationary period.

RENEWAL TERMS

At the sole discretion of the City, this Agreement may be renewed for additional terms, based on mutual agreement of value and service. If the City elects to extend the term, the provisions of this Agreement will remain in force, except where amended in writing by the parties.

PROBATIONARY PERIOD

The Contractor is subject to a **two (2) month probationary period and review**. If under the probationary period, the City determines the work is not at an acceptable standard as set forth in the Services Standards or Specifications, then the City expressly reserves the right to terminate the Contract and seek alternate remedies as it deems necessary to achieve an acceptable standard. The City will be the sole judge as to what the acceptable level of service is.

If the Contractor is disqualified, or their contract is not renewed at the end of any term because of poor performance, the City reserves the right to select, negotiate, and contract the services with the next Preferred Proponent or any other Contractor.

PAYMENT TO THE CONTRACTOR

Payments will be made by the City to the Contractor as provided for, by this Agreement, shall be made pursuant to monthly accounts which shall be certified and approved by the Municipal Accountant for the City of Coquitlam.

The City agrees to pay the Contractor for services that have been provided based on the following rates:

A	Public Safety Building, 2986 Guildford Way 60,000 sq. ft. Monthly Price (Exclude GST)	\$	Per Month
B	Public Safety Building, 1059 Ridgeway Avenue 1,877 sq. ft. Monthly Price (Exclude GST)	\$	Per Month
C	Public Safety Building, 557 Emerson St 3,700 sq. ft. Monthly Price (Exclude GST)	\$	Per Month
D	City Hall Police Occupied Space, 3000 Guildford Way 1,926 sq. ft. Monthly Price (Exclude GST)	\$	Per Month
E	Hourly Rate: All inclusive hourly rate for additional janitorial and cleaning services as requested by the City	\$	Per Hour
Upon satisfactory completion of the first twelve month service period, as reviewed by the City, and in the event the City elects to renew the service period(s) for further one-year periods, the above monthly price and where applicable, the hourly rate for additional services will be adjusted at the following percentages:			
	2nd Term: 2025 - 2026	Add / Deduct:	%
	3rd Term: 2026 - 2027	Add / Deduct:	%
	4th Term: 2027 - 2028	Add / Deduct:	%
	5th Term: 2028 - 2029	Add / Deduct:	%

Payment will be made to the Contractor net 30 days after receipt of invoice on the 1st business day of each month.

NOTICES

All notices which are required to be given or made, pursuant to this Agreement shall be put in writing and shall be emailed to the City:

**Attention: PURCHASING DEPARTMENT
CITY OF COQUITLAM
3000 Guildford Way, Coquitlam, BC V3B 7N2
Phone: 604-927-3060
Email: bid@coquitlam.ca**

and in the case of the Contractor addressed to:

**Contractor:
Attention:
Address:
Phone:
Email:**

Or

at such other addresses as the parties may from time to time advise the other party hereto by notice in writing. The date of receipt of any notice shall be deemed to be the date of delivery of such notice if served personally, or if mailed as aforesaid, on the third (3rd) day following the date of such mailing.

This Agreement shall not be assigned by the Contractor without consent of the City first and received in writing.

This Agreement shall enure to the benefit of and be binding upon the parties hereto, as well as the successors and permitted assigns of the Contractor and the successors and assigns of the City.

No condoning, excusing or waiver by the City of any default, breach or non-observance by the Contractor at any time, or from time to time, in respect of any term, condition or provision in the Contract, shall operate as a waiver of the rights of the City hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the City in respect of any such continuing or subsequent default, breach or non-observance, and no waiver shall be inferred from or implied by anything done or omitted to be done by the City.

ENUREMENT AND GOVERNING LAW

The parties agree that this Agreement and all the covenants and provisos and agreements herein contained will enure to the benefit of and be binding upon the parties hereto and each of their respective successors and permitted assigns. The parties hereto acknowledge that this Agreement will be governed and construed in accordance with the laws of the Province of British Columbia and the laws of Canada including any amendments, applicable thereto.

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

Signed and Delivered by:

FOR THE CITY OF COQUITLAM:

Signature

Print Name and Title

FOR THE CONTRACTOR:

Signature

Print Name and Title

1. GENERAL CONDITIONS

1.1. Janitorial and Cleaning Services

The Contractor will provide professional thorough **JANITORIAL & CLEANING SERVICES** at the various City Public Safety (PS) Buildings in accordance with **Appendix A – Cleaning Standards, Project Task Schedule, Task Frequency and Cleaning Schedules (Schedules A – F)**.

The janitorial and cleaning services shall include, but is not limited to, the following:

- Provision of all qualified labour, materials and equipment
- Provision of all supplies; unless noted that the City will provide these at the location identified
- The Daily Report Log shall be signed and dated by each of the Contractor's personnel which is kept in a log book on-site
- Provision of all supervision of Contractor's employees to ensure the highest level of service is provided in accordance with the specifications and task schedule, and as determined by the City

1.2. Health and Safety Requirements

The Contractor shall strictly comply with the current Industrial Health and Safety regulations of WorkSafeBC and the safety policies/procedures of the City of Coquitlam. Other applicable federal, provincial and local regulations and policies concerning the health and safety of workers and general public shall also be followed.

1.3. Indemnity

The Contractor shall indemnify and save harmless the City from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgements of every nature and description brought or recovered against him and/or the City, by reason of any act or omission of the Contractor, its agents, Sub-contractors or employees in the execution of the work.

1.4. Insurance Requirements

The Contractor shall carry Commercial General Liability Insurance satisfactory to the City in the amount of **FIVE MILLION DOLLARS (\$5,000,000.)** inclusive per occurrence.

The Contractor shall submit, upon award by the City of Coquitlam, a Certificate of Insurance certifying that the required insurance policies are in force and that:

- a) The **City of Coquitlam** shall be named as additional insured;

- b) The policy shall not be cancelled, lapsed, transferred, assigned or materially altered without at least thirty (30) days written notice to the City of Coquitlam and the City's written approval of the cancellation, transfer, assignment or alteration.

- c) **Such** certificate is to be provided as [City's Standard Insurance Form](#)

Contractor's Equipment Insurance is required for all equipment owned or rented by the Contractor and employees that provides coverage against all risks of loss or damage.

The Contractor shall ensure that all Sub-contractors carry insurance in the form and limits specified in this clause.

1.5. Independent Contractor

- a) The Contractor is an independent Contractor and this contract does not render the Contractor an agent or employee of the City.
- b) At no time will the Contractor or any of its employees be considered or deemed employees of the City, and furthermore, no employee benefits available to employees of the Contractor will be available or accrue to Contractor or any of its employees;
- c) The City will have no liability or responsibility whatsoever for the collection, withholding or remittance of any tax, duty, assessment, charge, interest, penalty or other payment of any kind, (including without limitation, any federal, provincial or local income taxes, sales taxes, use taxes, Canada Pension Plan payments or unemployment insurance payments) on behalf of or in respect of or for the benefit of Contractor or any of its employees or contractors or any other person;
- d) If, as a consequence of any dispute with or order issued by any taxing or other authority, the City has to pay such taxing or other authority any amount on account of any such tax, duty, assessment, charge, interest, penalty or other payment in connection with the Services rendered by Contractor pursuant to this Agreement, Contractor will reimburse the City forthwith upon demand; and
- e) Contractor acknowledges that as an independent contractor will not qualify for any assistance under the *Unemployment Insurance Act (Canada)*

1.6. Business Licence

The Contractor shall maintain a valid City of Coquitlam Business License or Tri Cities Inter-municipal Business License. For information, contact the City's License Department (Tel: 604-927-3085) or apply on-line at: [Business License](#)

1.7. WorkSafeBC Coverage

The Contractor shall be in good standing with WorkSafeBC and provide a WorkSafeBC Registration Number.

The contractor is responsible for having the site secured in accordance with WorkSafeBC regulations and to perform the work so that there is no risk or danger of hazard to the staff and public at any time during the progress of the work.

1.8. Utilities and Services

The City shall provide, at no cost to the Contractor for the related work, the following:

- Hot and cold water
- Electrical power
- Contractor may use washrooms as designated by the City.

1.9. Security

All Contractors personnel must obtain an RCMP Reliability Status clearance (enhanced RCMP security clearance) in order to perform duties within the 3 PS buildings and RCMP occupied space within City Hall. This will be provided and paid for by the RCMP at the start of the new contract. For every new staff member that is added after the initial start-up, this cost will be borne by the Contractor and paid at the rate that is in effect at that time.

The security clearance identification tag issued will remain the property of the RCMP and remains at the PS Building at the end of every shift.

Contractors will not be supplied with copies of the security clearance certificates, and should a staff member no longer work at the PS buildings, the security clearance will be terminated and the security identification is to be returned.

No personnel shall be employed at the PS buildings without obtaining an RCMP Reliability Status clearance (enhanced RCMP security clearance). Any approved subcontractors must meet these requirements as well.

1.10. Professional Cleaning Products

The Contractor shall be responsible for the procurement, safe storage and use of all environmentally safe cleaning supplies, equipment, tools, and materials required for the provision of janitorial and cleaning services. Proponents shall maintain an adequate inventory of supplies in order to perform the services required.

1.11. Building Consumable Supplies

The City is responsible for supplying all Consumables utilized by building staff and personnel not related to performance of Services. Such Consumables will include, but are not solely limited to, garbage bags, sanitary napkins disposal bags, toilet tissue, paper towels, hand soap and sanitizers, urinal pucks and/or screens and deodorizer. The City will provide these products upon request by the Contractor.

No pressure washing is to be undertaken unless prior approval has been obtained by the City.

1.12. Expenses

Contractor is responsible for all expenses incurred in the performance of the Service, including all cleaning solutions and equipment, but exclusive of Consumables as detailed in 1.11 above, with the exception of lighting as detailed below.

1.13. Lighting

Contractor is responsible for replacing light bulbs that have burnt out in a timely fashion. Only lights that are in non-secure fixtures will be replaced in this fashion, secure fixtures will be replaced by the City or with the City's assistance.

1.14. Storage

The Contractor shall maintain custodial closet and/or storage area in a clean, orderly and safe manner at all times. Proponents shall ensure that basic equipment and cleaning products are always available in these areas for emergency clean-up by Contractor's staff during working hours.

1.15. Conduct and Professionalism

The Services shall be conducted and performed in accordance with professional standards of conduct and performance.

Contractors staff, shall at all times, be professionally attired in clean and neat company uniforms, and wear name tags and security identification. Proponents shall provide and pay for uniforms and name tags.

RCMP security identification must be worn at all times while working and this security identification remains the property of the RCMP and must remain onsite when leaving the Public Safety Buildings.

1.16. Equipment, Materials and Workmanship

The Contractor shall ensure that they are professional qualified and experienced and have the necessary resources for the successful completion of the work including any amendments as they may occur during the execution of the work.

All equipment, materials and labour utilized and all workmanship shall comply with all current codes, standards, regulations and statutes pertaining to the services including, but not exclusively:

1. WorkSafeBC
2. Workplace Hazardous Material Information System (WHMIS)

Equipment must be in good mechanical repair and not require excessive maintenance or create excessive down time that jeopardizes the Contractors ability to provide the services agreed to.

1.17. WHMIS

All products purchased by the City are considered to be required for use in the workplace. All products are required to be labelled as a hazardous or controlled product and a material safety data sheet (MSDS) is to accompany the shipment and is required as a condition of purchase. Shipment of goods which do not comply will be returned to the Contractor at their expense.

1.18. Variation of Usage

The Contractor will be paid the MONTHLY PRICE for the provision of the Services which shall consider the peaks in usage that will occur at the PS Buildings. This means that no extra charges will be expected should there be a high level of usage at a particular time. The Contractor's price allows for variations and includes provision of all the Services described in accordance with the Appendices.

1.19. Schedule and Coverage

The PS Buildings are in use 24 hours per day, 7 days a week, and 365 days a year. At no time, shall performance of janitorial and cleaning services

interfere with the operations. During any unusual or special events, restricted areas will be identified and may be exempted from cleaning.

The Contractor shall have RCMP security cleared staff coverage available, at all times during the agreed upon hours, in the event of staff illness/turnover.

1.20. Competent Staffing

The Contractor will at all times supply sufficient number of fully competent and qualified personnel to perform the Services in a timely manner in accordance with the terms hereof and the requirement of this Agreement.

The Contractor will comply with all security procedures established by the City for proper access to City facilities and will comply with any reviews required as determined by the City from time to time.

Contractor's personnel will wear correctly labeled garments identifying them as employees of the Contractor.

Contractor's personnel will have received WHMIS training and comply with WHMIS protocol, and will utilize necessary safety equipment during the performance of Services, particularly with regards to utilization of "Caution – Wet Floor" signs during wet cleaning of floors as City facilities are in operation 24 hours per day.

Contractor's personnel must be able to communicate proficiently written and verbally in the English language.

1.21. Quality Control

The Contractor will provide the City with monthly inspection reports to ensure Services are being performed in the correct manner. Schedules will also be posted to ensure that certain areas are serviced according to the schedule agreed to by both parties for reasons of security.

1.22. Lost and Found Articles

Lost and found articles shall be turned over immediately to the Civilian Police Services Manager or designate on site.

1.23. Inspection of Services

- a) All services provided shall be subject to inspection and shall meet the approval of the City. If they are not approved, the City shall have the right to reject them or to require correction.
- b) Acceptance or rejection of the work shall be made as promptly as practical, but failure to accept or reject the work shall not relieve the

Contractor from responsibility for services provided not in accordance with the contract.

- c) The City will not be deemed to have accepted the services by virtue of a partial or full payment for it.
- d) The City shall be the final judge of all services and its decisions of all questions in dispute will be final.

1.24. Damage and Defects

The Contractor shall use due care so that no persons are injured, or no property damaged or lost in providing the services. The Contractor shall be solely responsible for all loss, damages, costs and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the services or caused in any other manner whatsoever by the Contractor or its employees.

The Contractor shall rectify any loss or damage for which, in the opinion of the City, the Contractor is responsible, at no charge to the City and to the satisfaction of the City.

Alternatively, the City may repair the loss or damage and the Contractor shall pay to the City the costs of repairing the loss or damage upon demand from the City. Where, in the opinion of the City, it is not practical or desirable to repair the loss or damage, the City may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the Contractor.

1.25. Force Majeure

Neither party will be liable to the other for any failure or delays in the performance or observance of obligations caused by events beyond its reasonable control ("Force Majeure"), including but not limited to fires, explosions, storm, flood, earthquake, war, sabotage, accidents, riots or civil disturbances, acts of God, or laws or regulations imposed by any civil or military government, inability to obtain any license or consent necessary in respect of the use of telecommunications facilities, or delays caused by carriers, suppliers or material shortages, after the date thereof.

If an event of Force Majeure occurs, the party's whose performance is directly affected, as soon as practicable, is to notify the other party in writing of the particulars thereof, and is to use its commercially reasonable efforts to remove, curtail or contain the event of Force Majeure and resume with the least possible delay the observance and performance of its obligations under a Contract.

If the condition of Force Majeure is due to labour unrest such as strikes, slowdowns, picketing or boycotts, then the Supplier shall have thirty (30) days within which to cure the delay or default after which should the default or delay continue, the City may terminate the affected Contract without liability.

1.26. Default

The City reserves the right, at its sole discretion, to immediately terminate the contract, in whole or in part, and utilize the services of any other Contractor, if the successful Contractor:

- Fails to make delivery of the services
- Fails to perform any provision of the contract within the time specified, or within a reasonable amount of time if no time is specified, as determined by the City
- Fails to meet the City's standard of expected and agreed level of service and performance
- Be adjudged bankrupt or makes general assignment for the benefit of creditors

1.27. Cancellation

The contract may be cancelled by either party for any reason without cause or penalty upon 60 days written notice.

Upon notice of cancellation, the Contractor would be compensated for work completed and services performed and all amounts owing under this Contract.

The City will not be liable for any amount the Contractor owes on account or lost profits relating to the portion of goods and services not performed or other profit opportunities.

1.28. Dispute Resolution

The parties will make reasonable efforts to resolve any dispute, claim or controversy arising out of this contract using the following dispute resolution procedures:

- a) Negotiation – the parties will make reasonable efforts to resolve any dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.

- b) Mediation – If all or any of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may refer the matter to mediation. Within 10 days of delivery of notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the BC International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Coquitlam, British Columbia. Each party will bear its own costs of participating in the mediation.
- c) Litigation – If within 90 days of the request of the mediation, the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice, commence litigation.

1.29. Confidentiality

The Contractor agrees that proprietary City information obtained in providing the services will be treated as confidential and not disclosed.

1.30. Advertisement

The Contractor shall not advertise its relationship with the City without prior written consent from the City.

1.31. Assignment

The Contractor will not, without the written consent of the City of Coquitlam, assign, sublet or transfer any subsequent contract or any part thereof.

1.32. Law

This RFP and any resultant award shall be governed by and construed in accordance with the laws of the Province of British Columbia, Canada, which shall be deemed the proper law hereof.

1.33. Non-exclusivity

The intent of the City is to have one service provider but the acceptance of any proposal, and upon award, does not entitle any Contractor to exclusive rights for the provision of the services.

1.34. Payments – Invoicing

The City will pay Contractors for successful completion or work performed or services provided.

- a) All invoices should be submitted in .pdf format sent to email:
apinvoices@coquitlam.ca
- b) Invoices shall include the Contract Number as provided by the City and will be submitted monthly or upon substantial completion.
- c) The Contractor shall be paid net 30 days or best effort from receipt of invoice and acceptance of the goods and/or services, whichever is the later, unless alternate payment terms have been agreed to between the Contractor and the City.
- d) Invoices shall show PST and GST separately.