



4/12/2022

Township of Lanark Highlands

Tender # COR-2022-01

Janitorial Services – Lanark Highlands'
Municipal Office

TOWNSHIP OF LANARK HIGHLANDS:

TENDER #COR-2022-01

Janitorial Services – Lanark Highlands’ Municipal Office**Due Date:
May 5th, 2022****Closing Time:
2:00pm Eastern Standard Time****Issued: April 13th, 2022**

1. INVITATION TO TENDER

- 1.1. The Township of Lanark Highlands invites qualified contractors to submit a bid for the provision of janitorial services for the Municipal Office located at 75 George St., in the Town of Lanark, Ontario.
- 1.2. Sealed bids clearly marked "TENDER FOR JANITORIAL SERVICES – LANARK HIGHLANDS' MUNICIPAL OFFICE: COR-2022-01" must be addressed to the MANAGER OF FACILITIES AND COMMUNITY AFFAIRS, Corporation of the Township of Lanark Highlands, 75 George St., Lanark, Ontario, K0G 1K0 and received no later than 2:00pm eastern standard time on May 5th, 2022. The clock in the municipal offices will determine the closing time.
- 1.3. Tender documents may be obtained through the Township via email upon request or downloaded from the Township's website located at <https://www.lanarkhighlands.ca/lh-town-hall/tenders-employment-opportunities/tenders-rfq>

2. INSTRUCTIONS TO BIDDERS

2.1. GENERAL

- 2.1.1. Sealed bids clearly marked "TENDER FOR JANITORIAL SERVICES – LANARK HIGHLANDS' MUNICIPAL OFFICE: COR-2022-01" must be addressed to the CAO, Corporation of the Township of Lanark Highlands, 75 George St., Lanark, Ontario, K0G 1K0 and received no later than 2:00pm eastern standard time on May 5th, 2022 for the provision of labour, equipment and materials to satisfactorily carry out Janitorial Services for the Corporation of the Township of Lanark Highlands Municipal Office for a three (3) year term with the possibility of an extension of a maximum of two one year terms to be mutually agreed upon by both parties as detailed in the General Conditions, Section 2 "Term of Contract".
- 2.1.2. SITE MEETING – An optional site inspection will be held on April 26th at 10:00 am starting in the Council Chambers located at 75 George St., Lanark, Ontario. This meeting will provide Bidders with an opportunity to view the building. Any clarification required will be identified through an Addendum. By submitting a bid, the bidder has satisfied themselves that they are aware and fully knowledgeable in the execution of the works of this contract.
- 2.1.3. The price quoted shall be in Canadian Funds and will include all and every cost to complete the Form of Tender. Pricing shall be held firm for a period of sixty (60) days after the closing date and time.
- 2.1.4. All inquires related to this Invitation to Tender are to be directed in writing by email, to the following person. Information obtained from any other source is not official and should not be relied upon.

Chelsea Dawes
Manager of Facilities and Community Affairs
Corporation of the Township of Lanark Highlands
Email: commaffairs@lanarkhighlands.ca
Phone: 613-259-2398 ext. 252

2.2. ACCEPTANCE OR REJECTION

The Corporation reserves the full right to, in its sole discretion and according to its own judgement and interest:

- 2.2.1. To waive informalities in the tender, reject any and/or all tenders or accept any tender deemed most favourable in the best interest of the Corporation;
- 2.2.2. To make decisions with due regard to quality of service, experience, compliance with requirements and any other such factors as may be necessary in the circumstances;
- 2.2.3. Without limiting the generality of the foregoing, any tender may be disqualified or rejected which is incomplete, obscure or irregular, which has erasures or corrections in the Form of Tender, in which prices are omitted or are unbalanced;
- 2.2.4. To reject any and/or all tenders that exceeds the budget for this work;
- 2.2.5. To cancel or reissue the tender without any changes, in the event that only one compliant response is received, and/or if the fees submitted exceed the estimated budget for this project;

2.3. CANCELLATION

- 2.3.1. The Corporation of the Township of Lanark Highlands reserves the right to cancel this tender at any time and for any reason, and will not be responsible for any loss, damage, cost or expense incurred or suffered by any bidder as a result of that cancellation.

2.4. CONFLICT OF INTEREST

- 2.4.1. The Bidder warrants that the bidder is not employed by the Township, nor is an immediate relative of such an employee, if the goods or services to be supplied under this Tender are intended to be supplied to the department in which such employee works.
- 2.4.2. If the Bidder is a company, the Bidder warrants that none of its officers, directors or employees with authority to bind the company are employees of the Township or immediate relatives of employees of the Township, if the goods or services to be supplied under this Tender are intended to be supplied to the department in which such employee works.
- 2.4.3. In this section "Immediate Relative" means a spouse, parent, child, brother, sister,

brother-in-law, or sister-in-law of a municipal employee.

2.5. SOLICITATION

2.5.1. If any director, officer, employee, agent or other representative of a Bidder makes any representation or solicitation to the Mayor, any Councillor, officer or employee of the Corporation with respect to the Tender, whether before or after the submission of the Tender, the Corporation shall be entitled to not accept the Tender.

2.6. DISCLAIMER

2.6.1. Bidders responding to this competitive process agree to the terms and conditions of the bid opportunity as issued by the Township of Lanark Highlands. Submissions shall not contain any alterations to the posted document other than entering data in the spaces provided or including attachments as necessary. Bidders who alter the document as issued may be disqualified from this competition.

2.7. ADDENDA

2.7.1. Any and all addendums to this bid opportunity will be posted on our website at <https://www.lanarkhighlands.ca/lh-town-hall/tenders-employment-opportunities/tenders-rfqs>. It is the sole responsibility of participants to make sure that they are in receipt of all addendums prior to the tender closing. The Township of Lanark Highlands will not issue addenda less than three (3) days prior to the closing date without a corresponding reasonable extension of the closing date.

2.8. FORM OF TENDER

2.8.1. All Tenders must be on the “Form of Tender” as provided and shall be executed by the Bidder with their business address.

2.8.2. Each bidder shall state in the space provided on the Form of Tender, the receipt and inclusion of Addenda issued prior to the Tender closing.

2.8.3. Failure to include all Addenda issued may render the Tender invalid.

2.8.4. The Form of Tender must be signed by the authorized signatory(s). Signature must be in original handwriting.

2.8.5. If the Bidder is an individual or partnership, the Tender shall be executed by the individual or a partner in the presence of a witness and the signer must show the capacity in which they sign; e.g. “Partner” or “Partnership” or “Proprietor”.

2.8.6. If the Tender is a corporation then the full name of the corporation must be included, together with the names and signatures of the authorized officers or directors.

2.8.7. If the Bidder is a joint venture, each party to the joint venture shall execute the Tender under seal in the manner appropriate to such party.

2.9. CLARIFICATION OF CONTRACT DOCUMENTS

2.9.1. The bidder must carefully examine the Tender documents. Should a bidder find discrepancies in, or omissions from the document or specifications, or should the bidder be in doubt as to their meaning, the bidder should at once notify the Township of Lanark Highland's Manager of Facilities and Community Affairs in writing. The bidder may not claim, after the submission of a Tender, that there was any misunderstanding with respect to the conditions imposed by the documents.

2.9.2. Written Addenda will be issued to amend the Tender documents if required.

2.9.3. No verbal agreement or conversation made or had at any time with any officer, agency or employee of the Township shall affect or modify any of the terms or obligations herein stated.

2.10. SUBMISSION AND WITHDRAWAL

2.10.1. A Bidder who has already submitted a tender may submit a further tender at any time up to the official closing time. The last tender received shall supersede and invalidate all tenders previously submitted by the Bidder for this contract.

2.10.2. A Bidder may, without prejudice to themselves, withdraw, modify or correct a tender after it has been deposited with the Manager of Facilities and Community Affairs provided the request for such withdrawal, modification or correction is filed in writing, before the time set for opening tenders. The original Tender, as modified by such written communication, will be considered as the Tender submitted by the Bidder.

2.11. CHANGE IN SCOPE

2.11.1. The Township shall have the right to increase or decrease the frequency of service that may be required during the term. Any such changes shall become effective upon THIRTY (30) days after written notice, as set out in section 14, has been delivered to the Contractor. The pricing submitted in the form of tender shall be applied to the increase or decrease in frequency.

2.11.2. Changes to the scope that are not identified in the form of tender shall be negotiated between the contractor and the Township. A memorandum of understanding shall detail the change in scope and once signed, will become integral to the contract.

2.12. NOTICES

2.12.1. The Corporation for the purpose of "Section 8 – change in Scope" shall be in writing

and shall be sent by registered mail to the Contractor at the address specified in the Bidders Tender. The postmark date shall constitute date that Notice was given for this purpose.

3. FORM OF TENDER

TOWNSHIP OF LANARK HIGHLANDS

TENDER #COR-2022-01

Janitorial Services – Lanark Highlands’ Municipal Office

The undersigned having carefully read the Instructions to Bidders, General Conditions and the Form of Tender do hereby tender to supply labour and materials to satisfactorily carry out the Janitorial duties at the Township of Lanark Highlands Municipal Office.

All daily and weekly work identified in this form of tender is to take place after 4:30pm, Monday to Friday.

Monthly, Semi-Annual and Annual work identified in this form of tender may take place on Friday evening after 4:30pm, and Saturday or Sunday provided it will not impact municipal operations on Monday beginning at 8:00am.

(See Next Page)

FORM OF TENDER

Form of Tender - Lanark Highlands Municipal Office Janitorial Services

ITEM	TASK	FREQUENCY	UNIT COST (\$/event)	QUANTITY	TOTAL (UNIT COST X QTY)
1	Vacuum all offices, entry areas, stairwells, the Council Chambers and transition areas.	Daily	\$	248 (excludes stat holidays)	\$
2	Damp-mop all hard surface flooring (October 1st - March 31st)				
3	Empty waste and recycling containers daily in all offices and place collected waste and recycleables in bins provided.				
4	Clean and sanitize washrooms daily (sinks, toilets, urinals, stalls, wall-mounted equipment, exposed piping, floors and walls) and replace paper and soap products as required.				
5	Clean and sanitize all door hardware (touch points).				
6	Vacuum entry mats				
7	Dust, wipe and clean public area furniture, counters and all office furniture				
8	Dust and wipe exposed areas of desks				
9	Clean and sanitize telephones				
10	Vacuum Carpets and remove stains				
11a	Clean main floor kitchen area including microwave, fridge and water cooler. Wash, dry dishes and put away in cupboard.				
11b	Clean downstairs kitchen/staff room area including microwave, fridge, water cooler, oven. Wash, dry dishes and put away in cupboard.				
12	Pick up debris from sidewalks and parking area (front, side and rear yards) abutting the municipal offices				
13	Clean exterior door areas of cobwebs				
14	Damp-mop all hard surface flooring (April 1st - September 30th)	Weekly	\$	52	\$
15	Place waste and recycling at curbside on the evening prior to pickup by the waste services provider.				
16	Clean and dust (window ledges, the exposed tops of cupboards and filing cabinets, railings, counter tops, walls accessible light fixtures, ceiling vents and public areas)				
17	Clean interior window glass and door glass.				
18	Clean reception counter plexiglass (both sides)	Monthly	\$	12	\$
19	Buff hard surface flooring				
20	Strip, wax floors and deep clean carpets (April and October)	Semi-Annual	\$	2	\$
21	Clean exterior ground floor windows (April and October)	Semi-Annual	\$	2	\$
SUBTOTAL					\$
HST (13%)					\$
TOTAL ANNUAL COST					\$
CONTRACT INCREASE (%) - 2023					%
CONTRACT INCREASE (%) - 2024					%

4. TENDERER'S QUALIFICATIONS

The Tenderer shall fill in details below of the most recent contracts the Tenderer has undertaken with work of a nature similar to this proposed Contract.

It is the intention of the Township of Lanark Highlands to use the information given below to assess the experience of the Tenderer in the appropriate fields of work. The Township may contact the references given below before awarding the Contract.

1)

Location:

Contact Name:

Client:

Telephone No.:

Contract Value:

Year:

Description of Work:

2)

Location:

Contact Name:

Client:

Telephone No.:

Contract Value:

Year:

Description of Work:

3)

Location:

Contact Name:

Client:

Telephone No.:

Contract Value:

Year:

Description of Work:

5. GENERAL CONDITIONS

5.1. DEFINITIONS

- 5.1.1. “**Contract**” means this Agreement and includes, without limitation, such Specifications and Inspection Standards as are incorporated therein by reference.
- 5.1.2. “**Contractor**” means the individual, partnership, sole proprietorship, or corporation executing the Agreement.
- 5.1.3. “**Co-ordinator**” means the person appointed and authorized by the Municipality as the Co-ordinator for the particular premises to which the work applies.
- 5.1.4. “**Corporation**” means the Corporation of the Township of Lanark Highlands.
- 5.1.5. “**Manager of Facilities and Community Affairs**” means the Manager responsible for carrying out the provisions of this contract on behalf of the Corporation of the Township of Lanark Highlands or his/her authorized representative.
- 5.1.6. “**Township**” means the Corporation of the Township of Lanark Highlands and its Council and employees.
- 5.1.7. “**Work**” means the furnishing of all labour and equipment to perform the Services as set out in the Specifications and Inspection Standards attached hereto.

5.2. TERM OF CONTRACT

- 5.2.1. The duration of this contract shall be for the term of two (2) years commencing August 1st, 2022 and ending July 31st, 2024, with the possibility of a maximum of two (2) one-year extensions.

5.3. RECOGNITION

- 5.3.1. The contractor acknowledges that while performing the services under this Agreement, that it is not an employee of the Township, and as such shall be responsible for the payment of all expenses required by law, including, but not necessarily limited to, Employment Insurance premiums, Income Tax, Canada Pension Plan contributions as provided by the contractor etc.

5.4. ASSIGNMENT OF CONTRACT

- 5.4.1. This Contract may not be assigned without prior written consent of the Corporation and neither the whole nor part of the work may be subcontracted by the Contractor without prior written consent of the Township and every subcontract shall incorporate all the terms of this Contract which can reasonably be applied thereto.

5.5. TERMINATION

5.5.1. In cases of repeated or persistent faulty of Contract work or performance on the part of the Contractor or his agents, employees or subcontractors, or cases where the Contractor becomes insolvent, is declared bankrupt or commits an action of bankruptcy, the Corporation may by notice in writing, terminate the Contract. If the day of termination is not the last day of a Contract month, payment for such month will be apportioned as per the costs identified in the form of tender document.

5.6. NON-COMPLIANCE OR DEFAULT BY CONTRACT OTHER CONTRACTOR

5.6.1. If the Contractor fails to comply with a direction or decision of the Township properly given, or is in fault in any other manner under the Contract, the Township may do such things and incur such costs as he deems necessary to correct the contractors default, and the Contractor shall promptly reimburse the Corporation any costs so incurred, (or the cost shall be deducted from the next invoice).

5.7. INSURANCE

5.7.1. The Contractor shall provide, maintain and pay for the following insurance which shall be placed with such insurance company or companies and in such form as may be acceptable to the Corporation:

- I. Commercial General Liability Insurance: Issued on an occurrence basis for an amount of not less than \$2,000,000 per occurrence, annual aggregate for any negligent acts or omissions by the engineer relating to their obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; owners & contractors protective; occurrence property damage; products & completed operations; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause.
- II. Such insurance shall add the Corporation of the Township of Lanark Highlands as additional Insured with respect to the operations of the successful proponent. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the additional insured.
- III. The policies shown above must stipulate that they cannot be cancelled or permitted to lapse unless the insurer notifies the Township in writing at least thirty (30) days prior to the effective date of cancellation or expiry. The Township reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the Township may reasonably require.

- IV. The successful proponent shall not commence work until such time as evidence of insurance has been filed with and approved by the Township. The successful firm shall provide evidence of the continuance of all required insurance at each policy renewal date for the duration of the contract.

5.8. WORKERS COMPENSATION

- 5.8.1. The Contractor shall maintain WSIB coverage in accordance with the laws of the Province of Ontario for all employees performing work under this contract.

5.9. CONTRACTOR'S SUPERVISOR AND WORKERS

- 5.9.1. The Contractor will identify who will exercise competent supervision of the work at all times and in any event must be:

- I. Acceptable to the Corporation;
- II. Have authority to receive on behalf of the Contractor, any order or communication relating to the work. Any supervisor or workers not acceptable to the Municipal Engineer by reason of incompetence, confidentiality or and to the site, improper conduct or who is deemed to be a security risk shall be excluded from the work site and replaced forthwith.
- III. Perform monthly inspections with the Co-ordinator to review the performance of the Contractor to ensure quality of work.

- 5.9.2. The Contractor shall submit to the Township the names and addresses of all individuals who will be performing the work. Any proposed changes to this roster shall immediately be brought to the attention of the Manager of Facilities and Community Affairs. Necessary Bond(s) thereof shall be provided to the Township before any individual commences work.

- 5.9.3. All employees shall have a criminal record check. The Corporation will require the Contractor to provide criminal record checks to the satisfaction of the Corporation prior to any employee of the contractor performing work for the Township.

- 5.9.4. Security – it is the responsibility of the Contractor for the security of the buildings when cleaning services are being performed. No unauthorized employees or others are allowed in the work areas.

- 5.9.5. The Contractor shall be responsible for all costs associated with the terms of the Contract agreement including employee's wages and benefits, travel expenses and equipment.

5.10. INVOICE CRITERIA

5.10.1. The contractor shall submit invoice dated the last day of the month for services rendered during said month.

5.10.2. Each invoice must be itemized to show the services performed in conformance with the form of tender and the respective costs. Each invoice is to include applicable HST.

5.10.3. Invoices shall be approved by the Manager of Facilities and Community Affairs and payment made within 30 days of invoice date.

5.11. TOWNSHP RIGHTS

5.11.1. The Township shall have, without limitation, the right to determine whether any part of the work has been done as required by the Contract.

6. SPECIFICATIONS

6.1. DESCRIPTION

6.1.1. The work of this Contract consists of the furnishing of all labour and equipment required for the daily maintenance of clean and sanitary conditions on the areas of the Township of Lanark Highlands' Municipal Office. The work shall be done in accordance with these Specifications using the best techniques of the trade so as to comply with the Inspections Standards which form a part of these Specifications.

6.2. MATERIALS

6.2.1. All materials and supplies shall be of a quality satisfactory to the Township. The contractor will place orders for materials with the Township's supplier. The Township's supplier will then email the Township for approval of the order and the Township will pay for all materials and supplies directly to the supplier as outlined below;

- I. Floor wax, wax remover
- II. Toilet tissue
- III. Disinfectant, spot and window cleaner
- IV. Paper towels
- V. Garbage and compostable bags
- VI. Hand soap
- VII. Deodorant blocks
- VIII. Electric light replacements and repairs
- IX. Other items as agreed to

6.2.2. Special requests, materials, or other supplies not included in this list must be pre-approved for order by the Manager of Facilities and Community Affairs. Any items appearing on an invoice from the Township's supplier that are not pre-approved or identified in the list under 6.2.1 may be deducted from the contractor's future invoice.

6.3. STORAGE

6.3.1. Storage for supplies will be provided in areas to be designated by the Township. Storage of supplies will be done in accordance with the workplace Hazardous Materials Information System (WHMIS). The Contractor is entirely responsible for coordination and administration of WHMIS for use in the janitorial spaces provided in each building.

6.4. EQUIPMENT

6.4.1. The Contractor shall equip their staff with suitable modern equipment to enable them to perform their tasks. The contractor will be provided a reasonable area to store vacuums, mops and buckets etc. within the building. The contractor and the Township will meet to identify the space required prior to the contract start date.

6.4.2. As well as being adequate for the tasks, equipment shall be such as not to damage or cause unnecessary wear and tear to the building surfaces, furnishings or equipment. It is anticipated that most of this equipment (carts, pails, vacuum cleaners, brooms, mops etc.) will be new at the beginning of this contract and shall be replaced when worn out.

6.5. LABOUR

6.5.1. The Contractor shall supply a sufficient number of workers to adequately perform the tasks required. This number will be determined by the prior experience and expert knowledge of the Contractor.

6.6. TASKS AND FREQUENCY

6.6.1. The work shall be done in accordance with the Form of Tender (section 3.0) which is considered integral to this Specification although not expressly included.

6.6.2. Monthly periodic cleaning is to be done in the first week of the month. Semi-Annual work is to be done the first week of the month of April and October.

6.6.3. The Contractor shall supply at the time of contract execution, and on an annual basis a complete schedule of periodic cleaning services to be provided (the day of the month or week that periodic cleaning tasks will be done a copy of which is to be supplied to the Manager of Facilities and Community Affairs.

6.7. WORK PROHIBITED

- 6.7.1. Work is prohibited to start prior to 4:30pm with the exception of Council Meeting nights.
- 6.7.2. Council Meetings are generally held every 2nd and 4th Tuesday of each month, subject to change and the annual approved schedule.
 - I. The contractor must not perform work after 5:30pm on Council Meeting dates. The annual schedule for Council meetings is available on the Township's website.

7. INSPECTION STANDARDS

7.1. GENERAL

- 7.1.1. The work shall be performed by fully trained persons, competent in the particular operation assigned to them and, if required by the Co-ordinator, under continuing supervision by the Contractor's Supervisor having the authority and knowledge necessary for effective influence on the conduct of work.
- 7.1.2. The Contractor's Supervisor or other official representative shall be available for discussion with the Township as necessary, at which times any shortcomings will be brought to the Contractor's attention so that corrections may be made.
- 7.1.3. The Inspection Standards are meant to indicate acceptable results of good cleaning techniques and are part of this specification. The Township will not assume any responsibilities for instructing workers in the techniques and will not normally speak directly to the workers, but may do so in urgent matters if the Contractor's Supervisor is not immediately available.

7.2. PERFORMANCE ASSESSMENT

- 7.2.1. The Contractor's overall performance and the quality of their work will be determined by the Township's inspection using the Inspection Standards in conjunction with the requirements outlined in section 3.0 – Form of Tender.
- 7.2.2. It should be noted that the Municipal Office is the main hub of the Municipality, so it is imperative that the janitorial service be of a high standard. Contractors are requested to keep this in mind when submitting their tenders.

8. AGREEMENT

The contractor shall enter into the agreement attached hereto on the next page.

**CORPORATION OF THE TOWNSHIP OF LANARK HIGHLANDS
JANITORIAL SERVICES AGREEMENT**

**SCHEDULE "A"
BY-LAW No. 2022-XXXX**

THIS AGREEMENT IS MADE AS OF THE ____ DAY OF _____ 2022.

BETWEEN: The Corporation of the Township of LANARK
HIGHLANDS (Hereinafter referred to as "the
Township")
OF THE FIRST PART

AND: XXXXXXXX
(Hereinafter referred to as "the Contractor")
OF THE SECOND PART

WITNESS that the Township and the Consultant (hereinafter referred to as "the Parties" hereby agree to the following terms and conditions:

A. THE WORK

The Contractor shall:

- 1) Perform the Work required by the Tender Documents for Janitorial Services at the Township of Lanark Highlands Municipal Office, which have been signed by the parties and attached hereto as Appenix "A", and;
- 2) Do and fulfill everything indicated by this Agreement, and;
- 3) Commence the Work on the _____ day of _____, 2022.

B. CONTRACT DOCUMENTS

The following is an exact list of the Tender Documents referred to in Section A and appended to this Agreement. This list is subject to subsequent amendments in accordance with the provisions of the Contract and agreed upon between the parties.

- (1) Form of Tender
- (2) General Conditions
- (3) Specifications
- (4) Inspections Standards

C. CONTRACT PRICE

The Contract Price is included in the Form of Tender contained within the Tender Documents and completed by the Contractor, attached to this agreement as Appendix "A".

D. PAYMENT

Subject to applicable legislation and the provisions of the Tender Documents, the Township shall:

- (1) Make monthly payments in Canadian funds to the Contractor on account of the Form of Tender upon approval of the invoice submitted by the Contractor.
- (2) The Township agrees to pay the Consultant the professional fees and associated disbursements for consulting services rendered as outlined in the Consultant's proposal. Any additional expenditures or disbursements shall not be incurred without the prior expressed written approval of the Township.

E. RIGHTS AND REMEDIES

- (1) The duties and obligations imposed by the Tender Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- (2) No action or failure to act by the Township or Contractor shall constitute a waiver of any right or duty afford any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

F. RECEIPT OF AND ADDRESSES FOR NOTICES

Communications in writing between the parties shall be considered to have been received by the addressee on the date of delivery, if delivered by hand to the individual or to a member of the firm or to an officer of the Township for whom they are intended, or if sent by post or by telegram, to have been delivered within five (5) working days of the date of mailing, dispatch or of delivery to the telegraph company when addressed as follows:

The Township at: 75 George St., Lanark, Ontario, K0G 1K0

The Contractor at: _____

G. LAW OF THE CONTRACT

This Agreement is drawn in English at the request of all parties hereto.

H. SUCCESSION

The Pricing submitted on the Form of Tender by the Contractor, forming part of the Tender Documents and hereto attached as Appendix "A", and the other aforesaid Tender Documents, are to be read into and form part of this Agreement, and the whole shall constitute the Contract between the parties and subject to law and the provisions of the contract Documents shall ensure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.

DO NOT EXECUTE

IN WITNESS WHEREOF the Contractor and the Corporation have hereto affixed their corporate seals duly attested by the hands of their proper signing officers in that behalf on the day first above written.

SIGNED, SEALED AND DELIVERED)

in the presence of)

Witness)

(required if not a registered Ontario corporate company))

: _____
Consultant (Company/Firm)

Signing Officer for Consultant

Name: _____

Title: _____

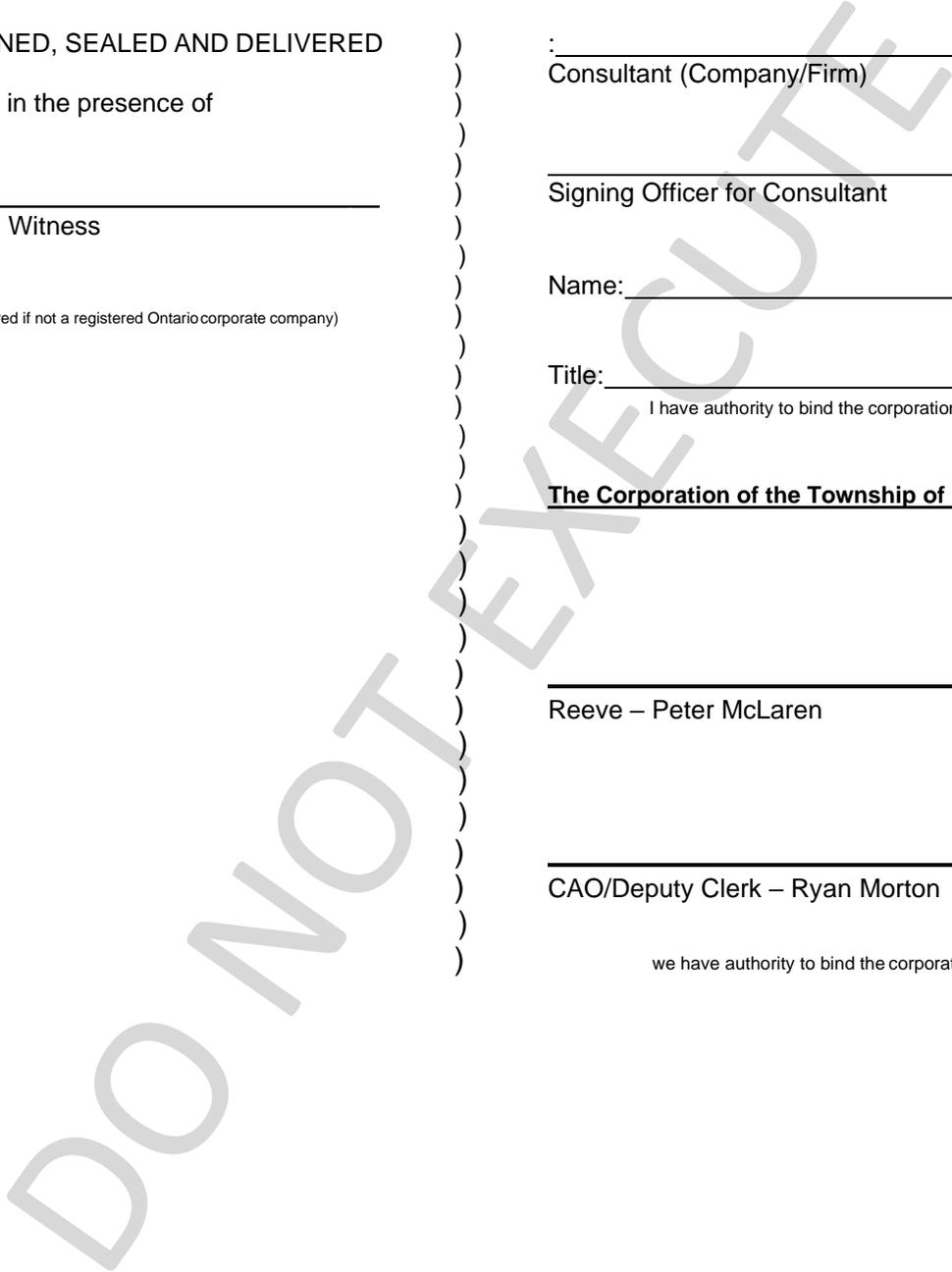
I have authority to bind the corporation

The Corporation of the Township of Lanark Highlands

Reeve – Peter McLaren

CAO/Deputy Clerk – Ryan Morton

we have authority to bind the corporation



APPENDIX "A"
to the JANITORIAL SERVICES AGREEMENT

TENDER DOCUMENTS

DO NOT EXECUTE