BUILDING CLEANING CONTRACT

THIS AGREEMENT made on the 18th day of December 2019

BETWEEN:

CARLETON CONDOMINIUM CORPORATION NO.476
(hereinafter called "the Owner")

AND:

SSC MAINTENANCE SERVICES
C/O Mike Desjardins
(hereinafter called "the Contractor")

In consideration of the mutual covenants and agreements herein, the parties agree as follows:

ARTICLE 1 - WORK TO BE PERFORMED

1.1 The contractor shall supply all labor, for the proper performance of all work described in the attached Appendix "A" ("the contract work"). The contract work shall be performed in accordance with this agreement and the plans, specifications and other requirements described in Schedule "A".

ARTICLE 2 – TERM & RENEWAL

2.1 The term of this Agreement shall be from the **1st day of December 2019,** to and including the **31th day of October 2020.**

2.2 Either party may terminate this agreement on thirty (30) days' written notice to the other at any time during the currency or any renewals hereof, without cause.

2.3 If either party does not wish to renew this agreement at the end of its term, such party shall give the other party at least sixty (60) days' written notice. In the event that no such notice is given by either party, the agreement and all of its terms and conditions (including this provision for automatic renewal) shall be deemed to be automatically renewed for a further term of 1 year(s) on the same terms and conditions as set out herein.

2.4 Either party may forthwith terminate this Agreement if the other party fails at any time to fulfill its obligations under this Agreement.

ARTICLE 3 - CONTRACT PRICE

3.1 The monthly contract price for the first 16 months of this contract is Three Thousand, Eight Hundred Dollars **($3,800.00)** in Canadian funds, which price is exclusive of applicable taxes including HST, customs duties applicable at the time of signing this agreement.

3.2 Payment to the Contractor shall be made in accordance with the Payment Schedule set out in the attached Schedule "B".

3.3 The contract price includes, but is not limited to, payment for the following:

(a) payments made by the Contractor to any subcontractor engaged by the Contractor for performance of the Contract Work;

(b) expenditures for wages and salaries (including all increases in wages and salaries) of all supervisors, timekeepers, workmen, labourers and all employees employed by the Contractor or performance of the Contract Work;

(c) expenditures for preparation, inspection, delivery, installation and removal of all materials, machinery, tools, and equipment supplied by, through, under or on behalf of the Contractor;

(d) travelling expenses incurred by the Contractor in connection with the inspection, supervision or performance of the contract work or in connection with the expediting of delivery of materials prepared for, or in the course of preparation for, the Contract Work;

(e) all costs, charges or matters properly or unusually incidental to, and part of, the performance of the Contract Work, including those set out in Schedule "A".

ARTICLE 4 - PAYMENT

4.1 Payments shall be made on a monthly basis for each Contract Month in accordance with the Payment Schedule set out in the attached Schedule "B".

4.2 The term "Contract Month" shall mean a calendar month. The first Contract Month shall commence on the commencement date of the term of this Agreement.

4.3 Payment for each Contract Month shall be due at the end of the Contract Month. All invoices are to be received 30 days in advance to ensure sufficient time for processing.

4.4 Payment for the final Contract Month pursuant to the term of this contract shall be released only after an inspection of the Property has been completed by the Owner (or its authorized representatives), and all repairs deemed necessary by the Owner have been rectified by the Contractor.

ARTICLE 5 - OWNER'S RIGHT TO DO WORK OR STOP THE WORK OR TERMINATE THE CONTRACT

5.1 If the contractor is adjudged bankrupt, or makes a general assignment or proposal for the benefit of creditors, or expresses an intention to do so, or if a receiver or trustee is appointed on account of his insolvency, the owner may, without prejudice to any other right or remedy he may have, by giving the contractor or receiver or trustee in bankruptcy written notice, terminate this contract.

5.2 If the contractor should neglect to prosecute the contract work properly or fail to

perform any provisions of the contract, the owner may notify the contractor in writing that he is in default of his contractual obligations and instruct him to correct the default within two (2) days of receiving the notice.

5.3 If the work or action stated in such notice as requiring correction cannot be completed within the two (2) working days specified, the contractor shall be considered to be in compliance with the owner's instruction if he commences such work or action within the specified time, provides the owner with an acceptable schedule for performance, and proceeds to perform in accordance with such schedule.

5.4 If the contractor fails to comply with the provisions of 5.2 and 5.3 the owner may, without prejudice to any other right or remedy he may have:

(a) correct such default and deduct the cost thereof from the payment then or thereafter due to the contractor; or

(b) terminate the contractor's right to continue with the contract work in whole or in part or terminate the contract.

5.5 If the owner terminates the contract under the conditions set out in 5.1 or 5.4 he is entitled to:

(a) withhold any further payments to the contractor; and

(b) charge the contractor the amount by which the full cost of finishing the contract work, together with a reasonable allowance to cover the cost of any corrections required for which the contractor is liable, exceeds the unpaid balance of the contract price; and

ARTICLE 6 - ASSIGNMENT

6.1 Neither party shall assign this agreement or any portion thereof without the written consent of the other.

ARTICLE 7 - SUBCONTRACTOR

7.1 The contractor agrees to employ only those subcontractors approved in writing by the owner.

ARTICLE 8 - LAWS, NOTICES, PERMITS AND FEES

8.1 This agreement shall be interpreted in accordance with the laws of Ontario.

8.2 The contractor shall obtain all permits, licences and certificates and pay all fees specifically required for the performance of the contract work.

8.3 The contractor shall give all required notices and comply with all laws, ordinances, rules, regulations, codes and orders of all authorities having jurisdiction which are or become in force during the performance of the contract and which relate to the contract work, the preservation of the public health and to construction safety.

8.4 Copies of all notices, permits and fees shall be provided to the Owner.

ARTICLE 9 - INSURANCE

9.1 The contractor shall provide, maintain and pay for general liability insurance, automobile liability insurance, aircraft and watercraft liability insurance in an amount not less than two million dollars ($2,000,000.00).

9.2 The contractor shall also provide, maintain and pay for all-risks insurance covering construction machinery and equipment used by the contractor for the performance of the work, as well as all materials which have not yet been installed by the contractor. (Note: All materials shall be at the risk of the contractor until they are installed on the Premises.) The insurance shall be in a form acceptable to the owner and shall not allow subrogation claims by the insurer against the owner.

9.3 The contractor shall maintain such insurance in force throughout the contract and until total performance of the contract work. The policies shall be endorsed with an undertaking by the insurer to provide the owner with not less than fifteen (15) days written notice in advance of cancellation, change or amendment restricting coverage.

9.4 A copy of the contractor's Certificate of Insurance forms part of this contract, and is attached as Schedule "C".

9.5 If the contractor fails to provide or maintain insurance as required above, then the owner shall have the right to provide and maintain such insurance and give evidence thereof to the contractor. The costs thereof shall be payable by the contractor to the owner on demand or the owner may deduct the costs thereof from monies which are due or may become due to the contractor.

ARTICLE 10 - CLEANUP

10.1 The contractor shall keep his work areas in a tidy condition and free from accumulation of waste products and debris created in the performance of the contract work. He shall remove from the work site all such waste products and debris caused by the work of this contract to the satisfaction of the owner. Should he fail to perform these housekeeping requirements, the owner shall have the right, after written notice, to have the work performed by whatever means may be expedient and the contractor agrees to pay all costs of such cleanup and removal of waste products and debris.

10.2 When the work of this contract is totally performed, the contractor shall remove all surplus products, tools, construction machinery and equipment, and any waste products and debris that belong to the contractor, and leave the property in a clean and tidy condition to the satisfaction of the owner.

ARTICLE 11 - WARRANTY

11.1 The contractor warrants that the contract work will be done in a good and workmanlike manner and in compliance with all applicable, laws and regulations (including applicable Building Codes). The contractor further warrants that all persons hired or sub-contracted to carry out the contract work are competent and properly trained to perform their assigned tasks (including the use or operation of all

related tools and equipment) and are fully familiar with all applicable laws and regulations. All employees & sub-contractors will possess up to date WHMIS training, fall restraint training, and have an approved police back ground verification.

11.2 The Contractor shall ensure that all employee where appropriate safety shoes when working with machinery or moving garbage bins. The Contractor will also ensure that all employees wear shirts that identify the company name.

11.3 The Contractor shall upon completion of the contract work deliver to the Corporation all warranties relating to products and materials installed.

ARTICLE 12 - INDEMNITY

12.1 The contractor shall indemnify and save harmless the owner from any and all claims, causes of action, losses or damages of any sort (including claims arising under workers' compensation legislation and occupational health and safety legislation) resulting from any act or omission of the contractor, his agents, employees or sub-contractors, relating to the contract work.

12.2 The Contractor shall assume liability for any damage to common elements or other property caused by himself or his employees, and without limiting the generality of the foregoing this damage shall include damage to cars, fences, building, and electrical outlets subject to prior inspection. This also includes any major damage to curbs, but does not include chips or cracks, subject to prior inspection. The final payment in this contract may be withheld at the direction of the Owner until all damage repairs are completed to the satisfaction of the Owner. In the event that the Contractor does not complete all necessary repairs, then the Owner may undertake to have them completed by an outside company, the payment for which will be deducted from the final payment to the Contractor

ARTICLE 13 - WORKERS' COMPENSATION

13.1 The contractor shall comply with workers' compensation legislation and occupational health and safety legislation during the term of this contract, and any renewals thereof. Prior to commencing the work, the contractor shall provide evidence of compliance with the applicable workers' compensation legislation. At any time during the term of the contract, when requested by the owner, the contractor shall provide evidence of compliance by the contractor, and by any subcontractor.

13.2 In addition to complying with all legislative requirements contained within the workers' compensation legislation and occupational health and safety legislation, the contractor shall comply with the provisions of Schedule "D" of this contract.

ARTICLE 14 – CHANGES

14.1 The parties hereto may, from time to time, alter or vary the terms of this contract, and the specifications and general conditions to be performed hereunder, provided that the parties mutually agree, in writing.

ARTICLE 15 - BINDING

15.1 This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their successors and assigns respectively, provided that it shall not be assigned by either party without the consent in writing of the other party.

ARTICLE 16 – PRIVACY

16.1 The Contractor shall comply with all privacy legislation during the term of this contract, and any renewals thereof.

16.2 In addition, the Contractor shall:

(a) Use personal information provided by the Owner or collected by the Contractor under this contract solely for the purposes of performing obligations pursuant to this contract;

(b) Not disclose any personal information without the Owner's written consent, or unless expressly required by law;

(c) Upon request, provide the Owner with a copy of the Contractor's privacy policy;

(d) Allow the Owner reasonable opportunity to audit the Contractor's personal information handling practices;

(e) Upon completion or termination of this contract, return or destroy all personal information provided by the Owner, or collected by the Contractor pursuant to this contract;

(f) Maintain safeguards against loss, unauthorized access, use, modification, or disclosure and other misuse of personal information held in connection with this agreement.

(g) If the Contractor becomes aware of any infringement or alleged infringement of its obligations pursuant to Article 16 of this contract, or privacy legislation, the Contractor must:

a. Notify the Owner immediately; and
b. Comply with any reasonable directions from the Owner with respect to remedying or responding to that infringement or alleged infringement.

ARTICLE 16 - RECEIPT OF AND ADDRESS FOR NOTICE

16.1 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 corporation for whom they are intended or if sent by post, within two (2) working days of the date of mailing, dispatch or of delivery to the telegraph company, when addressed as follows:

The owner at: Carleton Condominium Corporation 476
c/o Condominium Management Group
434 Queen Street
Ottawa, ON K1R 7V7

ATTN: Tasha Peric
Email: tperic@condogroup.ca
613-237-9519 ext.139

The contractor at: SSC Maintenance Services Inc.
663 Notre-Dame Street Unit #A
Embrun, Ontario K0A 1W0

ATTN: Mike Desjardins
Email: simply@xplornet.com
613-443-7781

In witness whereof the parties hereto have executed this agreement under their respective corporate seals and by the hands of their proper officers thereunto duly authorized.

Signed, Sealed and Delivered

Owner:
Carleton Condominium Corporation 476

Per: _____

Contractor:
SSC Maintenance Services Inc.

Per: _____

This Agreement is drawn in English at the request of all parties hereto; ce marché est rédigé en anglais à la demande de toutes les partie

SCHEDULE "A"

Residential and Commercial Common Areas Cleaning Duties Schedule

The Contractor will provide one person to perform cleaning duties Monday to Friday 8am to 4pm and one person every second Saturday & Sunday from 9 am to Noon.

Monday to Friday work schedule will include two (2) 15 minute breaks, and One (1) 40 Minute lunch break.

On the below civic holidays the Contractor will supply one person to clean for a period of 3.5 hours:

1. Family Day 2020
2. Victoria Day 2020
3. Civic Holiday 2020
4. Thanksgiving 2020
5. Boxing Day 2020

The Corporation understands that SSC will not provide coverage for the following dates:

1. New Year's Day 2020
2. Good Friday 2020
3. Canada Day
4. Labour Day 2020
5. Christmas Day

The Cleaner will generally be responsible for keeping the building in a clean and orderly condition, and will perform heavy cleaning duties, such as cleaning floors, spot cleaning rugs, cleaning and stocking restroom, washing walls, glass and furniture, and removing rubbish. Duties may include performing routine maintenance activities, notifying the Resident Building Manager the need for repairs, and cleaning snow or debris from sidewalks. It is expected that the cleaners will take pride in the cleanliness of the building and report to the Resident Building Manager and Property Manager.

General Duties

Everyday

Note: There may be times when the Resident Manager (RM) needs assistance and will take Cleaning staff away temporarily from these duties to address various building needs.

1. Empty garbage outside the garbage room in the garage.
2. Prepare cart for lobby cleaning.
3. Clean lobby windows front/upper/under stairs and lower lobby.
4. Empty garbage in lobby area.

5. Clean, polish & vacuum elevators.
6. Damp mop lobby floors in morning and at 3pm.
7. Check all garbage chute rooms on all floors using stairs and monitor/ report for burnt out lights and dirt in stairwells.
8. Clean office washroom.
9. Walk property along Spencer & Holland, pick up debris and sweep front steps.
10. Check & clean BBQ in summer months, remove garbage and wash picnic tables.

Daily Garbage Duties Subject to change:

1. Mondays: Get Blue & Yellow bins/compactor bins ready for pick-up.
2. Tuesdays: Wash blue recycle bins after pick-up, as well as compactor bins.
3. Thursdays: Compactor garbage bins out for Friday pick-up.
4. Fridays: Wash compactor garbage bins after pick-up.

Weekly Duties

1. Wash garbage chute rooms on each floor.
2. Wash stairwells as required.
3. Vacuum and clean the elevator track and door frames on all floors.
4. Vacuum all floors on Wednesdays or as required.
5. Spot clean carpets as required.

Monthly Duties

1. Wash down all stairwells from top to bottom.
2. Damp mop thresholds and clean apartment doors and frames.
3. Clean/dust light fixtures.
4. Dust all fire hose cabinets.
5. Remove marks from walls as best as possible.
6. Clean, sweep, and remove debris from locker room area.

Weekend Duties

Start work at 9:00 AM

1. Remove all garbage in garage areas for both buildings.
2. Check garbage room chutes in both buildings.
3. Check paper bins if full and empty into yellow bins.
4. Clean lobby windows and floors.
5. Clean elevators in both buildings.

***Winter Duties**
Include shoveling snow at entrance, courtyard, and emergency exits, apply ice melter as required upon direction of the Resident Manager. On weekends, any snow removal deficiencies or safety concerns are to be noted and brought to the attention of the person on call.

These duties are subject to change at any time.

EXTRA SERVICES

The contractor will place the elevator on service when required during their scheduled working hours noted above in Schedule "A" Monday – Friday and Saturday and Sunday, when requested by the Resident Manager or by the Property Manager.

The Contractor will present themselves and install the protective wall mats, and monitor the move in progress.

SCHEDULE "B"
PAYMENT SCHEDULE

Monthly contract price from December 2019 to October 2020 - $3,800 + HST

December 2019	$4,294 (HST inclusive)
January 2020	$4,294 (HST inclusive)
February 2020	$4,294 (HST inclusive)
March 2020	$4,294 (HST inclusive)
April 2020	$4,294 (HST inclusive)
May 2020	$4,294 (HST inclusive)
June 2020	$4,294 (HST inclusive)
July 2020	$4,294 (HST inclusive)
August 2020	$4,294 (HST inclusive)
September 2020	$4,294 (HST inclusive)
October 2020	$4,294 (HST inclusive)

SCHEDULE "D"
ADDITIONAL OBLIGATIONS OF CONTRACTOR IN RELATION TO HEALTH AND SAFETY

1. Definitions: For the purpose of this schedule, the following definitions shall apply:
   CAD-7: is a prevention incentive program offered by WSIB
   MAP: refers to Merit Adjustment Premiums
   MSDS: refers to the Materials Safety Data Sheet
   PPE: refers to Personal Protective Equipment
   SWP: refers to Special Work Placements
   WHMIS: refers to the Workplace Hazardous Material Information System
   WSIB: refers to the Workplace Safety & Insurance Board in Ontario

2. In addition to complying with all legislative requirements contained within the workers' compensation legislation and occupational health and safety legislation, the contractor shall

   (a) ensure that the requirements of the *Occupational Health and Safety Act*, RSO 1990 Chapter 0.1 as amended and the applicable *Regulations for Construction Projects*, O.Reg. 213/91 as amended and/or *the Regulations for Industrial Establishments*, O.Reg. R.R.O. 1990, Reg. 851 as amended, are met.

   (b) ensure that the specific duties, as outlined in the legislation referred to in this section, concerning duties for employers, supervisors and workers, are strictly observed and adhered to by the Contractor, and all employees and subcontractors under the Contractor's supervision, for the duration of the work on this project.

   (c) ensure that a sufficient number of personnel trained in Standard-Level First Aid are on site if there are five or more workers on the site;

   (d) ensure that a competent supervisor is on site at all times to supervise the work of all employees and sub-contractors under the Contractor's control and supervision.

   (e) ensure that all workers have the required training in WHMIS, fall protection and any other specific training required by the legislation. Proof of such training shall be provided to the Owner immediately upon request. The Contractor shall provide to the Owner proof of valid "Fall Protection" certification for all staff working on site at any time by means of a photocopy of the Fall protection Certification card and a copy of photo identification at time of execution of the contract;

   (f) provide an up to date copy of the Contractor's safety policy, and site specific safe work procedures (SWP), WSIB Experience Rating information, (CAD-7 or MAP) and the Ministry of Labour registration form (Form 1000). Such

documents must be provided to and accepted by the Owner prior to the Contractor commencing work on the property.

(g) ensure that all motorized equipment and power tool equipment shall have all appropriate logbooks, manufacturers' instruction booklet, and a record of training for those qualified to operate the machine or device.

(h) ensure that any and all accidents are reported to the Property Manager immediately, and the Contractor Accident Investigation Report is completed and submitted to the Property Manager within 24 hours of the accident. The Contractor acknowledges that failure to meet the requirements of this section will result in the Owner's Health & Safety team being called on to conduct the necessary investigation at the Contractor's expense.

(i) ensure that copies of all written investigation reports and submissions to outside agencies, as they pertain to an accident on the Property, are submitted via fax to the Property Manager Head Office within 24 hours of the accident report.

(j) ensure that any and all work to be performed after 4:30 p.m. on weekdays or on Saturdays or Sundays must be approved by the Property Manager in writing prior to work continuing. Subcontractors are prohibited from working without this written approval and authorization;

(k) ensure that every reasonable precaution is taken to protect all workers and the public from injury and illness;

(l) ensure that all workers on site are covered by WSIB coverage. Independent Operators are not permitted on the project without the permission of the Owner or the Owner's agents.

(m) ensure that all employees of the Contractor and/or subcontractor(s) retained by the Contractor use and wear the required PPE that is appropriate, or regulated, for the duration of their time on our site or on our premises and have on their person the required training cards to verify their training. In addition, a current copy of the contractor's or subcontractor's safety policy must be on file with our office. All MSDS sheets for any WHMIS-related products the contractor or subcontractor may use on site must be available and up to date. WSIB Clearance Certificates, along with a letter verifying that all site workers are covered under the Workplace Safety and Insurance Act, must be received in our office prior to working on the property.

(n) where the contract price exceeds $50, 000 submit a "Notice of Project" to the Ministry of Labour, in the form required by the legislation, and provide the Owner with a copy of this notice at time of execution of the contract.

3. The Contractor acknowledges

(a) that all critical or fatal injuries shall result in the Owner being entitled to

engage safety professionals to oversee the investigation process and dealings with the Ministry of Labour and other officials. Any and all expenses associated with this process shall be the responsibility of the Contractor.

(b) receipt of (or availability upon request by the Contractor), a copy of the Owner's health and safety policy

(c) that the Contractor and all employees or subcontractor within the Contractors control and supervision shall comply with the Owner's Declaration, By-Laws and Rules, including relevant stipulations in the Owner's safety policy and any required safe work procedures.

(d) that if the Contractor, or any employee or subcontractor under the control and supervision of the Contractor, arrives on site without the required PPE or refuses to comply with occupational health and safety legislation, the provisions of this contract, or safe work procedures, he/she/they will be refused access to the Property.

(e) that repeated violations of occupational health and safety legislation and/or safe work procedures by the Contractor or any employee or subcontractor(s) under the control and supervision of the Contractor may result in the removal of the Contractor and/or the employee and/or the subcontractor from the job. All associated costs for violations of health and safety legislation and/or project delays resulting from such health and safety violations will be the responsibility of the Contractor. In addition, if the Contractor, or the employees or subcontractor's under the Contractor's control and supervision are in contravention of the occupational health and safety legislation, or the Owner's safety program on three or more occasions, the Owner will be entitled to engage safety professionals to investigate and report on the causes of these violations, at the Contractor expense.

(f) that any, and all, costs associated with health and safety violations, or delays in performance of the work due to health and safety violations, will be the responsibility of the contractor and/or subcontractor.