



**JANITORIAL SERVICES AGREEMENT**

**THIS JANITORIAL SERVICES AGREEMENT** (the "**Agreement**") is dated for reference as of the 1st day of \_\_\_\_\_ 20\_\_ (the "**Effective Date**").

**MADE BETWEEN AND AMONG:**

**Eastern Irrigation District**  
a statutory corporation formed pursuant to the laws of Alberta  
(the "**EID**")

AND

\_\_\_\_\_  
a corporation incorporated under the Province of Alberta  
(the "**Contractor**").

**RECITALS**

**WHEREAS** the EID and the Contractor wish to provide the Terms & Conditions (including Schedule "A" (General Terms & Conditions), which by this reference is hereby incorporated into this Agreement) under which the Contractor will provide to the EID those janitorial services, work and other tasks described in Schedule "B" (Services), in consideration of the rates described in Schedule "C" (Rates).

**AND WHEREAS** these Recitals are incorporated into the terms of this Agreement, and in all events, are subject to the entire terms of the Agreement, including the Schedule(s).

**AGREEMENT**

**NOW THEREFORE** in consideration of the Terms & Conditions hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby confirmed, the EID and the Contractor (the "**Parties**") agree as follows: Services.

**1. Services.**

- (a) **Services.** The EID hereby engages the Contractor to perform the Services, and the Contractor agrees to perform the Services in accordance with this Agreement.
- (b) **Independent Contractor.** The Contractor shall be an independent contractor with respect to the performance of the Services, and neither the Contractor, nor the Contractor's Representatives, shall be deemed for any purpose to be the agent, servant, employee or representative of the EID in the performance of the Services or otherwise, and the EID shall have no direction or control of the Contractor or the Contractor's Representatives with respect to the Services.
- (c) **Priority Basis.** The Contractor shall devote appropriate time and attention on a first priority basis to the provision of the Services by the Contractor to the EID, and discharge and carry out the Services



in a timely fashion. In the performance of its duties, the Contractor shall act honestly, in good faith and in the best interests of the EID.

- (d) **Disclosure of Conflicts.** The Contractor shall disclose actual or potential business conflicts of interest to any authorized Representative of the EID. Any uncertainty as to whether such a conflict exists shall be raised by the Contractor for determination by a Representative of EID, acting reasonably. The Contractor shall conduct itself so as to attempt in good faith to avoid actual or potential conflicts of interest.

## **2. Term and Termination.**

- (a) **Term.** The term of this Agreement shall be for the period described in Schedule "B" (Services), unless earlier terminated pursuant to the Subclause below entitled "Termination".
- (b) **Termination.** In the event of a Default by the Contractor of this Agreement or in the event the EID determines that the Contractor's performance is unsatisfactory, the EID will provide Notice of same setting out the particulars of the Default or unsatisfactory performance, the results expected by the EID and the time frame in which the results are to be achieved. The Contractor acknowledges that it is reasonable for the EID to expect the Default or unsatisfactory performance to be corrected within not more than 24 hours from the time of service of the Notice. If the Contractor disagrees with the EID's assessment of the Default or the Contractor's performance, the expected results, or the time frame for achieving the results, the Contractor shall, within 12 hours of receipt of the Notice, request and make itself available for a meeting with the EID's Representative to discuss the EID's and the Contractor's concerns and to arrive at a mutually agreeable solution.
  - (i) In the event that the Contractor and the EID are unable to reach agreement on a solution, the EID shall propose a solution and the Contractor shall either accept the solution and adjust its performance accordingly or the EID acting in its sole discretion, may immediately terminate this Agreement upon providing Notice to Contractor.
  - (ii) If the Contractor fails to perform as required, the EID may arrange for the required impacted Services to be performed by a Third Party, and to deduct the costs of retaining such Third Party from any amounts owing to the Contractor.
  - (iii) Notwithstanding the foregoing, upon issuance of a fourth written Default and/or unsatisfactory performance Notice to the Contractor within any twelve-month period, the EID, acting in its sole discretion, shall have the right to immediately terminate this Agreement upon providing Notice to Contractor.
- (c) **Consequences of Termination.** Termination of the Agreement by either Party shall not affect any rights or obligations which have accrued under this Agreement and shall not relieve either Party from its obligations which may have arisen prior to such termination. For greater certainty, the Parties acknowledge the Clause entitled "Representations, Warranties and Covenants of the Contractor", the Clause entitled "Liability and Indemnity", and the Clause entitled "Non-Disclosure, Non-Competition & Non-Solicitation" shall survive termination of the Agreement.

## **3. Compensation.**

- (a) **Rates.** The complete schedule of Rates for all Services to be provided by the Contractor to the EID hereunder is set out in Schedule "C" (Rates). The Rates shall include all applicable prices, delivery charges, wage rates (including overhead and profit), equipment rates (including charges for operating personnel, standby charges, labour and supervision), transportation, its percentage mark-up for material and Third Party services and all charges of any kind, excluding those taxes, duties and assessments addressed in the Clause hereof entitled "Taxes".
- (b) **Invoices.** The Contractor shall submit invoices to the EID on a calendar monthly basis. Subject to the Clause hereof entitled "Withholding, Deductions and Set-off", the EID shall pay all invoices within thirty (30) days of receipt.
- (c) **Withholding, Deductions and Set-off.** The EID shall be entitled to withhold payments or deduct amounts due to the Contractor without liability or interest:
  - (i) until it is satisfied as to the quality and performance of the Services;
  - (ii) until it is satisfied that the Contractor has paid all amounts required to be paid by the Contractor under this Agreement or otherwise in connection with the Services (including all payments for workers' compensation, and all payments for labour, services, materials and supplies);
  - (iii) for potential Claims made by Third Parties against the EID by reason of the Contractor's acts or omissions or breach of any of its obligations hereunder;
  - (iv) for costs incurred by the EID as a result of the Contractor's negligence or breach of its obligations hereunder; and
  - (v) in accordance with any Applicable Law, including any hold backs pertaining to labour, materials or non-residents.

Any amount withheld or deducted as provided for above shall correspond to the amount in issue, as determined by the EID in its sole discretion to the extent it deems necessary, and any payments or adjustments in respect of such amount shall be made in accordance with the resolution of the matter in issue.

#### **4. Representations, Warranties and Covenants of the Contractor.**

- (a) **Representations and Warranties.** The Contractor expressly represents and warrants that all Services provided hereunder shall:
  - (i) be free of any liens, encumbrances or claims;
  - (ii) conform to the EID's disclosed specifications;
  - (iii) be fit for their ordinary intended purpose and any special purpose specified by the EID, or at least acceptable industry standards of good material and workmanship;
  - (iv) the Contractor and the Contractor's Representatives are qualified to perform the Services in accordance with the terms and conditions of this Agreement; and
  - (v) comply with the standards set out in Paragraph hereof entitled "Performance Standard".
- (b) **Covenants of the Contractor.**
  - (i) **Performance Standard.** The Contractor shall:
    - (A) perform and complete all Services in an efficient, skilful, professional and competent manner in accordance with Good Industry Practices, and utilizing the technical skills applicable to such Services and the Contractor's expertise, and in keeping with

- generally accepted industry standards, unless a higher standard has been specified, in which case the higher standard shall apply;
- (B) ensure that all the Contractor's Representatives are properly qualified and experienced in their respective capacities;
  - (C) take all reasonable precautions in the performance of the Services to protect the health and safety of the Contractor's Representatives and members of the public and to minimize danger from all hazards to life, property and the environment;
  - (D) ensure that all equipment used in the performance of the Services is maintained in a neat, clean and mechanically safe condition, and further ensure that such equipment is used in a safe and cost effective manner, and only for the manufactured use intended for such equipment;
  - (E) obtain and maintain at its own expense all permits, licenses, and other documents required to perform the Services, unless the Parties otherwise expressly agree in writing;
  - (F) immediately report to the EID all written or verbal communications, including inspections, infractions, violations, orders, notifications or advice, from any Governmental Authority and all incidents, injuries, damage and losses arising out of the provision of the Services;
  - (G) immediately report to the EID if any portion of the Premises is not safe for the Contractor's purposes; and
  - (H) provide prompt Notice to the EID of any subpoena, appointment or other legal document obligating the Contractor to testify regarding any matter relating to the Services before any Governmental Authority or court of law and cooperate fully with the EID in the course of providing such testimony.
- (ii) **Compliance with Applicable Laws.** The Contractor shall comply with all Applicable Laws, including Occupational, Health and Safety, Fire Code and environmental protection, and the policies and procedures of the EID, including any policies relating to health, safety and environment, as are from time to time communicated by the EID to the Contractor, or referenced in Schedule "B" (Services), including any amendments or revisions thereto. Failure of the Contractor to comply with all Applicable Laws and policies and practices of the EID, shall at the option of EID, be sufficient grounds for immediate termination of this Agreement.
  - (iii) **Criminal Record Reports.** The Contractor shall provide a criminal record report for each of its Representatives utilized in providing the Services prior to the commencement of the term of this Agreement. The Contractor shall, prior to allowing any subcontractor to perform Services or enter upon the Premises, provide the EID with a current criminal record report for such subcontractor. The Contractor shall provide the EID with an updated criminal record report for each such individual whenever there is a change in the individual's criminal record. In the event that the EID determines that any individual's criminal record is not acceptable, in the EID's sole and absolute discretion, the EID may either deny permission for that individual to enter upon the Premises or to perform the Services or immediately terminate this Agreement.
- (c) **Labour and Liens.**
    - (i) Except as otherwise provided in this Agreement, the Contractor shall furnish all skills, labour, supervision, transportation, equipment, tools, machinery, materials, supplies and whatever else is required to properly provide the Services at its own cost and expense.

- (A) The Contractor will provide the EID with a list of equipment, materials and supplies to be used when performing the Services.
- (B) In the event that the EID, acting reasonably, determines that any of the Contractor's equipment, materials or cleaning supplies is not acceptable, the Contractor shall, within a mutually agreed period of time, replace the unacceptable equipment, materials or supplies with equipment, material or supplies acceptable to the EID.
- (ii) The Contractor shall pay promptly all amounts due for labour, parts, materials, tools, supplies, equipment and services used in connection with the performance of any of the Services and shall not permit any lien or charge pertaining to the Services to attach to any property whatsoever. If any such lien or charge attaches to any property, the Contractor shall promptly procure its release and hold the EID harmless from all Claims incidental thereto.

**5. Taxes.**

- (a) **Rates Do Not Include Taxes.** The Rates are net of goods and services tax ("GST"), harmonized sales tax ("HST"), value added tax, provincial sales taxes or any other sales or similar taxes (collectively, the "Applicable Taxes").
- (b) **Sales Taxes.** The EID is exempt from paying any GST/HST on Services rendered by the Contractor. Subject to the foregoing, Applicable Taxes, if any, on reimbursable expenses shall be shown as separate items on the Contractor's invoice and the invoice shall bear the Contractor's GST registration number, as applicable.
- (d) **Contractor Liable for Taxes.** The Contractor is solely liable for and shall pay before delinquency all taxes, duties, assessments, lienable claims, charges or other impositions imposed or levied on the Contractor in respect of the Services. Neither Party is responsible for income taxes and or other taxes owed by the other Party.

**6. Liability & Indemnity.**

- (a) **Violation.** Each Party will promptly report to the other Party any actual or suspected violation of the terms of this Agreement and will take all reasonable steps requested by the other Party to prevent, control or remedy any such violation.
- (b) **Liability and Indemnity of Contractor.** The Contractor shall:
  - (i) be liable to the EID Group for all Losses & Liabilities whatsoever which the EID Group may suffer, sustain, pay or incur; and
  - (ii) in addition, shall indemnify and hold the EID Group harmless against all Claims whatsoever which may be brought against or suffered by the EID Group; as a result of or in any way attributable to the provision of the Services by the Contractor, or any other matter relating to the Services or this Agreement, including any Default in respect of this Agreement.
- (c) **Responsibility for Legal Costs.** If the EID prevails in any material respect in connection with enforcement of this Agreement, the Contractor agrees to pay the costs and expenses (including, without limitation, reasonable legal fees and expenses) incurred by the EID in connection with enforcement and related proceedings.



**7. Insurance and Workers' Compensation.**

(a) **Insurance.**

- (i) **Insurance Coverages.** During the term of this Agreement, the Contractor shall comply with all requirements of Applicable Laws relating to insurance legislation in any jurisdiction in which the Services shall be performed and, without limiting its obligations herein, shall obtain and continuously carry during the term of this Agreement, at its own expense and cost, the insurance described in Schedule "D" (Insurance) with limits not less than those shown in Schedule "D" (Insurance).
- (ii) **Certificates of Insurance.**
  - (A) Prior to the commencement of the Services, the Contractor shall, upon request, promptly provide the EID with certificates of insurance confirming the existence of the insurance described above, and shall provide from time to time, as requested by the EID, proof of continuation of these policies.
  - (B) Any insurance called for under this Agreement shall be endorsed to provide the EID with thirty (30) days advance written notice of any amendment to or cancellation of the required coverage.

(b) **Workers' Compensation Coverage.**

- (i) **Workers' Compensation Coverage.** During the term of this Agreement, the Contractor shall comply with all requirements of Applicable Laws pertaining to workers' compensation in any jurisdiction in which the Services shall be performed.
- (ii) **Representatives and Subcontractors.** The Contractor shall provide the Contractor's Representatives with appropriate workers' compensation coverage and shall require that each of its authorized subcontractors also provide such appropriate workers' compensation coverage. Additionally, if a partner, director, officer, or owner of the Contractor is involved in the completion of the Services, such individual must have obtained appropriate worker's compensation board personal coverage.
- (iii) **Certificate of Good Standing.** If requested by the EID, the Contractor shall provide evidence of the workers' compensation coverage, and on an annual basis, the Contractor shall provide a certificate of good standing with the workers' compensation board for any jurisdiction in which the Services are being performed.

(c) **Occupational Health & Safety.**

- (i) **Occupational Health & Safety.** During the term of this Agreement, the Contractor shall comply with all requirements of Applicable Laws relating to occupational health and safety legislation in any jurisdiction in which the Services shall be performed, take all necessary precautions for the health and safety of its employees, subcontractors, agents or any other representatives under the Contractor's control and, prior to commencing any Services review and acknowledge receipt of the EID's "Contractor General Health and Safety Orientation Information" materials which are to be complied with and enforced by the Contractor.

- (d) **Right of Immediate Termination.** Notwithstanding Clause hereof entitled "Term and Termination", if the EID becomes aware, or has reasonable grounds to suspect, that the Contractor has failed to maintain the requested insurance or failed to comply with Applicable Laws pertaining to workers' compensation or occupational health and safety, the EID, acting in its sole discretion, shall have the right to immediately terminate this Agreement upon providing Notice to Contractor.



8. **Confidentiality.** The Parties acknowledge and agree that the Terms & Conditions contained in Schedule "E" (Confidentiality) are incorporated herein by this reference, and shall apply to all Confidential Information disclosed by the EID to the Contractor Group, whether or not such disclosure occurred before or after the Effective Date.
9. **Counterpart Execution and Electronic Delivery.** This Agreement may be executed in counterpart, and may be delivered by facsimile, email or other electronic means in as many separate counterparts as the Parties consider necessary. Each counterpart, when executed by a Party and delivered to the other Party, shall be considered to be an original execution counterpart to this Agreement. All such counterparts when taken together shall constitute one (1) and the same document. A facsimile, email or other electronic version of a counterpart executed and delivered by a Party shall be sufficient evidence of the execution and delivery by the Party of this Agreement, provided that an original is delivered to the other Party within a reasonable time following such facsimile, email or other electronic delivery.

**IN WITNESS WHEREOF** the Parties have each executed this Agreement on the dates indicated below.

**EASTERN IRRIGATION DISTRICT**

**[insert contractor name]**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: Box 128  
550 Industrial Road West  
Brooks, AB T1R 1B2  
Attention: General Manager

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email: **eid@eid.ca**

Email: \_\_\_\_\_

Facsimile: 403-362-6206

Facsimile: \_\_\_\_\_

**SCHEDULE "A"**  
**General Terms & Conditions**

1. **Definitions.** In this Agreement, including the Recitals and the Schedules, the terms and phrases that appear in upper case shall have the respective meanings assigned to them in this Clause, or elsewhere in this Agreement, subject to the deemed amendment mechanisms provided for in this Agreement.
- (a) **"Address for Service"** means the address indicated on a Party's execution counterpart hereof, or any such other address as the Party may from time to time designate as its Address for Service by giving Notice thereof to the other Party.
  - (b) **"Advisors"** means a Person's lenders, legal counsel, auditors, underwriters, financial and other professional advisors and credit rating agencies.
  - (c) **"Applicable Laws"** means, in relation to any Person, assets, transaction or event, all applicable provisions of laws, statutes, rules, codes, regulations, official directives and orders of Governmental Authorities including final, non-appealable judgements, orders and decrees of all courts, arbitrators, commissions or bodies exercising similar functions in actions or proceedings in which the Person in question is a party, by which it is bound or having application to the assets, transaction or event in question.
  - (d) **"Business Day"** means any day excluding Saturdays, Sundays and statutory holidays under Applicable Law in Brooks, Alberta.
  - (e) **"Claim"** means any cause of action, action, account, lien of any kind whatsoever, claim, demand, lawsuit, audit, proceeding, or arbitration, including any proceeding or investigation by a Governmental Authority arising from any matter.
  - (f) **"Default"** means any breach or non-observance or non-performance of any Term & Condition of this Agreement.
  - (g) **"Good Industry Practices"** means those good and workmanlike practices, methods, and techniques, and standards of reputable cleaning and janitorial service providers, that are commonly used under similar circumstances, in light of the facts known or that reasonably should have been known, by Persons operating in the commercial activity hereby contemplated or related businesses, as applicable, in western Canada in compliance with all Applicable Laws, efficiently, economically, and safely; provided that "Good Industry Practice" is not the optimum practice, method or act to the exclusion of all others but rather comprises the spectrum of acceptable practices, methods and acts applicable to the specific circumstance.
  - (h) **"Governmental Authority"** means any federal, provincial, territorial, municipal or other government or government department, agency, board, regulatory or other authority including a court of law.
  - (i) **"Group"** means a Party and its respective Representatives and Advisors.
  - (j) **"Losses & Liabilities"** means:





- (i) in respect of a Person and in relation to a matter, any and all losses, damages, costs, expenses, charges (including all penalties, assessments and fines) which such Person suffers, sustains, pays or incurs in connection with such matter and includes taxes, reasonable costs of legal counsel (on a solicitor and client basis) and other professional advisors and consultants and reasonable costs of investigating and defending any Claim; and
- (ii) any liability, responsibility or obligation, whether under common law, in equity, under Applicable Law or otherwise, whether tortious, contractual, vicarious, statutory or otherwise, whether absolute or contingent, and whether based on fault, strict liability or otherwise.
- (k) **"Notice"** means any notice, invoice, bill, request, offer, communication or statement between the Parties that is required, permitted or contemplated hereunder.
- (l) **"Person"** includes an individual, a partnership (limited or general), a corporation, a trust, a joint venture, an unincorporated organization, a union, a Governmental Authority and the heirs, executors, administrators or other legal representatives of an individual.
- (m) **"Representatives"** means a Person's employees, officers, directors, agents and contractors.
- (n) **"Terms & Conditions"** means any terms, conditions, covenants, rights, liabilities, responsibilities, obligations, representations or warranties.
- (o) **"Third Party"** means any Person other than the Parties.

## **2. Interpretation.**

- (a) **References to this Agreement.** The terms "hereof", "herein", "hereto", "hereunder" and similar expressions refer to this Agreement, including any Recital to this Agreement and any Schedules to this Agreement, taken as a whole and not to any particular Clause, Subclause, Paragraph or Subparagraph of this Agreement and include any agreement or instrument which amends, modifies, or is supplementary to this Agreement. References in this Agreement to a Schedule shall mean a reference to the applicable Schedule to this Agreement. References in any Schedule to the "Agreement" shall mean a reference to this Agreement. References in any Schedule to another Schedule shall mean a reference to another Schedule to this Agreement.
- (b) **Headings.** The expressions "Clause", "Subclause", "Paragraph" and "Subparagraph" followed by a number or letter or combination thereof mean and refer to the specified Clause, Subclause, Paragraph or Subparagraph of or to this Agreement. The division of this Agreement into Clauses, Subclauses, Paragraphs and Subparagraphs, and the provision of headings for all or any thereof are for convenience and reference only and shall not affect the construction or interpretation of this Agreement.
- (c) **References to Number and Gender.** When the context requires or reasonably permits, words suggesting the singular shall be construed as suggesting the plural and vice versa, and words suggesting gender or gender neutrality shall be construed as suggesting the masculine, feminine, transgender and neutral genders.

- (d) **References to Times and Dates.** Unless otherwise indicated, references to the time of day or date means the local time or date in Brooks, Alberta.
- (e) **Time Periods.** When calculating a specific time period, the period shall refer to "clear" days such that the day of commencing event, payment or Notice and the day of concluding event, payment or Notice shall be excluded in determining the applicable time period. However, if the time period for doing any act expires on a day that is not a Business Day, the time for doing that act shall be extended to the next Business Day.
- (f) **Derivatives.** If a term or phrase is defined in this Agreement, a derivative of that term or phrase shall have a corresponding meaning unless the context otherwise requires.
- (g) **Reference to a Statutory Enactment.** Any reference in this Agreement to a statute or regulation shall be a reference to that enactment as amended or re-enacted from time to time and every statute or regulation that may be substituted therefore, and the bylaws, directives or other subsidiary legislation made pursuant to that statute or regulation.
- (h) **Written.** In this Agreement, the terms "in writing" or "written" include printing, typewriting, facsimile or electronic transmission.
- (i) **Conflicts.**
  - (i) **The Body of this Agreement and the Schedules.** If there is any conflict or inconsistency between a Term & Condition of the body of this Agreement and that of a Schedule, then the Term & Condition of the body of this Agreement shall prevail.
  - (ii) **This Agreement and Applicable Law.** If there is any conflict or inconsistency between a Term & Condition of this Agreement and an Applicable Law, then the Applicable Law shall prevail, and this Agreement shall be deemed to be amended to the extent required to eliminate any such conflict.
- (j) **Terms of Inclusion.** In this Agreement the terms "include" and "including" mean "include, without limiting the generality of the foregoing" and "including, without limiting the generality of the foregoing", respectively.
- (k) **Contra Proferentum.** The rule of contractual interpretation known as "contra proferentem" shall not apply to the interpretation or construction of this Agreement, such that in interpreting this Agreement, it shall be irrelevant which Party drafted any particular provision hereof.
- (l) **Currency.** All references to dollar amounts in this Agreement are references to the lawful currency of Canada.

### **3. General Provisions.**

- (a) **Assignment.** Neither Party shall assign this Agreement or any rights and benefits hereunder, in whole or in part to any Person without the prior written consent of the other Party, such consent not to be unreasonably withheld.



- (b) **Entire Agreement.** This Agreement supersedes all other agreements, documents, writings and verbal understandings between the Parties relating to the subject matter hereof, and this Agreement constitutes and expresses the entire agreement of the Parties with respect thereto. No implied liability, responsibility or obligation of any kind is created or shall arise by reason of this Agreement or by reason of anything contained in this Agreement. Notwithstanding the foregoing, the EID and the Contractor recognize that the terms of this Agreement may be modified or affected by Applicable Laws or by the actions of Governmental Authorities.
- (c) **Further Assurances.** From time to time, as and when reasonably requested by a Party, the other Party shall do and perform all such acts, and execute and deliver or cause to be executed and delivered all such documents and instruments, and give or cause to be given such assurances as may be necessary to give effect to this Agreement, provided such acts, documents or instruments are consistent with the Terms & Conditions of this Agreement, Applicable Laws and Good Industry Practices. All such further actions, documents or instruments and assurances shall be taken, delivered and given for no additional consideration other than reimbursement of any costs or expenses reasonably incurred by the Party performing such further actions, providing such further documents or instruments, or giving such further assurances, by the Party at whose request those actions were performed, documents or instruments were delivered or assurances given.
- (d) **Amendments.** This Agreement shall not be varied or amended by oral agreement or by representations or otherwise other than by an instrument in writing dated subsequent to the Effective Date, and executed by a duly authorized Representative of each Party.
- (e) **Waiver.** No waiver by a Party of any Default shall take effect or be binding upon that Party unless the waiver is expressed by an instrument in writing, dated subsequent to the Effective Date, executed by a duly authorized Representative of the Party making such waiver, and Notice thereof is provided to each other Party. Any waiver so given shall extend only to the particular Default so waived and shall not limit or affect any rights with respect to any other or future Default. No failure on the part of a Party in exercising any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any right or remedy in law or in equity or by statute or otherwise conferred.
- (f) **Notices.**
  - (i) **Physical Delivery.** A Notice shall be sufficiently given hereunder if delivered by hand or by courier to a Party at its Address for Service. Such Notice shall be deemed received by the Contractor when actually delivered, if such delivery is during that Party's normal business hours on any Business Day. If such Notice is not delivered during the Contractor's normal business hours, such Notice shall be deemed to have been received by the Party on the next Business Day.
  - (ii) **Delivery by Post.** A Notice shall be sufficiently given hereunder if sent by mail, postage prepaid, to a Party at its Address for Service. Such Notice shall be deemed received by the Contractor on the fourth (4th) Business Day following the date of mailing. Notwithstanding the foregoing, if postal service is interrupted or operating with unusual or imminent delay, Notices shall not be sent by such means during such interruption or period of delay.
  - (iii) **Electronic Transmission.** A Notice shall be sufficiently given hereunder to a Party which has provided a facsimile number or email address as part of its Address for Service, if sent by

electronic means to the Party's designated facsimile number or email address. Such Notice shall be deemed received by the Contractor when actually received, if the electronic transmission is during the Contractor's normal business hours on any Business Day. If such Notice is not received during the Contractor's normal business hours, such Notice shall be deemed to have been received by the Party on the next Business Day.

- (iv) **Notices in Writing.** In order to be valid, a Notice must be in writing.
- (g) **Electronic Commerce.** Each Party shall use commercially reasonable efforts to employ any electronic processes that may be required from time to time by another Party, and each Party shall be responsible for its own costs and expenses incurred in adopting such electronic processes. This Agreement shall be automatically amended as required to accommodate such electronic processes.
- (h) **Time of the Essence.** Time shall in all respects be of the essence in this Agreement.
- (i) **Governing Law.** This Agreement shall, in all respects, be subject to, and interpreted, construed and enforced in accordance with and under, the Applicable Laws in effect in the Province of Alberta, and the Applicable Laws therein, without regard to the principles of conflict of laws. Each of the Parties irrevocably attorn and submit to the exclusive jurisdiction of the courts of the Province of Alberta and courts of appeal therefrom, in respect of all matters arising out of or in connection with this Agreement.
- (j) **Partial Invalidity.** If any Term & Condition of this Agreement is held to be invalid, illegal or unenforceable, the invalidity, illegality or unenforceability shall not affect any other Term & Condition of this Agreement and this Agreement shall be construed as if the invalid, illegal or unenforceable Term & Condition had never been contained herein unless the deletion of the Term & Condition would result in such a material change so as to cause the granting of this Agreement to be unreasonable, or would materially impair the economic benefits or protections to be derived by a Party from this Agreement taken as a whole.
- (k) **Enurement.** The Terms & Conditions of this Agreement shall be binding upon and shall enure to the benefit of the Parties and their respective successors, receivers, receiver-managers, trustees, administrators and permitted assigns.
- (l) **Costs and Expenses.** Except as otherwise specifically provided for herein, each Party agrees that it shall be solely responsible for all costs and expenses incurred by such Party in connection with this Agreement.
- (m) **Relationship of Parties.** The Parties expressly deny that it is their intention to create, by virtue of this Agreement, any type of incorporated venture, any general or other type of partnership between or among the Parties, or any similar arrangement.

**SCHEDULE "B"**  
**Services**

1. **Term.** Subject to the earlier termination of this Agreement, the Agreement shall be in effect, and the Contractor shall perform the Services, for the period beginning on the **1<sup>st</sup>** day of **June 2025** up to and including the **31<sup>st</sup>** day of **May 2028**.
2. **Premises.** The Contractor shall perform the Services with respect to the EID's offices and facilities as described for reference in the below floorplan (the "**Premises**"), including floor coverings of each area. For the avoidance of doubt, the Survey Storage, Wash Bay, Main Shop (excepting washroom), Tool Room, and outside access storage room indicated in white on the floorplan are not included in this Agreement.

Carpet	617.5 m <sup>2</sup> (6,725.1 ft <sup>2</sup> )
Concrete	390.5 m <sup>2</sup> (4,203.3 ft <sup>2</sup> )
Tile	276 m <sup>2</sup> (2,979.5 ft <sup>2</sup> )
Vinyl	235.4 m <sup>2</sup> (2,447.7 ft <sup>2</sup> )
Washrooms	65.7 m <sup>2</sup> (7,07.1 ft <sup>2</sup> )
Stairwells	42.6 m <sup>2</sup> (458.5 ft <sup>2</sup> )
<b>Total</b>	<b>1,627.7 m<sup>2</sup> (17,521.2 ft<sup>2</sup>)</b>



Revision Date: March 13, 2025



3. **Schedule for Services.** The Contractor shall not commence performing the Services until after 5:15 p.m. on any day that the EID's office is open and shall complete performing the Services prior to 7:00 a.m. on the next following day on which the EID's office is open. There may be some areas within the Premises in which the Contractor could perform the Services, or any part thereof, during times when the EID's office is open. In the event that the Contractor wishes to perform the Services, or any part thereof, during such times, the Contractor shall first request the EID's permission and shall perform only such of the Services as the EID may approve and only in the areas so approved by the EID.
4. **Non-Standard Office Hours.** The EID will attempt to advise the Contractor of the times when a meeting or other use of the Premises will take place outside of the EID's normal office hours. The Contractor will complete performing the Services in the area in use for the meeting or other purpose, either before the meeting or other use begins, or after the meeting or other use ends. The Contractor will also avoid undertaking any noisy or disruptive activities, such as vacuum cleaning, in the vicinity of the areas so occupied.
5. **Security Codes.** The EID will provide the Contractor with a security code to be used to activate and deactivate the alarm system on the Premises and with any keys required by the Contractor to gain access to the Premises and areas within the Premises where the Services are to be performed. The Contractor agrees to keep the security code confidential and to not make a copy of any key provided by the EID and not to allow any unauthorized Person to have access to, or be in possession of the security code, or any key provided by the EID. The Contractor is required to return the key or keys at the end of the term of this Agreement, or upon any earlier termination of this Agreement.
6. **Temporary Disruptions in Supply of Services.** In the event that the Contractor, due to vacation, illness or other absence or its Representatives, is unable to temporarily perform the Services, in whole or in part, the Contractor shall so notify the EID and shall recommend a qualified and experienced subcontractor to perform the Services during any such disruption in the Contractor's supply of the Services. The EID may, in its sole and absolute discretion, withhold or deny permission for the subcontractor to perform the Services in which case, the Contractor shall recommend an alternate, qualified and experienced subcontractor. The acceptance of a subcontractor by the EID shall not relieve the Contractor of its prime responsibility for complying with this Agreement. In the event that a subcontractor performs any of the Services, the Contractor shall be solely responsible for any payment that may be due to the subcontractor for performing the Services. The Contractor shall:
  - (a) be liable to the EID Group for all Losses & Liabilities whatsoever which the EID Group may suffer, sustain, pay or incur; and
  - (b) in addition, shall indemnify and hold the EID Group harmless against all Claims whatsoever which may be brought against or suffered by the EID Group;

as a consequence of any Claim by the subcontractor against the EID. In the event that the EID does not approve of any subcontractor recommended by the Contractor, at the EID's option, either the Contractor shall perform the Services, or the EID may select another Person to perform the Services, in whole or in part, during the disruption in the Contractor's supply of the Services. In the latter case, the Contractor shall be eligible for payment for only those Services actually performed by the Contractor.



**7. Schedule of Main Office and Shop Cleaning Services.**

**(a) Daily.**

- (i) The Contractor shall check all exterior doors that are used by the Contractor to ensure that each is secured and locked. The Contractor shall ensure that the Main Office and Shop buildings remain locked at all times except when the Contractor is requested by the EID to open, leave open or unlock a door to permit persons authorized by the EID to use the Premises outside of the EID's office hours.
- (ii) The Contractor shall arm the security system for the Premises each time the Contractor leaves the Premises, except when authorized Persons, other than the Contractor, are occupying the Premises.
- (iii) All carpeted areas, including the floor mats in front and back entries, are to be spot vacuumed, and any stains removed using an approved stain remover.
- (iv) All ceramic tile floor areas are to be vacuumed or swept and wet mopped. No wax is to be applied.
- (v) The Main Office Coffee Room vinyl tile floor is to be swept or vacuumed and wet mopped as required; the table is to be wiped and sink fixtures, counter tops and sink sanitized; and adequately supplied with hand soap and paper products.
- (vi) The Shop Coffee Room is to have the table and countertop wiped. Chairs are to be wiped as required.
- (vii) All washrooms, including those in the Stores and Shop areas, are to be thoroughly cleaned and sanitized including door handles, fixtures, sinks, water fountains, counters, mirrors, toilets, urinals, walls (when necessary), and floors using approved chemicals to clean, deodorize and disinfect.
- (viii) All washrooms are to be adequately supplied with hand soap and paper products.
- (ix) All waste containers are to be emptied into garbage bags and placed in the garbage dumpster located in the shop yard.
- (x) From the Main Office, bags of shredded paper and blue recycling bags of paper are to be placed in the recycling bin located outside by the south staff entrance door. Recyclable cardboard and recyclable metal are to be placed in the respective recycling bins in the shop yard.

**(b) Twice Weekly.**

- (i) The vinyl and concrete floor areas in the hallway between the Main Office and Shop, Stairwells, Mezzanine, Shop, and Stores are to be vacuumed or swept Wednesdays and Fridays (more frequently as required), and wet mopped as required.

**(c) Weekly.**

- (i) The door handles and the glass in the north and south entry doors are to be cleaned inside and out and more frequently as required.
- (ii) The concrete walk under the entry porticos is to be swept, and more frequently as required.
- (iii) All carpeted areas are to be fully vacuumed, including the floor mats in front and back entries, and under desks and tables (chairs are to be moved). Full vacuuming of individual offices shall be completed on Fridays.
- (iv) All vinyl floors areas in the Main Office are to be swept or vacuumed and wet mopped as required.



- (v) All Main Office surface areas, furniture (desks, tables, counters, cabinets, benches, etc.) and Main Office equipment (excluding computer screens and keyboards) are to be dusted with clean rags. Dusting of individual offices shall be completed on Fridays.
- (vi) All chairs in meeting rooms, coffee rooms, waiting areas, and offices are to be checked, and vacuum cleaned, spot cleaned, and wiped as required.
- (vii) All stairwells are to be dusted as required.
- (viii) All floor drain traps are to have four (4) litres of water poured down each trap (washrooms, janitorial room).
- (d) **Monthly.**
  - (i) The front exterior waste receptacle is to be cleaned and emptied.
  - (ii) All interior windows (adjacent to the interior office doors, by Main Office Coffee Room, in central area office, and in doors) are to be cleaned.
  - (iii) Windowsills, ledges, and baseboards are to be dusted.
  - (iv) Mezzanine, Stores, and Shop offices are to be dusted.
- (e) **Spring and Fall.**
  - (i) All Main Office, Shop Office, and Stores Office exterior windows are to be cleaned inside and out. Mezzanine windows are to be cleaned inside.
  - (ii) The ceiling area under the north and south exterior entry porticos are to be swept and cleaned, and more frequently as required.
  - (iii) All chairs are to have the fabric vacuum cleaned and frames dusted.
  - (iv) Emergency lighting fixtures are to be dusted.
  - (v) The Basement floor is to be swept and wet mopped, and cabinets and other fixtures dusted.
  - (vi) The PR room is to be swept and wet mopped.
  - (vii) The Mechanical room, Electrical room, Server room, and NE Mezzanine Tech Lab are to be swept and dusted only when requested by the EID.
  - (viii) The Contractor shall Notify the designated EID Representative when the above tasks are to be/have been completed.
- (f) **Yearly.**
  - (i) All lighting, air diffusers, and ventilation grids in the ceilings are to be cleaned.
  - (iii) The Contractor shall Notify the designated EID Representative when the above tasks are to be/have been completed.

## **8. Janitorial Room.**

- (a) The Janitorial Room is to be maintained in a clean, tidy, and safe condition.
- (b) Any waxy or oily rags must be removed from the building.
- (c) The areas beside the electrical panels and ladder must have open access.

## **9. Supplies.**

- (a) The EID shall make available to the Contractor the following consumable supplies which may reasonably be required for use on the Premises:





- (i) disposable hand towel products (for washrooms and coffee rooms);
- (ii) hand soap;
- (iii) toilet paper;
- (iv) urinal fresheners,
- (vi) garbage bags; and
- (vii) mop heads.

- (b) To the extent that is within the Contractor's control, the Contractor shall exercise care so as not to waste supplies provided by the EID. The Contractor shall monitor the inventory of such supplies and replenish stock by emailing [stores@eid.ca](mailto:stores@eid.ca).

- 10. Annual Carpet Care.** The EID shall arrange a separate contractor for deep carpet shampooing as required.
- 11. Vinyl tiled floors.** The EID shall arrange a separate contractor for stripping and waxing of all vinyl tiled floor areas as required.



**SCHEDULE "C"**  
**Rates**

1. Pursuant to the clause 3(b) of this Agreement entitled "Invoices" and subject to the earlier termination of this Agreement, the EID shall pay to the Contractor the monthly sum of **\$[•]** for the Services performed by the Contractor during each calendar month from June 1, 2025 to May 31, 2028.
2. The Contractor understands that the EID is exempt from paying the Goods and Services Tax (the "**GST**") and agrees that payments made by the EID to the Contractor shall not include GST.

**SCHEDULE "D"  
Insurance**

- 1. Automobile Insurance.** Comprehensive automobile liability insurance on all vehicles owned, operated or licensed in the Contractor's name, with limits of not less than \$2,000,000.00 per occurrence. The policy shall cover the Contractor for all sums which the Contractor shall become legally obligated to pay as damages because of bodily injury including passenger hazard and property damage caused by an occurrence.
- 2. General Liability Insurance.** Commercial general liability insurance with an inclusive bodily injury, death and property damage limit of five million dollars (\$2,000,000.00) per occurrence and shall include, but not be limited to:
  - (a) bond and crime coverage with a limit not less than \$25,000.00 per occurrence for theft or dishonesty,
  - (b) non-owned automobile coverage with a limit not less than \$2,000,000.00 and shall include contractual non-owned coverage (SEF 96);
  - (c) employers liability and employers contingent liability;
  - (d) products and completed operations liability coverage;
  - (e) sudden and accidental pollution liability;
  - (f) broad form property damage;
  - (g) contractual liability (including for this Agreement);
  - (h) firefighting expenses; and
  - (i) owners' and contractors' protection.
- 3. Specific Provisions.** The Contractor shall ensure that the EID is added to each of the Contractor's insurance policies as an additional insured with respect to the operations of the named insured, and contain a provision for cross liability and severability of interest in respect of the named insured, and that each insurance policy contains an endorsement whereby the EID will receive 30 days advance written notice of any amendment to or cancellation of the policy.
- 4. Equipment Insurance.** The Contractor shall also, at the Contractor's expense, arrange for and maintain in force any insurance coverage that the Contractor may deem necessary for its equipment and supplies kept or stored on the Premises. Any of the Contractor's equipment or supplies that may be kept or stored on the Premises is and shall always be at the Contractor's risk.
- 5. Supplemental Insurance.** Any other additional or supplemental insurance that may be reasonably required by the EID and that a prudent owner of a premises or site would obtain.

**SCHEDULE "E"  
Confidentiality**

1. **Definition of Confidential Information.** In this Agreement the term "**Confidential Information**" means any and all information (whether transmitted in written, electronic or magnetic form or otherwise, including information transmitted orally, visually or by any other means) disclosed or to be disclosed by the EID Group to the Contractor Group, or otherwise observed by Representatives of the Contractor Group in the course of performing the Services, whether before or after the Effective Date, concerning or related to the business, operations, assets or affairs of the EID Group.
2. **Confidentiality & Non-Disclosure Obligation.** The Contractor agrees that the Confidential Information shall at all times be kept strictly confidential and shall not be disclosed, sold, traded, published or otherwise disseminated to any Person in any manner whatsoever, without the EID's prior written consent, except as specifically provided for in Clause entitled "Permitted Disclosures".
3. **Permitted Disclosures.** The Contractor may disclose the Confidential Information without the EID's prior written consent only to the extent such information is required to be disclosed under Applicable Law. Should any Person seek to legally compel the Contractor Group to disclose any of the Confidential Information, the Contractor will to the extent legally permissible provide the EID with prompt Notice thereof so that the EID may seek a protective order or other appropriate remedy. The Contractor shall cooperate fully with the EID on a commercially reasonable basis in any attempt by the EID to obtain a protective order or other appropriate remedy. In any event, the Contractor Group shall only furnish that portion of the Confidential Information that is legally required to be disclosed.
4. **Non-Use of Confidential Information.** The Contractor and its Representatives receiving Confidential Information, shall not use or permit the use of the Confidential Information for any purpose. The Contractor shall be responsible for ensuring that all Persons observing or receiving Confidential Information shall keep such information confidential and shall not disclose or divulge the same to any unauthorized Person.
5. **Equitable Relief.** The Contractor agrees that the EID Group would be irreparably injured by a Default in respect of these Schedule and that the EID shall be entitled to equitable relief, including injunctive relief and specific performance in the event of any Default in respect of this Schedule. Such equitable remedies shall not be deemed to be the exclusive remedy for a Default in respect of this Schedule but shall be in addition to all other remedies available to the EID in law or in equity.