

## **AGREEMENT**

This Agreement (the "Agreement") is made effective as of January 1, 2019, by and between the **TOWN OF HURON** (the "Town"), 10880 Lummisville Road, Wolcott, New York 14590, and **GLYDE DORA**, 5530 Lasher Road, Wolcott, New York 14590 ("Contractor").

### **RECITALS**

1. The Town desires to hire a contractor to provide janitorial and custodial services ("Work") at the Huron Town Hall at 10880 Lummisville Road in the Town of Huron (the "Town Hall") for the year 2019.
2. The Town previously requested bids for the Work, and awarded the contract to Contractor.
3. The Town desires to continue to contract with Contractor for the Work.
4. Contractor does not employ employees to perform the Work.
5. Contractor proposes to continue to perform the Work for \$3780.00 annually, and the Town desires to accept that proposal.

### **TERMS**

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements, representations and warranties contained in this Agreement, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. **Work.** Contractor shall perform the following Work at the Town Hall on a weekly basis in a safe, skilled and professional manner:
  - Vacuum all offices and meeting room excluding closets
  - Mop entry and bathroom floors
  - Clean glass on the two front entry doors
  - Empty all baskets and replace liners, including paper shredders
  - Dispose of all refuse, including cardboard
  - Wipe down cobwebs in all areas
  - Clean sinks and toilets
  - Replenish paper products in restrooms
  - Refill hand soap containers
  - Dust all surfaces without moving objects, including windowsills
  - Wash all windows inside and outside twice a year
  - Leave a note of any products needed such as cleaning and paper products
  - Clean meeting room tables with disinfectant solution

2. **Manpower and Equipment.** Contractor shall provide all labor to provide the Services. Contractor shall not utilize employees to provide the Services. The Town shall provide all equipment and supplies. When necessary Contractor shall procure cleaning supplies at Wolcott Building Supply, and charge them to the account of the Town Clerk.
3. **Term.** The Town may cancel this Agreement at any time on one week's notice. Otherwise, this Agreement shall expire on December 31, 2019.
4. **Payment.** Contractor shall be paid at the rate of \$315.00 per month for January thru December, and shall submit monthly invoices and vouchers to the Town Supervisor. Payments for the Work will be made within 30 days of the presentation of a properly vouchered invoice for Work performed the preceding month. Work for partial months will be prorated.
5. **Supervisor.** The Contractor shall be supervised by the Building Inspector.
6. **Conditions.** Contractor shall:
  - a. Perform the Work between the hours of 6:00 P.M. and 7:00 A.M., or as otherwise agreed to by both parties in writing.
  - b. Provide a flexible schedule as necessary so as to not interfere with the after-hours services to the public and public meetings. Some services and public are provided to the public, and public meetings are held after 5:00 p.m. at Town Hall.
  - c. Secure Town Hall when leaving the building.
  - d. Maintain building security at all times Contractor or her employees or subcontractors are in the Town Hall.
  - e. Provide in-service training of all employees on an on-going basis, including safety measures considered appropriate by the Town.
  - f. Complete a checklist for the Work provided by the Town, and submit it each week to the Building Inspector.
  - g. Complete or perform corrective measures on any incomplete or defective Work within 48 hours of request by the Building Inspector.
  - h. Keep all supplies, equipment, and machines free of traffic lanes or other areas where they might be hazardous and shall be secured at the end of each period in lockers or other areas provided for this purpose.
  - i. Dispose of all cloths, mops or brushes containing a residue of wax or other combustible material subject to spontaneous ignition, or store them outside the buildings in tight metal containers.

- j. Dispose of all dirt and debris resulting from Work by placing in suitable garbage disposable bags and deposited in the commercial disposal dumpster provided by the Town.
- k. Not disturb papers on desks, open drawers and cabinet doors, use telephones for personal calls, use radios, television sets, or tamper with any personal property or any equipment belonging to the Town, or of any person or employee using the premises.
- l. Report to the Building Inspector anything out of the ordinary, such as doors or windows being left unlocked, plugged toilets or drains, broken fixtures, lights out of order, etc.
- m. Clean each office completely and then secure that area before continuing on to other areas of the building.
- n. Not permit the placing or use of mops, brooms, or other equipment in traffic lanes or other locations in such a manner as to create safety hazards, and shall provide appropriate warning signs for slippery floor area caused by cleaning or waxing operations.

7. **Legal Requirements.** Contractor shall comply with the following requirements:

- a. Contractor shall not allow unlawful discriminatory practices prohibited by the New York Human Rights Law (Executive Law Article 15).
- b. Neither Contractor, nor any subcontractor Contractor contracts with, shall utilize any employees to perform the Work, so that provisions of Labor Law Article 9 regarding prevailing wages shall not be applicable.
- c. Contractor shall comply with all other applicable laws and regulations in carrying out the Work and other duties under this Agreement. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted into this Agreement. If any such provision is not inserted through mistake or otherwise, then upon request of either party, this Agreement shall be amended to make such insertion.

8. **Defense and Indemnification.** Contractor shall protect, defend, hold harmless, and indemnify the Town, and its successors, assigns, and agents, from, against, and in respect of any and all claims, losses, liabilities, damages (whether special, consequential, or otherwise), settlements, penalties, interest, and other expenses which may be suffered or incurred by any of them relating to, arising out of, or resulting from personal injury, property damage, release of pollutants or contaminants, or any other claim as a result of negligent or wrongful acts or omissions of Contractor or Contractor's employees, agents, or contractors, during the performance of the Work.

9. **Laws and Regulations.** Contractor shall comply with all applicable laws and regulations in carrying out the Work and its other duties under this Agreement.

10. **Entire Agreement.** This Agreement shall constitute the entire agreement of the parties related to its subject matter, and shall supercede any previous oral or written understandings. Furthermore, it may only be amended by a writing signed by the parties.
11. **Gender and Number.** The use of one gender in this Agreement shall include all others, and the use of the singular shall include the plural and vice-versa.
12. **Notices and Communications.** All notices and communications required under this Agreement shall be accomplished by the actual delivery to the parties' addresses set forth above.
13. **Descriptive Headings.** The descriptive headings of the various provisions of this Agreement are included for convenience only, and they are not intended to affect the meaning or construction of any of the provisions of this Agreement.
14. **Successors and Assigns.** This Agreement may not be assigned without the consent of the other party.
15. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement, and their trustees, receivers, successors, and assigns.
16. **Construction.** No rule of construction shall be applied to construe any ambiguities in this Agreement against the draftsman.
17. **Choice of Law.** This Agreement shall be governed by the laws of the State of New York.
18. **Separability.** If any provision of this Agreement is determined to be invalid or unenforceable, that shall not affect the validity or enforceability of the remaining portions of this Agreement.
19. **Counterparts.** This Agreement may be executed in multiple counterparts, and the counterparts, when combined, shall form and constitute a complete agreement. The parties further agree that facsimile signatures shall be acceptable to bind the parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written.

**TOWN OF HURON**

By: \_\_\_\_\_  
Laurie Crane, Supervisor

\_\_\_\_\_  
**GLYDE DORA**