

REQUEST FOR QUOTATION

JANITORIAL MAINTENANCE CONTRACT 36 Month Term

Lakehead University
Thunder Bay Campus
Thunder Bay ON

Contract No. LU13-039

January 15,
2014

**This Invitation to Bid Closes at 3:00:00 p.m. Eastern Time
Thursday February 20, 2014 unless otherwise stated in an Addendum.**

PROJECT LAKEHEAD UNIVERSITY

**Janitorial Contract– Thirty-Six Month Term
Lakehead University Thunder Bay Campus
Thunder Bay, Ontario
PROJECT NO. LU13-039
January 15,
2014**

INTRODUCTORY INFORMATION, BIDDING AND CONTRACTING REQUIREMENTS

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1. GENERAL

- 1.1 Documents forming the Contract between Lakehead University and the Contractor are those listed in Section 00010 Table of Contents. These documents, before execution, are hereafter referred to as Bid Documents.
- 1.2 Examine Bid Documents as soon as possible after receipt. Report errors, omissions or ambiguities discovered therein, as soon as possible and at least seven (7) days prior to date set for receiving bids, to person named hereunder. If necessary, and time permits, Addenda may be issued to bidders before date set for receiving bids. Only those instructions confirmed by Addendum shall be taken into consideration in preparation of your bid.
- 1.3 Bidders shall refer to proposed Contract, including the Agreement; General Conditions, the Service Requirements, the Work Routines and Appendix 1 – Building Layout Drawings for a detailed description of the Services to be provided under Contract.
- 1.4 ***A MANDATORY SITE MEETING OF PROPONENTS WILL BE HELD Thursday January 23, 2014 at 2:00 PM. Starting location to be Avila Centre Physical Plant office.***

2 ADDENDA

- 2.1 During bidding period, bidders may be advised by Addenda of required additions to, deletions from, or alterations to the requirements of the Bid Documents. Such changes shall become an integral part of the Bid Documents and shall be allowed for in arriving at the Contract Price. Unless confirmed by addendum, bidders shall not take into consideration in preparing their bids any instructions or answers that modify the Bid Documents
- 2.2 Insert, in space provided on the Bid Form, numbers of Addenda received during bidding period including any bound into the Bid Documents. If no addenda have been received insert word "NONE" instead.
- 2.3 No Addenda will be issued after twelve (12:00) o'clock noon, on the fifth Working Day prior to the bid closing date, without providing an extension of time.

3 QUERIES DURING BIDDING PERIOD

- 3.1 All communication from Bidders in respect with this Bid Call will cease at **12:00 noon on Wednesday, February 12, 2014.**
Address all queries regarding Bid Documents during bidding period to:

Name: **Mr Geoffrey Matte**
Manager, Procurement and Contract Services
Room BB 1002A
Lakehead University
955 Oliver Road
Thunder Bay, ON
P7B 5E1
tel: 807-343-8455
fax : 807 346-7711
Email: gmatte@lakeheadu.ca

4 PRICING INSTRUCTIONS

- 4.1 Term of the Contract will be for a period of **Thirty-Six Months**, commencing on a date to be stated in the Agreement between Lakehead University and the Contractor, after acceptance by Lakehead University of a bid. ***The Contract, upon the consent of both parties, may be extended for one additional term of 12 months. Any extension, however, shall be on the same terms and conditions.***
- 4.2 Each bid shall state Contract Price for the full term of the Contract for which the bidder offers to perform Services required by Bid Documents.
- 4.3 The Contract Price shall include all applicable taxes and duties

5 CLOSING

- 5.1 Sealed Bids shall be submitted before **3:00:00 p.m.** local time on **Thursday February 20, 2014**. Late or misdirected proposals cannot be accepted after the Closing Time and will be returned unopened. The Bidder acknowledges that any bid is subject to the terms and conditions of this Bid Call and the submission of a bid does not impose any obligations upon Lakehead University.

6 BID COMPLETION AND SUBMISSION

- 6.1 The bid submission must include:
- 3 copies of the Bid Form, completed exactly as required and properly executed with original signatures;
 - any other document required by the Documents
 - an original Agreement to Bond or consent of surety, for amounts stated in, G.C. 20 or as amended by Supplementary Conditions.
- 6.2 The bid submission must be enclosed and sealed in an opaque envelope. The bidder's company name and return address must be identified on the submission package.
- 6.3 The bid submission shall state Contract Price for which bidder will undertake to carry out the Work required by Bid Documents.
- 6.4 Bids may **not** be submitted by telecommunications, except that;
- 6.4.1 the bidder may submit amendments by fax to **807-346-7711**, on company's letterhead, provided the amendments are endorsed by the same individual or individuals who signed and sealed the original bid submission, the amendments are received prior to bid closing, that the project name, number, and the amount **only** to be added, or deducted from the submitted Contract Price, is identified.
- 6.4.2 Where subsequent amendments are received, the last amendment shall supersede all previous amendments and shall be interpreted as an amendment to the original submitted Contracted Price.

6.4.3 It shall be the responsibility of the proponent to ensure that any bid amendments made by facsimile are received by Lakehead University prior to tender closing.

6.5 Bids will be accepted before bid closing time at:

**Lakehead University
Geoffrey Matte
Manager, Procurement and Contract Service
Braun Building Room 1002A
955 Oliver Road,
Thunder Bay, ON P7B 5E1 Canada,**

6.6 Upon receipt, bid envelope will be date and time stamped

6.7 Lakehead University will open bids privately. Bid results **will not** be available to Bidders.

7 ACCEPTANCE AND DISQUALIFICATION OF BID

7.1 Lakehead University reserves the right to:

- accept or reject any or all of the Bids;
- if only one bid is received, elect to accept or reject it;
- alter the schedule, bid call process, procedures or objective of the Contract or any other aspects of the bid call, as it may determine in its sole and absolute discretion; and
- cancel the bid call at any time without incurring any liability whatsoever to any bidder

7.2 In evaluating bids, Lakehead University reserves the right to review and consider the bidder's record of compliance with Workplace Safety and Insurance Board (WSIB) requirements.

7.3 Bids that are not submitted in strict accordance with the requirements of the Bid Documents may be deemed to be non-compliant. Lakehead University reserves the right to disqualify non-compliant bids for reasons including but not limited to the following:

- omission of any documents or statements required by the Bid documents;
- incorrectly executed submissions in whole or in part
- qualifying the Bid;
- altering or modifying the bid form unless amended by fax prior to bid closing;
- submission of an incomplete and/or incorrectly signed Bid Form and/or other required submission documents;
- omission of any information specifically requested on the Bid Form;
- submission of unsolicited alternatives prices, product substitutions or other information not required by the bid documents

7.4 The lowest or any bid will not necessarily be accepted.

7.5 Lakehead University will not be liable for any loss or damage suffered by any bidder including, without limitation, any expenses incurred in the preparation and submission of its Bid.

- 7.6 Further, if Lakehead University is found to be liable in any way for any act or omission of Lakehead University during this bidding process, Lakehead University's liability to any bidder and the aggregate amount of damages recoverable against Lakehead University for any matter relating to or arising from Lakehead University's act or omission, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of Lakehead University, shall be no greater than the submission preparation costs that the bidder seeking damages from Lakehead University can demonstrate.

8 INTENTIONALLY LEFT BLANK

9 CONFLICT OF INTEREST DECLARATION

- 9.1 Each bidder must include in its bid, on the bid form, the following:

9.1.1 That the bidder does not and will not have any actual or perceived conflict of interest or any other type of unfair advantage in submitting its bid or, if selected, with the contractual obligations of the bidder as Contractor under the Agreement. Where applicable, a bidder must declare in its bid any situation that may be a conflict of interest, actual or perceived, in submitting its bid or, if selected, with the contractual obligations of the bidder as Contractor under the Agreement as defined below:

"Conflict of Interest" for the purpose of this bid means:

- (a) an unfair advantage over other bidders during the bidding process, thereby rendering the process non-competitive and unfair (e.g., bidder has Confidential Information not available to other bidders);
- (b) activities, relationships or contracts which render the bidder unable or potentially unable to perform the duties and obligations required of the bidder if awarded the Contract; or
- (c) activities, relationships or contracts which impair or potentially impair the bidder's judgment in performing the bidder's duties and obligations under the Contract.

- 9.1.2 that the bidder neither has nor has access to any Confidential Information as defined below;

"Confidential Information" for the purpose of these Bid Documents, means confidential information of Lakehead University (other than confidential information which is disclosed to bidders in the normal course of the bidding process) where the Confidential Information is relevant to the Work required by the Bid Documents, their pricing or the bid evaluation process. Information / knowledge gained by a Proponent during the normal course of executing previous work on the site shall not be considered Confidential.

- 9.2 In addition, each bid shall include the following information:

9.2.1 A list of the names, and name of their last supervisor and other information of any former Lakehead University employees, who participated in the preparation of the Submission and have ceased employment within twelve (12) months before Bid Submission.

9.2.2 In addition to the other information and representations made by each bidder in the Bid Form, each bidder will be assessed based upon whether or not it has an actual or potential Conflict of Interest, and if so, does that conflict prevent the bidder from being awarded the contract.

9.2.3 If the bidder does not disclose any information concerning Conflict of Interest in the Bid Form, the bidder, by submitting the Bid Form, warrants that to its best knowledge and belief no actual or potential Conflict of Interest exists with respect to the bid or performance of the contemplated Contract.

9.2.4 The definitions in these Instructions to Bidders should be referred to by bidders while completing the conflict portions in the Bid Form.

9.2.5 The bid of any bidder may be disqualified where the bidder fails to provide confirmation of the foregoing or makes misrepresentations regarding any of the above. Bidders who, in the sole opinion of Lakehead University, are found to have a Conflict of Interest may be disqualified. Further, Lakehead University shall have the right to rescind any contract with the selected bidder in the event that Lakehead University in his/her sole discretion determines that the selected bidder has made a misrepresentation regarding any of the above, in addition to or in lieu of any other remedies that Lakehead University has in law or in equity.

10 COMPLIANCE WITH ONTARIO CERTIFICATION AND TRAINING REQUIREMENTS

10.1 All workers in Ontario, regardless of province of residency, must comply with the training and certification requirements of the construction industry in Ontario, as well as the requirements for registration with tax authorities. Accordingly, in any contract awarded under this Invitation to Bid, the Contractor will be required to:

- (i) Represent and warrant that the Contractor and any of his sub-contractors, and every individual who is or will be doing work under any contract(s) awarded under this Bid Call, shall be in complete compliance with all training, certification and registration requirements of the construction industry in Ontario;
- (ii) Acknowledge that any sub-contracts not identified in the Submission following an award of the contract will be subject to the approval of Lakehead University;
- (iii) Acknowledge and agree to indemnify Lakehead University from and against all claims and liability resulting from any misrepresentation or breach of the representation and warranty in clause (i) above; and
- (iv) Acknowledge that any misrepresentation or breach of the representation and warranty in clause (i) above will be ground for termination of the contract.

11 TAXES

Tender Form shall include the Total Contract Price, exclusive of HST.

12 AGREEMENT TO BOND

12.1 Not applicable

13 SUCCESSION RIGHTS

13.1 Not applicable

14 SITE VISIT

14.1 A conducted *Mandatory* Site visit and briefing meeting will be arranged by Lakehead University for the date specified in item 1.4 (above). Any change to the date will be communicated by Addendum. Proponents will meet at the specified time at the main lobby of the Academic Building, and will be required to register their presence. No unauthorized site visits will be permitted.

14.2 Bidders are responsible for ascertaining extent and nature of all conditions affecting performance of Services and are responsible for visiting the Site/s and ascertaining the extent and nature of conditions affecting the performance of the Work.

14.3 Manufacturers' maintenance manuals and drawings, where available, will be on Site for examination and shall be read in conjunction with the Service Requirements.

15 INVOICING AND PAYMENT

15.1 Lakehead University is moving toward electronic invoicing and payment. The successful proponent will be requested to participate in this initiative.

16 RETURN OF BID DOCUMENTS

16.1 These documents are supplied to you without charge. Your cooperation is appreciated in returning these documents in good condition to the issuing office immediately after bids close.

17 CONTRACTOR EVALUATION

17.1 Lakehead University will evaluate the performance of the Service Provider during and upon completion of the Work

17.2 Lakehead University will evaluate the performance of the Service Provider every year of the Contract and upon the completion of the Contract and provide a copy of their findings to the Contractor upon completion of each performance evaluation.

End of Document

LAKEHEAD UNIVERSITY PROJECT NO: LU13-039**Janitorial Services Contract – Thirty-Six Month Term**

Thunder Bay Campus

955 Oliver Road

Thunder Bay ON

Date: October 3, 2013

Legal Name of Company

Type: Sole Proprietorship

Limited Company

Partnership

Other

Street Address

City or Town

Postal Code

Telephone

Fax**LAKEHEAD UNIVERSITY**

Sir/Madam:

1. Offer

I/We offer to supply all necessary labour, materials, plant, equipment and services for the above-named project and to perform the Services in strict accordance with the Contract Documents for a period of **Thirty-Six Months** for the per year Contract Price of:

Dollars (\$ _____ / year) EXCLUDING applicable taxes.

Price Breakdown:

BL	\$/year	
LB	\$/year	
AT – Floors 1 to 5	\$/year	
AT – 6 th Floor	\$/year	
MV	\$/year	
NO	\$/year	
PA – Main Building	\$/year	
PA – Gym only	\$/year	
SB & SH	\$/year	
Munro Street – Pre-Clinical	\$/year	
Munro Street – Research Lab	\$/year	
MS	\$/year	
MP	\$/year	

Additional Pricing:

Work undertaken for “Special Functions” as described in Section 0810 Service Requirements, Section 2.4 – Additional Services, shall be billed at the following rates:

Janitorial Worker \$_____ / hr. minimum _____ hrs.

Janitorial Worker \$_____ / ft² area

High Window Cleaning \$_____ / hr including equipment rental

I/We have carefully examined all the Bid Documents, have examined the Site and all buildings in the Service Area and have ascertained the extent and nature of all conditions affecting performance of the Services. I/We have a clear and comprehensive knowledge of the Services required under the Contract and of all the working conditions.

I/We am/are able to commence the Services immediately upon receipt of Lakehead University's written direction, and to perform the Services in accordance with the Contract. I/We represent and warrant that I/we am/are not currently disqualified, nor are any of my/our proposed sub-contractors, from bidding on the Contract.

2. Bid Evaluation

I/We acknowledge and accept that for the bid evaluation, the Contract Sum shall be based on the following: Total Janitorial Costs listed herein. **Contract will be awarded based on this Final Contract Sum.**

3. Sub-Contractors

I/We also submit the names of any proposed Sub-Contractors for the specified trades whom we will be utilizing in the execution of this Contract.

Type of Service	Company Name	Area of Work
Type of Service	Company Name	Area of Work
Type of Service	Company Name	Area of Work

4. Addenda

I/We have received and allowed for the following Addenda in preparing the bid:

#____ through #____ inclusive. I/We have verified that all Addenda issued by Lakehead University have been received by me/us.

5. Bid Irrevocable

I/We understand that the Contract Price submitted in this bid is based upon the acceptance of the bid within sixty (60) days of the bid closing date and is irrevocable during that period. In cases where the expiry date of the acceptance period falls on a Saturday, Sunday or holiday, the time for acceptance shall be extended to the first following Working Day.

6. Conflict of Interest

6.1 "Confidential Information" and "Conflict of Interest", for the purpose of this form, are defined in the Instructions to Bidders.

6.1.1 initial the appropriate statement below:

I/We hereby confirm that there is not nor was there any actual or perceived Conflict of Interest or any other type of unfair advantage in our submitting this bid or performing or observing the contractual obligations of the Contractor in the Agreement.

OR

The following is a list of situations, each of which may be a Conflict of Interest or an instance of unfair advantage, or appears as potentially a Conflict of Interest or unfair advantage in our company submitting this bid or the contractual obligations of the Contractor under the Agreement.

6.2 In submitting this bid:

6.2.1 initial the appropriate statement below:

our company **has no** knowledge of or the ability to avail ourselves of Confidential Information of the Crown or of Lakehead University (other than confidential information which may have been disclosed by Lakehead University to the Bidders in the normal course of the bidding process) and the Confidential Information was relevant to the Work, its pricing or the bid evaluation process.

OR

our company **has** knowledge of or the ability to avail ourselves of Confidential Information of Lakehead University (other than confidential information which may have been disclosed by Lakehead University to the bidders in the normal course of the bidding process) and the Confidential Information was relevant to the Work, its pricing or the bid evaluation process.

6.2.2 The following individuals, as employees, advisors or in any other capacity

a) participated in the preparation of our bid; and

b) were employees of Lakehead University and have ceased that employment within twelve (12) months before the Bid Closing date.

Name of Individual	
Job Classification	
Last Date of Employment with Lakehead University	
Name of Last Supervisor with Lakehead University	
Brief Description of Job Functions	
Brief Description of Nature of Individual's Participation in Preparation of Bid	

(Repeat above for each identified individual)

6.3 I/We agree that, upon request, I/we shall provide Lakehead University with a Conflict of Interest Declaration from each individual identified above in the form prescribed by Lakehead University.

7. Proof of Insurance

I/We acknowledge that, if selected, I/we shall provide proof of insurance coverage as required in the Contract, within twenty (20) calendar days of the date of the written notice of acceptance of my/our bid by Lakehead University.

10. Staffing and Building Operating Plans

I/We understand that in the event my/our bid is selected by Lakehead University, I/We agree to submit the following immediately upon receipt of the written notice of acceptance of my/our bid by Lakehead University, but in any event, within sixty (60) days of the date of the written notice of acceptance of my/our bid by Lakehead University and prior to the execution of the Agreement by Lakehead University:

(a) a detailed staffing plan for the facility that outlines how the selected Contractor proposes to staff the facility, complete with all required qualifications, skills and knowledge and confirmation of security clearances;

11. Execution of Agreement

I/We understand that in the event my/our bid is selected by Lakehead University, I/we agree to execute the Agreement in the form and substance attached herein in the Bid Documents within twenty (20) days of the date of the written notice of acceptance of my/our bid by Lakehead University.

(Seal)

Legal Name of Contractor

Signature of Company Official(s)

Title

Signature of Company Official(s)

Signature of Witness

Title

Name of Witness

Date

End of Bid Form

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GC1 DEFINITIONS

1.1 Whenever used in this Contract:

1.1.1 **"Bid Documents"** mean the Instructions to Bidders, the blank Bid Form, the proposed Agreement between LAKEHEAD UNIVERSITY and the Contractor including all documents identified therein as Contract Documents, and all other forms and appendices expressly identified in the bid packages the tender issued by LAKEHEAD UNIVERSITY for the Services and any addendum thereto;

1.1.2 **"Bid Form"** means the form on which the Contractor submitted its bid in response to the Bid Documents;

1.1.3 **"Commencement Date"** means the date set out in the recitals to the Agreement as the first date for provision of the Services pursuant to the Contract;

1.1.4 **"Confidential Information"** means all the information or material of LAKEHEAD UNIVERSITY that is of a proprietary or confidential nature, regardless whether it is identified as proprietary or confidential or not, including but not limited to information and material of every kind and description which is communicated to or comes into the possession or control of the Contractor at any time, but Confidential Information shall not include information that:

1.1.4.1 is or becomes generally available to the public without fault or breach on the part of the Contractor, including without limitation breach of any duty of confidentiality owed by the Contractor to LAKEHEAD UNIVERSITY or to any third party, but only after that information becomes generally available to the public;

1.1.4.2 the Contractor can demonstrate to have been rightfully obtained by the Contractor from a third party who had the right to transfer or disclose it to the Contractor free of any obligation of confidence;

1.1.4.3 the Contractor can demonstrate to have been rightfully known to or in the possession of the Contractor at the time of disclosure free of any obligation of confidence; or

1.1.4.4 is independently developed by the Contractor without use of any Confidential Information;

1.1.5 **"Contract"** means the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the Contract Documents and represents the entire agreement between the parties;

1.1.6 **"Contract Documents"** means the documents wherever located and whenever issued listed in the Agreement - CONTRACT DOCUMENTS, including amendments thereto incorporated before the execution of the Agreement and subsequent amendments thereto made pursuant to the provisions of the Contract;

1.1.7 **"Contractor"**, or a pronoun in place thereof means the person or persons or corporation, contracting with LAKEHEAD UNIVERSITY to carry out the Services, pursuant to the Contract Documents;

1.1.8 **"Day"** means calendar day and **"Working Day"** means Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Christmas Day; Boxing Day and any other day which LAKEHEAD UNIVERSITY has elected to be closed for business; ;

1.1.9 **"Environmental Contaminants"** means:

1.1.9.1 any substance which, when it exists on the Site or the water supplied to or on the Site, or when it is released onto the Site or any part thereof, or into the water or the natural environment, is likely to cause, at any time, material harm or degradation to the Site or any part thereof, or to the natural environmental or material risk to human health, and includes, without limitation, any flammables, explosives, radioactive materials, asbestos, lead paint, PCBs, fungal contaminants (including stachybotrys chartarum and other moulds), mercury and its compounds, dioxans and furans, chlordane (DDT), polychlorinated biphenyls, chlorofluorocarbons (CFCs), hydro-chlorofluorocarbons (HCFCs), volatile organic compounds (VOCs), urea formaldehyde foam insulation, radon gas, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic or noxious substances or related materials, petroleum and petroleum products, or

1.1.9.2 any substance declared to be hazardous or toxic under any Environmental Laws now or hereafter enacted or promulgated by any authorities, or
1.1.9.3 both 1.1.9.1 and 1.1.9.2;

1.1.10 **"Environmental Laws"** - means any federal, provincial or local law, statute, by-law, ordinance, regulation, policy, guideline or order and all amendments thereto pertaining to health, industrial hygiene, environmental conditions or Environmental Contaminants, including, without limitation, the *Environmental Protection Act*, R.S.O. 1990, c.E.19 (the "*Environmental Protection Act*"), the *Environmental Assessment Act*, R.S.O. 1990, c. E.18, the *Ontario Water Resources Act*, R.S.O. 1990, c.O.40, the *Occupational Health and Safety Act* ("OHSA"), R.S.O. 1990, c.O.1, the *Safe Drinking Water Act, 2002*, S.O. 2002, c.32, the *Guideline for Use at Contaminated Sites in Ontario*, Ministry of the Environment, 1997 and applicable air quality laws, regulations and guidelines (including, without limitation, R.R.O. 346 – "General-Air Pollution" under the *Environmental Protection Act*, Ontario Regulation 127/01-"Airborne Contaminant Discharge-Monitoring and Reporting" under the *Environmental Protection Act* and point of impingement air quality guidelines), as such statutes, regulations and guidelines may be amended, superseded or replaced from time to time;

1.1.11 **"Emergency Service"** means activities, other than Operation or Maintenance, required to be undertaken on Site on an urgent basis and requiring a response time of no more than one (1) hour to correct malfunctions or breakdowns of the Service Area as further described in the Service Requirements;

1.1.12 **"Expiry Date"** means the date set out in the recitals to the Agreement as the last date for provision of the Services pursuant to the Contract;

1.1.13 intentionally blank

1.1.14 intentionally blank

1.1.15 **"Service Requirements"** means those Service Requirements that are applicable to the entire Site, which are expanded upon or revised by the Service Requirements – Section 00810 of the Specifications.

1.1.16 **"Indemnified Items"** means claims, fees, costs, losses, fines, penalties, liabilities, demands, expenses, damages, causes of action, actions, lawsuits and proceedings;

1.1.17 **"Maintenance"** means the day-to-day or periodically scheduled activities undertaken to preserve or restore the buildings to a condition in which they can be effectively utilized for their designated purposes, including all thorough examinations, testing and, any other routine repairs or replacements, as described in the Service Requirements;

1.1.18 **"Minor Repair"** means each Occurrence of restoration to a sound or fully functional state, by replacement, overhaul or other means, of any unsound or deteriorated building component or systems or parts thereof

1.1.19 **"LAKEHEAD UNIVERSITY Designee"** means the person, firm or corporation identified as such in the Agreement to administer the Contract. In the case of the termination of the employment or engagement of the LAKEHEAD UNIVERSITY Designee, LAKEHEAD UNIVERSITY shall appoint an LAKEHEAD UNIVERSITY Designee whose status under the Contract shall be that of the former LAKEHEAD UNIVERSITY Designee;

1.1.20 **"Occurrence"** means an individual and independent incident or event.

1.1.21 **"Operation"** means the necessary monitoring, testing, controlling and recording activities or functions undertaken on the machinery, equipment and systems to achieve and maintain the desired levels of environmental conditions and service;

1.1.22 **Other Agreements** means any other contractual agreement already entered into directly by LAKEHEAD UNIVERSITY with another contractor for services and projects as detailed in the attachments to the Service Requirements;

1.1.23 **Other Contractor** means any person, firm or corporation employed by or having a separate contract directly or indirectly with LAKEHEAD UNIVERSITY for work (in connection with the Service Area) other than that required by the Contract Documents;

1.1.24 **"Repair"** means each Occurrence of restoration to a sound or fully functional state, by replacement, overhaul or other means, of any unsound or deteriorated building component or systems

1.1.25 **"Service Area"** means the, systems, fixtures, grounds and building services that are to be maintained, or provided by the Contractor pursuant to the Contract, as described in the Service Requirements (including the Work Routines);

1.1.26 **"Services"** includes everything that is necessary to be done, furnished or delivered by the Contractor, and by those for whom the Contractor is responsible, to satisfactorily perform the Contract;

1.1.27 **"Site"** means the buildings, land and premises which incorporate the Service Area and in which the Services are to be performed, as described in the Service Requirements;

1.1.28 **"Service Requirements"** means those Service Requirements that are specific to each building in the Site, as shown in Section 01810 and 01820 of the Specifications.

1.1.29 **"Sub-Contractor"** includes any person, firm or corporation having a contract with the Contractor for the execution of a part or parts of the Services or for the supply of material called for in the Contract Documents and worked to a special design according to the Contract Documents but does not include one who merely furnishes material not so worked;

1.1.30 **"Term"** means the period of time during which the Contractor will provide the Services to LAKEHEAD UNIVERSITY as set out in the Agreement; and

1.1.31 **"Unscheduled Service"** means each Occurrence of that part of the Services that results from additional demands in Operation and Maintenance required in support of Site operations or functions, e.g. upgrading the building systems and equipment during special occasions.

- 1.2 The laws of the Province of Ontario and the applicable laws of Canada shall govern the Contract and the Services. All statutes referred to herein shall include such statutes as amended, superseded or replaced from time to time.
- 1.3 Words used in the Contract Documents importing the singular number or one gender only, include more persons, parties or things of the same kind than one, and females as well as males, and the converse.

GC2 CONTRACT DOCUMENTS

- 2.1 During the execution of the Services, the Contractor shall advise the LAKEHEAD UNIVERSITY Designee in writing promptly of:
- 2.1.1 any contradictions, discrepancies or errors found or noted in the Contract Documents;
- 2.1.2 supplementary drawings, details, instructions or directions that are inconsistent with the intent of the Contract Documents; and/or
- 2.1.3 any omission, or other fault that becomes evident and which should be corrected in order that the Services be executed in accordance with good standard work practices and the Contract Documents.
- 2.2 Where reference is made to specification standards produced by various organizations, the Contractor shall conform to edition of standards specified or, if not specified, to latest edition as amended and revised to date of Contract.
- 2.3 After advising the LAKEHEAD UNIVERSITY Designee of such condition(s), the Contractor shall not proceed with any further Services in the affected area(s) until the Contractor has received instructions from LAKEHEAD UNIVERSITY.
- 2.4 Failure by the Contractor to comply with these requirements shall result in the Contractor being held responsible for any resulting circumstances, conditions and costs.
- 2.5 In accordance with GC9 - PERMITS, NOTICES, LAWS AND RULES, the Contractor shall be responsible to review that any contracts entered into with the Sub-Contractors are in compliance with the applicable laws, ordinances, rules, regulations, or codes related to the Work.

GC3 REFERENCE MATERIAL

- 3.1 Where available, a set of as-built architectural, mechanical, and electrical drawings and specifications along with shop drawings, operation and maintenance manuals, and all other related reference documents, will be made accessible by the LAKEHEAD UNIVERSITY Designee to the Contractor for reference purposes.
- 3.2 The Contractor shall advise the LAKEHEAD UNIVERSITY Designee in writing of any discrepancies noted in such reference material.
- 3.3 The Contractor shall be responsible for obtaining and maintaining updated and orderly equipment wiring diagrams, drawings, manufacturers' manuals, leaflets, reference documents and other information relevant to the Services.
- 3.4 All drawings, manuals, reference material, industrial property, including software, patterns, designs and other intellectual property rights that are or may become used in connection with the Services, and other documentation shall:
- 3.4.1 where furnished by LAKEHEAD UNIVERSITY to the Contractor, remain the property of LAKEHEAD UNIVERSITY, and shall be returned to the LAKEHEAD UNIVERSITY Designee upon expiry or termination of the Contract;
- 3.4.2 where developed or supplied by the Contractor in connection with the Services, become the property of LAKEHEAD UNIVERSITY, and shall be turned over to the LAKEHEAD UNIVERSITY Designee upon the expiry or termination of the Contract.

GC4 INTERPRETATION OF THE CONTRACT

- 4.1 The LAKEHEAD UNIVERSITY Designee is in the first instance the interpreter of the Contract including, without limitation, the performance of the Services and the judge of its performance, who shall decide on any question arising between the parties and shall make findings as to the performance hereunder by both parties to the Contract. The LAKEHEAD UNIVERSITY Designee shall decide on the completeness and adequacy of work performed, and on any question arising between the parties, and in particular, without limiting the generality of the foregoing, any questions as to:
- 4.1.1 the meaning of anything in any Drawings and the Service Requirements (including the Work Routines);
- 4.1.2 whether or not the quality or quantity of the Services and/or any material supplied or proposed to be supplied by the Contractor meets the requirements of the Contract;
- 4.1.3 whether or not the labour, materials, equipment and services provided by the Contractor in performing the Services are adequate to ensure that the Services will be performed in accordance with the Contract; and
- 4.1.4 the timing and scheduling of the Services.
- 4.2 The Contractor shall provide the Services in accordance with the decisions and directions of the LAKEHEAD UNIVERSITY Designee given under this General Condition.

- 4.3 Claims, disputes, and other matters in question relating to the performance of the Services or the interpretation of the Contract shall be referred initially to the LAKEHEAD UNIVERSITY Designee by written notice given to the LAKEHEAD UNIVERSITY Designee and to the other party for the LAKEHEAD UNIVERSITY Designee's interpretation and finding which will be given by notice in writing to the parties within a reasonable time.

GC5 INSPECTION/TESTING OF SERVICES

- 5.1 LAKEHEAD UNIVERSITY and the LAKEHEAD UNIVERSITY Designee shall be entitled to inspect the Services at any time and the Contractor shall provide access to the Services with proper facilities for such inspection.
- 5.2 Where testing or approval of the Services is required in accordance with the Service Requirements or the laws or ordinances of any public authority, the Contractor shall give the LAKEHEAD UNIVERSITY Designee and any authorities involved reasonable notice of readiness for inspection and shall arrange a mutually acceptable date and time for the inspection.
- 5.3 The LAKEHEAD UNIVERSITY Designee shall be the judge of whether the Services are adequate, complete and performed in accordance with the Contract.
- 5.4 The Contractor shall, on or before the date set by the LAKEHEAD UNIVERSITY Designee, promptly replace, repair, complete or re-execute any work, which has been rejected by the LAKEHEAD UNIVERSITY Designee

GC6 COMMENCEMENT OF SERVICES

- 6.1 Before commencement of the Services, the Contractor shall furnish LAKEHEAD UNIVERSITY with any performance and labour and material payment bonds if required by the Contract Documents, in the form provided by LAKEHEAD UNIVERSITY, evidence of the Contractor's good standing before the Workplace Safety and Insurance Board in accordance with the requirements of the *Workplace Safety and Insurance Act, 1997*, S.O. 1997, c. 16, Sched. A (the "*Workplace Safety and Insurance Act, 1997*"), and applicable certificates of insurance.
- 6.2 The Contractor shall have also submitted before commencement of the Services, a detailed staffing plan and a sample monthly report for approval by LAKEHEAD UNIVERSITY, which monthly report shall be modified and re-submitted until satisfactory to LAKEHEAD UNIVERSITY.
- 6.3 All the Contractor's employees, or any Sub-Contractor's employees, working on the Site shall be subject to security checks and will be required to obtain security clearance before commencing to perform the Services pursuant to the Contract.
- 6.4 The Contractor shall commence the Services upon receipt of written instructions from the LAKEHEAD UNIVERSITY Designee and shall continuously perform the Services in a diligent manner.
- 6.5 Where the Services require equipment to be shut down, or cause changes in the condition of the building services, the Contractor shall properly coordinate such work with the LAKEHEAD UNIVERSITY Designee. Except in the case of an Emergency Service, the Contractor shall not

GC7 SITE

- 7.1 The Contractor shall take reasonable measures in the performance of the Services to:
- 7.1.1 control noise and minimize interference with and disruption of Site occupants;
 - 7.1.2 comply with all restrictions relating to parking and entrances to the Site at all times; and
 - 7.1.3 transport all materials, tools and equipment, using the service elevator, or as directed by the LAKEHEAD UNIVERSITY Designee.
- 7.2 The Contractor shall keep the Service Area clean at all times and shall:
- 7.2.1 remove promptly all surplus material, waste, tools and equipment from the Service Area at the end of each day, and deposit them in an assigned area or remove them from the Site; and
 - 7.2.2 keep floors free from oils, grease or other materials likely to discolour them or affect bond, applied surfaces or exterior surfaces. The Contractor shall take special precautions when moving heavy loads or equipment on floors
- 7.3 The Contractor shall comply with the Smoke-Free Workplace Directive established by the *Smoking in the Workplace Act*, R.S.O. 1990, c. S.13.
- 7.4 The Contractor's employees' personal belongings and/or the Contractor's tools, materials or equipment being used for the provision of Services may be stored on the Site only in areas, if any, that the LAKEHEAD UNIVERSITY Designee designates as suitable for such storage. Where the Contractor uses such areas, it shall maintain them in a clean, neat and safe condition.
- 7.5 LAKEHEAD UNIVERSITY shall not be responsible for any loss, damage, theft, burglary or robbery of any of the Contractor's employees' personal belongings and/or the Contractor's tools, materials or equipment being used for the Services or stored on the Site.

GC8 TAXES AND DUTIES

- 8.1 Unless otherwise stated herein, the Contractor shall pay all government sales taxes, customs duties and excise taxes with respect to the Contract.
- 8.2 Any increase or decrease in costs to the Contractor due to change in such taxes and duties after the date of the bid closing, shall increase or decrease the Contract Price accordingly, subject to the Contractor providing LAKEHEAD UNIVERSITY with a detailed breakdown of such increase or decrease.
- 8.3 Where an exemption of sales taxes, customs duties or excise taxes is applicable to the Contract, the Contractor shall be responsible to ensure that it takes advantage of such refund(s).
- 8.4 Refunds that are due to LAKEHEAD UNIVERSITY and which have been recovered by the Contractor shall be promptly refunded to LAKEHEAD UNIVERSITY.

- 8.5 LAKEHEAD UNIVERSITY shall withhold any applicable withholding tax from amounts due and owing to the Contractor from LAKEHEAD UNIVERSITY under this Contract and shall remit it to the appropriate government authority in accordance with applicable tax laws.

GC9 PERMITS, NOTICES, LAWS AND RULES

- 9.1 The Contractor shall:

9.1.1 comply with all standards, permits, by-laws, laws, ordinances, rules and regulations relating to the Services (including, without limitation, those relating to the preservation of the public health and construction safety);

9.1.2 apply and pay for all additional necessary approvals, permits or licenses required for the execution of the Services, including the posting of any letter of credit, bond or any other form of security required therefore by any particular authority; and

9.1.3 give all notices and pay all fees required by law.

- 9.2 The fees, levies, costs, and charges referred to in GC9.1 shall be deemed to be included in the Contract Price.

- 9.3 Where any laws, codes or regulations or requirements of the governing authorities conflict, the more stringent shall govern.

- 9.4 The laws, ordinances, rules, regulations and codes applicable to the Services Area shall govern the Services, and the Contract Documents shall be deemed to have included any such laws, ordinances, rules, regulations or codes applicable to the Services and existing at the time of the signing of the Agreement.

- 9.5 The Contractor shall be responsible for reviewing the Contract Documents for compliance with the applicable laws, ordinances, rules, regulations and codes relating to the Services. If the Contract Documents are at variance therewith, or changes are made to the laws, ordinances, rules, regulations and codes by the authorities having jurisdiction subsequent to the time of the signing of the Agreement which require modification to the Contract Documents, the Contractor shall notify LAKEHEAD UNIVERSITY in writing requesting direction immediately upon such variance or change becoming known to him. LAKEHEAD UNIVERSITY will make the changes required to the Contract Documents and the Contractor shall provide LAKEHEAD UNIVERSITY with a detailed breakdown of any increase or decrease in cost resulting from the change and LAKEHEAD UNIVERSITY may, in its sole discretion, increase or decrease the Contract Price by such amount as it deems appropriate in the circumstances.

- 9.6 If the Contractor fails to notify LAKEHEAD UNIVERSITY in writing and/or obtain his direction as required in GC9.5 and/or performs work contrary to any laws, ordinances, rules, regulations, codes and orders of the authorities having jurisdiction, the Contractor shall be responsible for and shall correct the violations thereof and shall bear the costs, expense and damages attributable to his failure to comply with the provisions of such laws, ordinances, rules, regulations, codes and orders and such costs, expenses and damages shall not result in any adjustment to the Contract Price.

- 9.7 The Contractor shall furnish all certificates that are required or given by the appropriate governmental authorities as evidence that the Services as performed conform with the laws and regulations of authorities having jurisdiction. The certificates are to be final certificates giving complete clearance of the Services, in the event that such governmental authorities furnish such certificates.

GC10 SAFETY AND PROTECTION

- 10.1 The Contractor shall:

10.1.1 comply with all standards, permits, by-laws, laws, ordinances, rules and regulations relating to the Services (including, without limitation, those relating to the preservation of the public health and construction safety);

10.1.2 be responsible for the safety of all workers and equipment on the Site in accordance with all applicable legislation;

10.1.3 provide and maintain adequate barricades, warning signs, "out of order" signs and all necessary safety precautions;

10.1.4 without restricting the generality of any other provision in the Contract, act as the "constructor" within the meaning of the *OH&S Act*, as amended and any regulation thereto, during the Services, undertake to carry out the duties and responsibilities of the "constructor", as set out in *OH&S Act*, and, without limiting the generality of the foregoing be solely responsible for construction safety in performing the Services and for compliance with the rules, regulations and practices required by *OH&S Act* and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Services; and

10.1.5 without restricting the generality of any other provision in the Contract, indemnify and hold harmless LAKEHEAD UNIVERSITY from any liability for claims, damages or penalties, including reasonable legal fees to defend any offences, arising from the Contractor's failure to comply with the duties, responsibilities and obligations of the "constructor" under *OHSA*;

- 10.2 The Contractor shall continuously protect the public, the Site, LAKEHEAD UNIVERSITY's property and property adjacent to the Site, and shall indemnify and hold harmless and LAKEHEAD UNIVERSITY from and against all Indemnified Items in connection with the Contract. The Contractor shall make good at its own expense any damage, injury or loss to the Site, LAKEHEAD UNIVERSITY's property or adjacent property caused by it, its employees, Sub-Contractors, their employees or anyone else for whom the Contractor is responsible whether or not such damage, injury or loss was caused by its or their negligence or otherwise.

- 10.3 In addition to and without restricting any other obligations or covenants herein, the Contractor agrees that it will:

10.3.1 comply in all respects with all Environmental Laws relating to the Site or the use of the Site and the performance of the Services;

10.3.2 promptly notify LAKEHEAD UNIVERSITY and the LAKEHEAD UNIVERSITY Designee in writing of any notice by any governmental authority alleging a possible violation of or with respect to any other matter involving any Environmental Laws relating to operations on the Site or relating to any person for whom it is in law responsible or any notice from any other party concerning any release or alleged release of any Environmental Contaminant;

10.3.3 permit LAKEHEAD UNIVERSITY and the LAKEHEAD UNIVERSITY Designee to:

(a) enter and inspect the Site and the operations conducted therein;

(b) conduct tests and environmental assessments or appraisals;

(c) remove samples from the Site;

(d) examine and make copies of any documents or records relating to the Services and interview the Contractor's staff, labour or any Sub-Contractors as necessary; and

(e) promptly notify LAKEHEAD UNIVERSITY and the LAKEHEAD UNIVERSITY Designee of the existence of any Environmental Contaminant on the Site.

10.4 In the event that the Contractor discovers any substance that is prescribed as a designated substance under *OH&S Act*, the Contractor shall immediately inform the LAKEHEAD UNIVERSITY Designee before proceeding with any portion of the Services that may disturb the substance, and follow principles set out in *OH&S Act* and its regulations.

10.5 The location of known friable material containing asbestos, if any, is set out in the Service Requirements under "Asbestos". With respect to asbestos:

10.5.1 the Contractor shall take appropriate precautions to avoid disturbing known or unknown friable material in accordance with the requirements of Regulations 278/05 and 279/05 of the *OHSA*, as amended;

10.5.2 any contamination of surrounding areas resulting from the disturbance of such material by the Contractor shall necessitate clean up and decontamination in accordance with Regulations 278/05 and 279/05, which be carried out at the Contractor's expense.

10.5.3 the LAKEHEAD UNIVERSITY Designee will authorize remedial work, if any, in writing. Such remedial work will be carried out in accordance with GC23 – UNSCHEDULED SERVICES.

10.5.4 the Contractor shall ensure that each of its employees or Sub-Contractors who is likely to come in contact with or be exposed to friable material containing asbestos, has been instructed in the requirements of Regulations 278/05 and 279/05, as amended.

10.6 Where the Contractor believes or has reason to believe that any system or equipment on the Site is unsafe, it shall take appropriate remedial action and immediately notify the LAKEHEAD UNIVERSITY Designee.

10.7 The Contractor shall comply with the Workplace Hazardous Materials Information System requirements, as contained in Regulation 860/90 of the *OH&S A*, as amended.

GC11 SUPERVISION

- 11.1 The Contractor shall provide skillful and efficient supervision of the Services.
- 11.2 A supervisor appointed by the Contractor shall represent and be in full charge of the operation of the Contractor in the performance of the Services and is authorized to accept any notice, consent, order, decision or other communication on behalf of the Contractor.
- 11.3 The Contractor shall provide LAKEHEAD UNIVERSITY and the LAKEHEAD UNIVERSITY Designee with the names, addresses and telephone numbers of any of its staff, including the supervisor, who may be contacted during non-working hours.

GC12 MATERIALS AND EQUIPMENT

- 12.1 Unless otherwise specified, all materials and equipment supplied for the Services shall be new shall be new, and all materials installed and Services shall be performed in accordance with the best modern practice. All cleaning materials and equipment shall have the maximum possible Canadian Content. Whenever the Contract Documents, or directions of the LAKEHEAD UNIVERSITY Designee admit of a reasonable doubt about what is permissible, and when they fail to state the quality of any Services, the interpretation that requires the best quality of Services is to be followed.
- 12.2 The Contractor shall indemnify and save harmless LAKEHEAD UNIVERSITY from and against all Indemnified Items arising from any interest of any person in a security agreement in which the materials incorporated into the Services provide security for such.
- 12.3 Materials, plant and equipment where described and named in the Contract Documents are done so in order to establish the requisite types and qualities.
- 12.4 Any materials other than the brand or manufacture in use or specified, or any restricted materials, delivered to the Site or intended to be used without the prior written approval of the LAKEHEAD UNIVERSITY Designee, may be removed from the Site at the expense of the Contractor, and the materials shall be replaced without additional cost to LAKEHEAD UNIVERSITY.
- 12.5 The Contractor shall maintain an adequate supply of materials, equipment and spare parts sufficient to ensure uninterrupted performance of the Services.
- 12.6 The Contractor shall not supply any materials that are made in a manner using ozone-depleting substances or that contain ozone-depleting substances, except in cases where the operation of existing equipment or systems in the Site requires the use of such materials, and where no acceptable substitutes are available.
- 12.7 All materials shall be used or applied in strict accordance with the original manufacturer's requirements and specifications.

GC13 CONTRACTOR'S LABOUR AND EMPLOYEES

- 13.1 Where applicable, all Services shall be executed by workers qualified and skilled in their trades/occupations. The *Trades Qualification and Apprenticeship Act* ("TQAA"), R.S.O. 1990,

Chapter T-17 and amendments and regulations thereto may apply to the performance of the Contract and limits the number of apprentices for some of the designated trades. LAKEHEAD UNIVERSITY or the LAKEHEAD UNIVERSITY Designee may require the Contractor to require its workers to produce a certificate of apprenticeship or certificate of qualification issued under the TQAA.

13.2 The Contractor shall comply with the requirements of the *Employment Standards Act, 2000*, S.O. 2000, c.41, as amended (the “ESA”), and all its regulations, including Ontario Regulation 287/01.

13.3 Without restricting the generality of the foregoing, in the case of the employees performing the Services at the Site, the Contractor shall keep its records for such employees up to date and, upon request by LAKEHEAD UNIVERSITY (the “Request Date”), submit to LAKEHEAD UNIVERSITY within seven (7) days of the date of the Request Date the following information regarding each employee, as provided for in Ontario Regulation 287/01 of the ESA:

13.3.1 the name, residential address and telephone number of each employee;

13.3.2 the employee’s job classification or job description;

13.3.3 the wage rate actually paid to the employee;

13.3.4 a description of any benefits provided to the employee, including the cost of each benefit and the benefit period to which the cost relates;

13.3.5 the number of hours that the employee works in a regular work week or if hours of work vary from week to week, the number of non-overtime hours for each week the employee worked during the 13 weeks preceding the Request Date);

13.3.6 the date on which the employer hired the employee;

13.3.7 any period(s) of employment of employee with previous employers at the Site attributed to the successor employer under subsection 10 of the ESA;

13.3.8 the number of weeks that each employee worked at the Site during the 26 weeks preceding the date on which the request was made for the information by LAKEHEAD UNIVERSITY. The 26-week period shall be extended by any period during which the provision of Services at the Site was temporarily discontinued. Also, the 26-week period shall be extended by any period during which the employee was on a leave of absence under Part XIV of the ESA; and

13.3.9 a statement indicating whether either of the following subparagraphs applies to the employee:

.1 The employee’s work, before the information request date, included providing building services at the Site, but the employee did not perform his or her job duties primarily at the Site the 13 weeks before the Request Date;

.2 The employee’s work included providing building services at the Site, but the employee was not actively at work immediately before the Request Date, and did not

perform his or her job duties primarily at the premises during the most recent 13 weeks of active employment.

- 13.4 The hours of work, rates of wages paid, terms of employment, and working conditions shall conform to all applicable legislation, labour agreements, orders and guidelines issued and amended from time to time by the Ontario Ministry of Labour and governing authorities.
- 13.5 The Contractor shall comply with all requirements set out in the Fair Wage Program. The hours of work, the rates of wages paid and the working conditions shall be in accordance with the Fair Wage Program and Fair Wage Rates or applicable legislation. The Contract Price shall remain fixed for the full term of the Contract. No price adjustment will be allowed. All additional labour costs resulting from any adjustments of the Fair Wage Rates during the term of this Contract shall be borne by the Contractor and shall be deemed to be included in the Contract Price.
- 13.6 The Contractor shall post and keep posted in a conspicuous place on the Site occupied or frequented by the Contractor's employees the Labour Conditions and appropriate schedule of Fair Wage Rates, and any revisions thereof subsequently made by the Ontario Ministry of Labour.
- 13.7 In the event that there are changes to the Fair Wage Rates the LAKEHEAD UNIVERSITY Designee will issue to the Contractor the revised schedules of Fair Wage Rates when they are issued by the Ministry of Labour. The Contractor shall immediately pay its employees, and ensure that all Sub-Contractors pay their employees, the revised rates as of the effective date of the revision.
- 13.8 In addition to the requirements in GG6.3 to obtain security clearances for employees prior to employees commencing work on the Site, the Contractor shall be update such security clearances on a yearly basis, or as required by the LAKEHEAD UNIVERSITY Designee. The Contractor shall be responsible for obtaining and paying for such security clearances and shall keep updated records of same and provide promptly to LAKEHEAD UNIVERSITY upon request. The LAKEHEAD UNIVERSITY Designee will specify acceptable authority(ies) for issuing such security clearances, which may include, but not be limited to, the Ontario Provincial Police, the local police department or prison, etc.. More than one authority may be required by LAKEHEAD UNIVERSITY, in its sole discretion. The Contractor shall provide to the requesting Site occupant the names, addresses, social insurance numbers and consents of its employees, and that of any Sub-Contractor's employees, performing the Services on the Site. Any person who is unable to obtain security clearance, or who refuses to consent to such security checks, shall not be permitted to work on the Site.
- 13.9 The Contractor and its Sub-Contractors shall report to the LAKEHEAD UNIVERSITY Designee or his/her representative at the Site when they arrive, and sign in and out at all times.
- 13.10 The Contractor shall maintain good order and discipline among the Contractor's and Sub-Contractor's employees engaged for the Services and shall not employ for the Services anyone not skilled in the tasks assigned. The Contractor shall, at the written request of LAKEHEAD UNIVERSITY, remove from the Site and require any Sub-Contractor to remove from the Site, any person employed for the Services who, in the opinion of LAKEHEAD UNIVERSITY, acting reasonably, are incompetent or have been performing their duties improperly, and the Contractor or Sub-Contractor shall not permit a person so removed to return to the Site.

GC14 SUB-CONTRACTORS

Designee, sub-contract either the whole or any part of the Services.

- 14.2 The Contractor shall require the Sub-Contractors to perform their work in accordance with the terms and conditions of the Contract Documents, as far as applicable. The Contractor shall incorporate the applicable terms and conditions of the Contract Documents into all contracts or written agreements with Sub-contractors and be as fully responsible to LAKEHEAD UNIVERSITY for the performance of all sub-contract work, and for acts or omissions of Sub-contractors and of persons directly or indirectly employed by them, as for acts and omissions of persons employed by the Contractor.
- 14.3 The Contractor shall not, without the prior written consent of the LAKEHEAD UNIVERSITY Designee, substitute any Sub-Contractor who has been named by it on the Bid Form.
- 14.4 Notwithstanding any other provision in the Contract Documents, the Contractor shall satisfy itself that any Sub-contractor is appropriately qualified, capable and experienced to perform and complete such portion of the Services as required by the Contract Documents.
- 14.5 Nothing contained in the Contract shall create any contractual relationship between any Sub-Contractor or supplier and LAKEHEAD UNIVERSITY or HMQ.

GC15 EXPIRY OF THE CONTRACT

- 15.1 At least **sixty (60)** days prior to the expiry of the Contract (or of any extension term), the Contractor shall call for an inspection of the Service Area by LAKEHEAD UNIVERSITY, to take place within thirty (30) days from notification. If the Contractor has not called for such an inspection, the LAKEHEAD UNIVERSITY Designee may arrange for such an inspection.
- 15.2 If there are any deficiencies in the Service Area determined by the inspection, they shall be listed by the LAKEHEAD UNIVERSITY Designee and provided to the Contractor in writing within five (5) days of his inspection. Failure to include an item on the list does not alter the responsibility of the Contractor to complete the Services nor be deemed to preclude LAKEHEAD UNIVERSITY from claiming further deficiencies.
- 15.3 The Contractor shall correct any deficiencies noted by the LAKEHEAD UNIVERSITY Designee, at no cost to LAKEHEAD UNIVERSITY, prior to final Contract payment being released to the Contractor.

GC16 WARRANTIES

- 16.1 Certain building elements and/or equipment may, at the commencement of the Contract, be subject to existing warranties. The Contractor shall in performing the Services preserve the validity of existing warranties. Before replacing, repairing or modifying any equipment the Contractor shall determine if such warranties are applicable and shall provide written notification to the LAKEHEAD UNIVERSITY Designee prior to proceeding with any remedial work.
- 16.2 The Contractor shall warrant all new equipment installed by it or its Sub-Contractors, for a period of one (1) year from the date of installation, as certified by the LAKEHEAD UNIVERSITY Designee. The Contractor shall, upon installation, obtain and submit to the LAKEHEAD UNIVERSITY Designee all manufacturers' warranties.

GC17 RECORDS AND AUDIT

- 17.1 The Contractor shall maintain and keep full, detailed, complete and accurate original accounts and records of all of the Work and of any and all items comprising the Contract Fee and any other costs (including, but not limited to, labour and material costs) paid by LAKEHEAD UNIVERSITY to the Contractor pursuant to the Contract, in accordance with generally accepted accounting principles and in a form satisfactory to LAKEHEAD UNIVERSITY (including, without limitation, all tangible records, documents, computer printouts, electronic information, books, plans, drawings, specifications, accounts, invoices, or other information relating to the Services, sub-contracts with Sub-Contractors) (collectively, the "Services Records") in its office in Ontario for a period of time from the Commencement Date to the date that is the later of (a) that required by law or (b) seven (7) years from the Expiry Date or (c) until all claims (which means any claim, demand, liability, damage, loss, cost, expense, suit, action or cause of action) have been settled ("Inspection Period").
- 17.2 In addition to other rights of inspection contemplated in the Contract Documents, the Contractor shall allow LAKEHEAD UNIVERSITY access to and the right to audit the Services Records (at any time and all times) during the Inspection Period. It is understood and agreed that LAKEHEAD UNIVERSITY shall provide the Contractor with five (5) business days' prior written notice of its requirement for such access and audit along with the reasons for LAKEHEAD UNIVERSITY requiring such access and audit. In addition, the Contractor shall promptly provide, at the sole cost of the Contractor (without any adjustment to the Contract Price), a certified copy of any part of the Services Records required by LAKEHEAD UNIVERSITY when requested by LAKEHEAD UNIVERSITY.
- 17.3 The Contractor shall ensure that equivalent provisions to those provided herein are made in each sub-contract for any part of the Services in order to, among other things, provide LAKEHEAD UNIVERSITY with access to and the right to audit Services Records as contemplated herein.

GC18 SEPARATE CONTRACTS WITH OTHER CONTRACTORS

- 18.1 LAKEHEAD UNIVERSITY reserves the rights to award separate contracts for work in connection with the Site and Service Area to Other Contractors.
- 18.2 The Contractor shall, to the satisfaction of the LAKEHEAD UNIVERSITY Designee:
- 18.2.1 coordinate and cooperate with the work of Other Contractors and perform the Services with care and diligence so as to ensure that LAKEHEAD UNIVERSITY and Other Contractors will be in a position to proceed according to schedule with their work and/or services;
- 18.2.2 allow Other Contractors or workers, together with their plant, equipment and material, access to the Site.
- 18.3 The Contractor shall give the LAKEHEAD UNIVERSITY Designee prompt written notice of any defect in, or any conflict occasioned by, the work of Other Contractors. In the absence of such written notice, the Contractor shall have no claim against LAKEHEAD UNIVERSITY by reason of the conflict or defective work of Other Contractors. LAKEHEAD UNIVERSITY shall be responsible for the coordination of fire and other insurance coverage related to separate contracts.

and obligations of LAKEHEAD UNIVERSITY pursuant to such Other Agreements in effect after the Commencement Date, insofar as such performance is consistent with the terms of this Contract and any subsequent instruction received from time to time from LAKEHEAD UNIVERSITY or the LAKEHEAD UNIVERSITY Designee. Once any Other Agreement has expired or is terminated in accordance the terms of such Other Agreement, the Contractor will assume full responsibility for the services contemplated by such Other Agreement and perform these in accordance with the provisions of this Contract and the Contract Documents.

GC19 NON-LIABILITY/INDEMNIFICATION OF LAKEHEAD UNIVERSITY AND CONTRACTOR'S INSURANCE

- 19.1 The Contractor agrees that LAKEHEAD UNIVERSITY shall not be liable for any injury (including death) or damage to any officer, employee or agent of the Contractor, or for the loss or damage to the property of the Contractor or its officers, employees or agents in any manner based upon, occasioned by or in any way attributable to the Services under the Contract, unless the injury, loss or damage was caused by the negligence of an employee of LAKEHEAD UNIVERSITY while acting within the scope of his or her employment.
- 19.2 The Contractor agrees that the Contractor shall at all times indemnify and save harmless LAKEHEAD UNIVERSITY, and their respective agents, appointees, directors, officers, employees or independent contractors from and against all Indemnified Items by whomsoever made, sustained, brought or prosecuted, including third party bodily injury (including death), personal injury and property damage, in any way based on, occasioned by or that is attributable to anything done or omitted to be done by, the Contractor, its Sub-contractors or their respective agents, appointees, directors, officer, employees or independent contractors in the course of performance of the obligations in of the Contractor's obligations under, or otherwise in connection with, this Contract. The Contractor further agrees to indemnify and hold harmless LAKEHEAD UNIVERSITY, and the LAKEHEAD UNIVERSITY Designee and their respective agents, appointees, directors, officers, employees or independent contractors for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by an person entity or organization, including without limitation LAKEHEAD UNIVERSITY, claimed or resulting from such Indemnified Items. The obligations contained in this paragraph shall survive the termination or expiry of the Contract.
- 19.3 The Contractor shall indemnify and hold harmless LAKEHEAD UNIVERSITY, the Owner, the LAKEHEAD UNIVERSITY Designee and their respective agents, appointees, directors, officers and employees from and against any and all Indemnified Items (including legal fees on a solicitor and client basis and consultants' fees and expenses) resulting from:
- 19.3.1 any legal or administrative action commenced by, or claim made or notice from, any third party, including, without limitation, any governmental authority, to or against the LAKEHEAD UNIVERSITY, , the LAKEHEAD UNIVERSITY Designee and their respective agents, appointees, directors, officers and employees and pursuant to or under any Environmental Laws or concerning a release or alleged release of Environmental Contaminant at the Site into the environment and related to or as a result of the operations of the Contractor, or those acting under its authority or control at the Site, and any and all costs associated with air quality issues, if any; and
- 19.3.2 any breach of or non-compliance with the environmental covenants of the Contractor in the Contract Documents.

- 19.4 Without restricting the generality of any other provisions in the Contract Documents, the Contractor shall **put in effect, maintain, and pay for the insurance coverage specified in this GC19 – NON-LIABILITY/INDEMNIFICATION OF LAKEHEAD UNIVERSITY AND CONTRACTOR'S INSURANCE** and such other necessary and appropriate insurance for a prudent contractor in the circumstances. Prior to commencement of the Services and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Contractor shall promptly provide LAKEHEAD UNIVERSITY with confirmation of coverage in the form of a valid Certificate of Insurance and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements.
- 19.5 The Contractor shall maintain, at its own expense, commercial general liability insurance covering the Site and Services Area, and acceptable to LAKEHEAD UNIVERSITY and subject to limits not less **than five million (\$5,000,000.00)** dollars inclusive per occurrence for bodily injury, death, personal injury, and damage to property including loss of use thereof.
- 19.6 Coverage shall include but not be limited to the following: premises, property, products and completed operation, elevators, employer's liability and voluntary compensation, contractual liability, non-owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles.
- 19.7 The policy shall include LAKEHEAD UNIVERSITY as an additional insured, but only in respect of operations performed by or on behalf of the Contractor and not in respect of any act or omission by LAKEHEAD UNIVERSITY, or any of their officers directors, agents, appointees or employees. In addition, the policy shall contain a cross liability clause.
- 19.8 The Contractor shall submit an executed Certificate of Third Party Liability Insurance for Operation and Maintenance Contracts on the form forwarded to it by the LAKEHEAD UNIVERSITY Designee. The completed certificate must be delivered to the LAKEHEAD UNIVERSITY Designee before the Contractor commences the Services. LAKEHEAD UNIVERSITY reserves the right to approve or reject the insurance company chosen by the Contractor.
- 19.9 All such insurance shall be maintained until the Expiry Date of the Contract; except that coverage for completed operations liability shall in any event be maintained **for two (2) years** following the Expiry Date or termination of the Contract.
- 19.10 In addition to the requirements of GC6.1, the Contractor shall furnish LAKEHEAD UNIVERSITY with evidence of the Contractor's good standing before the Workplace Safety and Insurance Board in accordance with the requirements of the *Workplace Safety and Insurance Act, 1997*, S.O. 1997, c. 16, Sched. A (the "*Workplace Safety and Insurance Act, 1997*") as required by LAKEHEAD UNIVERSITY during the term of the Contract, and in any event prior to the expiry of any clearance certificate. Where the Contractor is not under or can opt out of Workplace Safety and Insurance Board coverage, employer's liability and voluntary compensation coverage satisfactory to LAKEHEAD UNIVERSITY must be provided. The Contractor covenants and agrees to pay when due, and to ensure that each of its Sub-Contractors pays when due, all amounts required to be paid by it and its Sub-Contractors, from time to time during the term under the *Workplace Safety and Insurance Act, 1997*, failing which LAKEHEAD UNIVERSITY shall have the right, in addition to and not in substitution for any other right it may have pursuant to the Contract or otherwise at law or in equity, to pay to the Workplace Safety and Insurance Board any amount due pursuant to the *Workplace Safety and Insurance Act, 1997*.

GC20 CONTRACT SECURITY**20.1 Not applicable.****GC21 CHANGES IN THE SERVICES**

- 21.1 LAKEHEAD UNIVERSITY may, at any time and without invalidating the Contract, order changes to the Services by altering, adding to, or deducting from the levels (including quantities, frequencies, days, hours, etc.) and/or standards of the Services. Such changes to the Services do not include Unscheduled Services as described in GC23 – UNSCHEDULED SERVICES. Such changes to the Services may include, but are not limited to:
- 21.1.1 addition or removal of Work Routines for any individual building in the Site;
 - 21.1.2 removal any individual building from the Contract;
 - 21.1.3 addition of any individual building or facility to the Contract.
- 21.2 When LAKEHEAD UNIVERSITY requires a change to the Services, the LAKEHEAD UNIVERSITY Designee will provide to the Contractor a written notice, including a description of the specific adjustments to the Services and the affected portions of the Site.
- 21.3 Within thirty (30) days of receipt of such written notice, the Contractor shall provide to the LAKEHEAD UNIVERSITY Designee for the LAKEHEAD UNIVERSITY Designee's review and recommendation and subsequent approval of LAKEHEAD UNIVERSITY, a fully itemized written estimate of the proposed changes and the proposed impact on the Contract Price, if any. At LAKEHEAD UNIVERSITY's or the LAKEHEAD UNIVERSITY Designee's request, the Contractor shall provide additional detail and back-up documentation to substantiate the reasonableness of these amounts provided by the Contractor.
- 21.4 The decrease in the Contract Price relating to the removal of any individual building from the Contract pursuant to 22.1.2 will be based on the monthly cost for that building as negotiated by the Contractor and the LAKEHEAD DESIGNEE
- 21.5 If LAKEHEAD UNIVERSITY accepts the Contractor's proposal for the adjustment to the Contract Price for the change in the Services, the LAKEHEAD UNIVERSITY Designee will issue a written order for the change in the Services. If LAKEHEAD UNIVERSITY does not accept the proposal, the adjustment to the Contract Price relating to a change in the Services shall be negotiated between LAKEHEAD UNIVERSITY and the Contractor and, once such negotiations are complete, the LAKEHEAD UNIVERSITY Designee will issue a written order for the change in the Services.
- 21.6 The Contractor shall perform the change in the Services in accordance with such written orders as if they had appeared in and been part of the Contract Documents.
- 21.7 No changes in the Services or to the Service Area shall be carried out unless authorized in writing and signed by the LAKEHEAD UNIVERSITY Designee.
- 21.8 LAKEHEAD UNIVERSITY reserves the right to call competitive bids for changes in the Services or Service Area.

GC22 REPAIRS

- 22.1 Routine repairs included in Maintenance and Minor Repairs are required to be performed by the Contractor pursuant to the Contract Documents and are included in Contract Price.
- 22.2 Where a Repair other than a Minor Repair is required, the Contractor shall immediately notify the LAKEHEAD UNIVERSITY Designee.
- 22.3 The LAKEHEAD UNIVERSITY Designee shall request that the Contractor submit a written proposal to provide the Repair. The Contractor shall provide such proposal to the LAKEHEAD UNIVERSITY Designee within five (5) days of the LAKEHEAD UNIVERSITY Designee's request. The proposal must include details regarding the Contractor's costs for its labour (based on the rates paid to its own staff as outlined in the Bid Form and not to Sub-Contractors), materials (being the wholesale price of the components after deducting the normal trade discounts) and the Contractor's fee. The Contractor's fee for providing the Repair using its own staff shall not exceed fifteen (15%) percent of the total cost to the Contractor of labour and materials.
- 22.4 The Contractor's fee for providing the Repair using Sub-Contractors shall be negotiated by LAKEHEAD UNIVERSITY and the Contractor, but in any event, should not exceed the total of cost to the Contractor (being the Sub-Contractor's overhead and fee), plus ten (10%) percent.
- 22.5 Once the Contractor has provided its proposal for the Repair to the LAKEHEAD UNIVERSITY Designee, LAKEHEAD UNIVERSITY may, in its sole discretion, require that the Contractor obtain three (3) additional quotations for the costs of such Repair and resubmit its proposal to LAKEHEAD UNIVERSITY based on the additional quotations.
- 22.6 If LAKEHEAD UNIVERSITY accepts the Contractor's proposal, the LAKEHEAD UNIVERSITY Designee will issue a written order for the Repair. The Contractor will perform the Repair in accordance with such written order as if it had appeared in and been part of the Contract Documents.
- 22.7 LAKEHEAD UNIVERSITY reserves the right to reject the Contractor's proposal to perform the Repairs using its own labour or using Subcontractors and may instead either retain Other Contractors to perform such Repairs or call competitive bids for such Repairs.
- 22.8 The first one thousand dollars of the cost of each individual Repair with a cost that exceeds one thousand (\$1000) dollars (being either the Contractor's cost of labour and materials prior to adding the Contractor's fee or the Contractor's Sub-Contractor's costs prior to adding the Contractor's fee) shall be included in the Contract Price. LAKEHEAD UNIVERSITY will only pay the Contractor for the costs of the Repair that exceed one thousand (\$1000) dollars for each Repair. For greater certainty, LAKEHEAD UNIVERSITY will only pay the Contractor fees applicable to the Contractor's costs that exceed one thousand (\$1000) dollars.
- 22.9 The Contractor shall provide LAKEHEAD UNIVERSITY with invoice detailing costs in respect of all Repairs conducted, including details for costs under one thousand (\$1,000) dollars.

GC23 UNSCHEDULED SERVICES

- 23.1 In the event that the Contractor is requested by the LAKEHEAD UNIVERSITY Designee to perform Unscheduled Services, the Contractor shall, within five (5) days of receipt of the

request, provide to the LAKEHEAD UNIVERSITY Designee for the LAKEHEAD UNIVERSITY Designee's review and recommendation and subsequent approval of LAKEHEAD UNIVERSITY, a fully itemized written proposal for performing the Unscheduled Service(s).

- 23.2 The proposal must include details regarding the Contractor's costs for its labour (based on the rates paid to its own staff as outlined in the Bid Form and not to Sub-Contractors), materials (being the wholesale price of the components after deducting the normal trade discounts) and the Contractor's fee. The Contractor's fee for providing the Unscheduled Service using its own staff shall not exceed fifteen (15%) percent of the total cost to the Contractor of labour and materials.
- 23.3 The Contractor's fee for providing the Unscheduled Service using Sub-Contractors shall be negotiated by LAKEHEAD UNIVERSITY and the Contractor, but in any event, shall not exceed the total of cost to the Contractor (being the Sub-Contractor's overhead and fee), plus ten (10%) percent.
- 23.4 If LAKEHEAD UNIVERSITY accepts the Contractor's proposal, the LAKEHEAD UNIVERSITY Designee will issue a written order for the Unscheduled Service(s). The Contractor will perform the Unscheduled Service(s) in accordance with such written order as if it had appeared in and been part of the Contract Documents.
- 23.5 LAKEHEAD UNIVERSITY reserves the right to reject the Contractor's proposal to perform the Unscheduled Service using its own labour or using Subcontractors and may instead either retain Other Contractors to perform such Unscheduled Service or to call competitive bids for such Unscheduled Service.

GC24 PAYMENTS

- 24.1 The Contractor shall agree with the LAKEHEAD UNIVERSITY Designee on a day at the end of each month upon which the Contractor will submit proper and detailed invoices for approval and due processing.
- 24.2 The Contractor shall provide in its initial invoice and on each subsequent invoice:
- 24.2.1 any adjustments to the Contract Price as authorized by LAKEHEAD UNIVERSITY through a written order; and
- 24.2.2 all approved charges, including charges for Repairs not included in the Contract Price which are to be separately billed on a monthly basis.
- 24.3 The Contractor shall provide a monthly report with all backup documentation as outlined in his schedule of work routine for the approval of the LAKEHEAD UNIVERSITY Designee. This report shall accompany each monthly invoice and shall be tabbed and indexed by building and by Work Routine.
- 24.4 The LAKEHEAD UNIVERSITY Designee shall, within ten (10) days of receipt of an invoice, approve, amend or reject the amount for payment. The LAKEHEAD UNIVERSITY Designee will advise the Contractor promptly in writing of amendments made to the invoice or indicate why it is not satisfactory.
- 24.5 Providing that the invoice is satisfactory to LAKEHEAD UNIVERSITY, LAKEHEAD

UNIVERSITY shall, not later than thirty (30) days after the date of approval by the LAKEHEAD UNIVERSITY Designee, make payment to the Contractor in the amount approved.

- 24.6 LAKEHEAD UNIVERSITY will maintain the appropriate holdbacks, where applicable, in respect of the Services performed, including but not limited to the holdbacks under the *Construction Lien Act*, R.S.O. 1990, C.30, as amended.
- 24.7 LAKEHEAD UNIVERSITY reserves the right to set-off or hold back a part or the whole of any payment if, in the opinion of LAKEHEAD UNIVERSITY or the LAKEHEAD UNIVERSITY Designee, the Contractor has failed to comply with any requirement of the Contract. This right of set-off includes but is not limited to LAKEHEAD UNIVERSITY's right to set-off on account of provincial taxes and non-compliance with any applicable tax statutes by the Contractor.

GC25 DELAYS

- 25.1 Should the performance of the Services be delayed due to an act or omission of the Contractor or any of its Sub-Contractors, LAKEHEAD UNIVERSITY reserves the right to hold back, set off or recover from the Contractor, and the Contractor shall be liable to LAKEHEAD UNIVERSITY for, any and all damages that LAKEHEAD UNIVERSITY incurs as a consequence of such delay.
- 25.2 The Contractor will be excused for any delays in the performance of the Services to the extent that such delays are caused by acts of God, strikes, lockout, acts of public utilities or public bodies beyond the reasonable control of the Contractor, or by any act or omission of LAKEHEAD UNIVERSITY, and are not avoidable by the exercise of reasonable foresight by the Contractor, provided however, that the Contractor shall notify the LAKEHEAD UNIVERSITY Designee in writing of the occurrence of and reason for any such delay within twenty-four (24) hours of the commencement of the cause thereof. Failing such notice, the Contractor shall be subject to the conditions above.
- 25.3 Notwithstanding the foregoing, the Contractor shall use best efforts to minimize the impact of such event upon the performance of the Services.

GC26 LAKEHEAD UNIVERSITY'S RIGHT TO TERMINATE CONTRACT

- 26.1 LAKEHEAD UNIVERSITY reserves the right to terminate the Contract immediately upon giving written notice to the Contractor in the event of the Contractor being adjudged bankrupt or making a general assignment for the benefit of its creditors, or a receiver being appointed on account of the Contractor's insolvency.
- 26.2 In the event of the Contractor:
- 26.2.1 neglecting or failing to perform the Services properly or diligently and in accordance with the Contract;
 - 26.2.2 refusing or failing to pay wages, in full or in part, to any of its employees, suppliers or Sub-Contractors in accordance with governing legislation;
 - 26.2.3 refusing or failing to supply an adequate number of staff or an adequate amount of materials and/or equipment;
 - 26.2.4 disregarding pertinent laws, regulations, by-laws, ordinances or the pertinent instructions

26.2.5 failing to comply with any provision of the Contract, such an act or omission constitutes a default by the Contractor under the Contract, for which LAKEHEAD UNIVERSITY reserves the right to give written notice to the Contractor of such default and prescribe a time within which the Contractor shall rectify such default.

26.3 Where the Contractor fails to rectify its default within the time prescribed by LAKEHEAD UNIVERSITY, LAKEHEAD UNIVERSITY further reserves the right to immediately terminate the Contract, upon giving written notice of termination to the Contractor.

26.4 LAKEHEAD UNIVERSITY may terminate this Contract at any time without cause, in whole or in part, by giving the Contractor thirty (30) days written notice and payment of all approved invoices for services performed by the Contractor under the Contract, to the date of the termination without any claim from or liability to the Contractor, including without limiting the generality of the foregoing, all direct and indirect losses including any loss of anticipated profits, occasioned by or arising out of the early termination of the Contract.

GC27 SETTLEMENT OF DISPUTES

27.1 In the event of any dispute or claim arising between LAKEHEAD UNIVERSITY, or the LAKEHEAD UNIVERSITY Designee acting on LAKEHEAD UNIVERSITY's behalf, and the Contractor as to their respective rights and obligations under the Contract, either party hereto may give the other written notification of such dispute or claim. The notification of dispute or claim shall be made within fourteen (14) days of the dispute or cause of action arising. If the dispute or claim cannot be resolved to the satisfaction of both parties, the parties may between themselves agree to submit the particular matter to arbitration in accordance with the applicable laws of Ontario. If no agreement is made for arbitration then either party may submit the dispute to such judicial tribunal as the circumstances may require.

END OF GENERAL CONDITIONS

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1 GENERAL: Conform the General Conditions of the Contract

- 1.1 Study all Contract Documents to determine extent of work required.
- 1.2 In this document, the term *Lakehead Designee* shall refer to that person or from time to time his/her own designee, designated by Lakehead University to have authority to bind the University in matters related to the direction, execution and interpretation of this Contract, and will normally be the primary point of contact for the Contractor.
- 1.3 For the purposes of this Contract, the following Building Designations shall apply: *Bora Laskin BL, Music Visual Arts MV, Library LI, PACI PA, 1294 Balmoral NO, ATAC AT, NOSM MS, 874 Tungsten MP, Munro Street LUACF & Pre-Clinical, CJ Sanders SB, and Hanger SH.*

2 DESCRIPTION OF SERVICES

- 2.1 Provide comprehensive janitorial and related building services in cost-effective, operationally satisfactory and environmentally safe manner in order to:
 - 2.1.1 Maintain performance and operating efficiency of all building systems and services at optimum level in accordance with operating parameters and design features of original specifications and established criteria that will meet or exceed *APPA Level 3 Cleaning Standards*;
 - 2.1.2 Prolong functional/operational life of building finishes, systems, plant, and equipment up to at least projected life of such systems, plant, and equipment, as determined by original manufacturer;
 - 2.1.3 Properly safeguard and protect buildings, personnel, and property to create a safe and secure environment for occupants;
- 2.2 Comply with all applicable federal, provincial, and municipal laws, regulations, by-laws, orders, and codes, governing Services.
- 2.3 Supply and pay for all labour, supervision, material, plant, consumables, tools, equipment and services necessary for Services, which *include, but are not limited to*:
 - 2.3.1 Cleaning and Maintenance of the buildings and/or equipment herein described;
 - 2.3.2 Planned and routine preventive maintenance on building finishes and systems;
 - 2.3.3 Emergency Service (subject to conditions herein specified);
 - 2.3.4 Repairs, replacements and supply of consumable materials (subject to conditions herein specified), including but not limited to: cleaning supplies and equipment, hygienic paper products, hand-soaps, and other as specified herein.
 - 2.3.5 Periodic inspection and servicing;
 - 2.3.6 Tests and analyses as requested / required;
 - 2.3.7 Provision of building cleaning and maintenance services herein described;

2.3.9 Compliance with the Environmental Protection Act, Occupational Health and Safety Act and related regulations, APPA, and *Green Seal™* Environmental Standards GS-42

2.4 Additional Services:

2.4.1 From time to time there may be “special functions” occurring in some area of the facility. Contractor will respond to the requirements of these functions, with costs to be billed in accordance with rates stated on the Tender Form.

2.5 Building systems and/or equipment included in this Contract include, but are not limited to, those listed below, and more specifically described and detailed herein, and in Section 00820, Work Routines, Schedule 1:

2.5.1 - General Offices, Corridors, Stairwells, Entrance Lobbies, Stairs and Common Areas

- Classrooms & Labs
- Gymnasiums
- Auditoriums
- Washrooms
- Service Areas
- Utility Rooms (as required and under supervision of Lakehead Designee)
- Lecture Halls and Study Areas

2.6 Building services included in Contract are listed below, and more specifically described and detailed herein, and in Section 01820, Work Routines.

2.6.1 Janitorial Services

2.6.2 Low Window Cleaning at entrances

2.6.3 Snow and Ice Clearing (entranceways as required)

2.6.4 Recyclable Waste Collection and Management Services;

2.7 Perform Services at Sites located at:

2.7.1 **Lakehead University – Thunder Bay campus – Buildings BL, LB, AT, MV, NO, PA, SB, SH, MP, Munro Street, SN, & MS**
955 Oliver Road.
Thunder Bay, Ontario

3 SECURITY CLEARANCE OF EMPLOYEES

3.1 Workers on Site will be subject to security checks and will be required to obtain security clearance from a recognized Police Agency before commencing to perform Work. Security checks will be for Contractor’s workers and any Sub-Contractors workers performing work on Site.

3.2 Any worker who is unable to obtain security clearance, or who refuses to consent to such security checks, upon notice by Lakehead to Contractor, shall not be permitted to work on Site.

- 3.3 During course of Work, new workers not included in original submission shall likewise be subject to security check. Such new workers shall not be allowed on Site until clearance is obtained.

4 CONTRACTOR'S STAFF

- 4.1 Supply throughout term of Contract all staff required for Services described herein, but at a minimum level per Table #1 below.

TABLE 1 – MINIMUM STAFFING REQUIREMENTS

Building	Shift	Summer (May 1 till Aug 31)	Term (Sep 1 till Apr 30)
Bora Laskin	Day Shift	1 day porter 2hr x 5 days/wk	1 day porter 2hr x 5 days/wk
	Evening Shift		
	Night Shift	2 staff	2 staff
PACI	Day Shift	1 day porter	1 day porter 2hr x 5 days/wk
	Evening Shift		
	Night Shift	1 staff	2 staff
Medical School	Day Shift	1 day staff	1 day staff
	Evening Shift		
	Night Shift		
ATAC	Day Shift	1 day porter 2hr x 5 days/wk	1 day porter 2hr x 5 days/wk
	Evening Shift		
	Night Shift	3 staff	4 staff
Music Visual Arts	Day Shift		
	Evening Shift		
	Night Shift	1 staff 5 hours / day	1 staff 5 hours / day
Library	Day Shift	1 day person	1 day person
	Evening Shift		
	Night Shift	2 staff	3 staff
1294 Balmoral	Day Shift		
	Evening Shift		
	Night Shift	1 staff	1 staff
Tungsten	Day Shift		
	Evening Shift		
	Night Shift	1 staff 2 hours / day	1 staff 2 hours / day

- 4.1.1 Supply operating staff with qualifications as defined in Section 4.1.2 and adequate supervisory staff with qualifications as defined in Section 5.3.
- 4.1.2 Perform and complete the Services using capable and qualified staff experienced in such Services and possessing all applicable certificates and licenses required by appropriate controlling agencies, including where applicable, WHMIS, safe chemical handling and employer Health and Safety training acceptable to the Lakehead Designee.
- 4.2 Except as specified otherwise, provide sufficient permanent qualified operating staff to perform daily janitorial and related periodic maintenance work in accordance with requirements of Contract.
 - 4.2.1 Contractor's operating staff will have following minimum requirements:
 - 4.2.2 Thorough knowledge of cleaning procedures and safe handling of chemical cleaning agents, pertaining to the execution of the work described herein.
 - 4.2.3 Sufficient and pertinent experience in undertaking janitorial services in an occupied environment.
- 4.3 Provide sufficient permanent qualified staff to perform work routines in accordance with the requirements of the Contract.
- 4.4 Provide for backup staff to maintain continuity of service
 - 4.4.2 Have qualifications equal to those specified in paragraph 4.1.2 above.
 - 4.4.3 Be fully familiar with all janitorial and maintenance requirements, and administrative arrangements.
- 4.5 Provide all necessary supervision, training, administration, engineering and technical support, assistance and control for staff.

5 SUPERVISION & CO-ORDINATION OF SERVICES

- 5.1 Supervise and coordinate all phases of Services and cooperate fully with all authorized representatives of Lakehead and other Contractors during performance of Services.
- 5.2 Designate experienced supervisor, who will be fully authorized to supervise Contractor's staff, ensure that Services are properly carried out, and deal with Lakehead Designee on all activities related to the Contract.
- 5.3 Supervisor shall have necessary technical knowledge and skills in understanding the requirements of the contract, and the ability to direct staff.
- 5.4 All Contractor staff shall be fully trained in WHMIS and use of / operation of all equipment, cleaning chemicals and materials used on this site. All staff working at the site shall receive a 1 hour Safety / Orientation Training session and certification provided at no cost by Lakehead on site. Session times and dates TBA.

6 OPERATING REQUIREMENTS

- 6.1 Be fully familiar with all building areas, security requirements, equipment, and operating and maintenance requirements necessary for complete and satisfactory performance of Services; study all available operating and maintenance instructions, manufacturers' manuals, drawings and specifications; attend any training by applicable manufacturers/suppliers of finishes systems and equipment; and participate in any systems and equipment tests and demonstrations.
- 6.2 Implement and maintain **all energy conservation methods and procedures** required by Lakehead while maintaining satisfactory environment conditions throughout Service Areas.
- 6.3 Perform such operating activities under Contract associated with day-to-day operation of building systems covering janitorial and waste removal.
 - 6.3.1 Undertake and schedule all activities and functions so as to ensure uninterrupted building services;
 - 6.3.2 Provide reports and recommendations to the Lakehead Designee on operational activities in building, including effectiveness and efficiency of building supplies and equipment;
 - 6.3.3 Maintain a comprehensive archive of up to date *WHMIS* sheets on site for all materials used
 - 6.3.4 Undertake regular quality inspections carried out by Supervisors, and take action as required

7 DAY-TO-DAY MAINTENANCE REQUIREMENTS

- 7.1 Perform such maintenance activities under Contract associated with day-to-day maintenance including but not limited to:
 - 7.1.1 Cleaning and housekeeping generally, of Offices, Common areas, Corridors, Entrances, Classrooms, Washrooms, Science Labs, Lecture Halls, Auditoriums, Gymnasiums, Dining areas, Storage, Equipment and Special Use areas, and mechanical, electrical and telephone rooms on occasion as directed.

8 PREVENTIVE MAINTENANCE

- 8.1 Carry out all such work as detailed in Work Routines in Section 01820.
- 8.2 Where there is no established work routine for particular building element, develop and submit to Lakehead Designee for approval, suitable work routines for such elements within thirty (30) days of start of Contract.
- 8.3 Frequencies specified in Work Routines are minimums. If Maintenance and servicing are required more frequently due to manufacturer's specifications and recommendations or to maintain high operational efficiency, then include such frequencies of Maintenance and servicing in Contract Sum.
- 8.4 Schedule Services to minimize disruption of activities of, and inconvenience to, Site occupants.
- 8.5 Where Preventive Maintenance work cannot be performed during normal working hours, perform such work after normal working hours and/or weekends and holidays. The cost shall be borne by Contractor.

9 LOGGING & REPORTING

- 9.1 Maintain on Site hard-bound, page-numbered Building Log Book, to be filled out by shift supervisory staff. Daily dated entries shall include:
- 9.1.1 All work performed in building, whether such work is performed by Contractor, Sub-contractors or Other Contractors;
 - 9.1.2 Names of Staff or Sub-contractor/Other Contractor that performed the work;
 - 9.1.3 Any unsatisfactory condition found and corrective action taken;
 - 9.1.4 Records of every emergency call received and start and completion times of activity arising from such call.
- 9.2 Maintain entries in Building Log Book in ink, legible, consecutive, without blanks, and make available for inspection by Lakehead Designee at any time.
- 9.3 Submit to Lakehead Designee in electronic format, all records and reports, showing work completed, explaining abnormal conditions and action taken. Submit reports related to repairs, breakdowns, and emergency service, to Lakehead Designee immediately after such occurrence.
- 9.4 Track relevant data and submit to Lakehead Designee all information required to satisfy reporting requirements of the Authorities having jurisdiction and related regulations.
- 9.5 Where applicable, inform Lakehead Designee of environmental incidents and report such incidents to responsible regulatory authority.

10 EMERGENCY SERVICE

- 10.1 Respond to all requests for emergency / additional service, in accordance with requirements detailed herein.
- 10.2 Give priority to Emergency Service requests from authorized personnel.
- 10.3 Respond to emergency requests 24 hours a day, 7 days a week, and provide on-site service **within 1 hour**.
- 10.3.1 Provide and maintain all necessary communication arrangements with staff and any Sub-Contractors to ensure that this type of service is provided.
 - 10.3.2 Have arrangements in place for delivery of supplies and/or materials, and have staff and facilities available to perform and complete any Emergency Service work within minimum possible time.
- 10.4 Immediately upon award of Contract, submit to Lakehead Designee for approval, "Instructions for Emergency Service" which shall detail procedures to be followed, i.e. names and telephone numbers, in accordance with requirements of Contract.

11 MATERIALS, SUPPLIES AND REPLACEMENT PARTS

- 11.1 Conform to General Conditions of the Contract as amended
- 11.2 Routine maintenance is required to be performed by the Contractor pursuant to the Contract Documents and is included in Contract Price.

12 INTERIOR LIGHTING (LOW FIXTURES)

- 12.1 Except as specified otherwise, include in Contract Sum supply of all labour, equipment, and services necessary to replace burnt-out or defective lamps with new lamps, as required, for full term of Contract. This requirement to apply to fixtures mounted below 16' above finished floor.
 - 12.1.1 Cost of the supplying of lamps shall **not** be included in Contract. Notwithstanding, labour costs to replace burnt-out or defective lamps and bulbs, shall be included in Contract Sum.
 - 12.1.2 Replacement of defective ballasts, defective breakers, broken or defective sockets, and broken lenses and hardware are **not** included in the Contract;
 - 12.1.3 Cleaning of lighting fixture bodies and lenses, as required, while replacing burnt-out lamps is included in the Contract.
 - 12.2 All new lamps shall suit and be compatible with existing installations. Develop and ensure that a minimum inventory of each type and size of lamp is maintained on-Site at all times.
 - 12.3 Carry out spot re-lamping program as follows:
 - 12.3.1 Patrol building throughout, at least weekly, looking for defective fixtures and lamps, including emergency lighting and exit lights. Flickering fluorescent lamps should be attended to immediately, to prevent damage to ballasts and other vital system components. The Contractor shall not merely wait for trouble calls in carrying out above routine.
 - 12.3.2 Perform as required all work identified by inspection activity outlined above, including replacement of burnt-out or defective lamps.
 - 12.4 For hard to reach lights (e.g., stairwells etc.) study each individually to determine best method of replacement. Coordinate replacement with Lakehead Designee.
 - 12.5 Perform all work as directed by the Lakehead Designee, employing all safety requirements and procedures. Interference with occupants shall be kept to a minimum.
 - 12.6 Maintain complete records of materials used during full term of this Contract.
-
- 13 JANITORIAL SERVICES**
- 13.1 Contractor shall be responsible for provision of complete janitorial services for the locations listed in *Schedule 1* and shall include, but not be limited to, the following:
 - 13.1.1 Daily Cleaning Operations.

13.1.2 Periodic Cleaning Operations.

13.1.3 Emergency and "as-requested" cleaning

13.1.4 Provision of Cleaning Materials, Equipment and Supplies.

13.1.5 Garbage Collection and Disposal.

13.1.6 Collection of Recyclable Waste Materials.

13.1.7 Entranceway snow clearing

13.2 Contractor's Staff:

13.2.1 Provide sufficient experienced person(s) for shifts specified in Section 4

13.3 Equipment

13.3.1 Provide all power tools, machines and equipment required for performance of Services. Use only industrial-type CSA approved equipment, which shall meet current energy efficiency requirements outlined in Section 0830.

13.3.2 Maintain all equipment in first-class working condition, and make available, spare equipment, for immediate replacement of non-functional equipment.

13.4 Janitorial Requirements

13.4.1 Clean and maintain all areas on Site, in accordance with building's design conditions, interior building decorations and furnishings, established building operations and schedules, procedures for safety in accordance with all applicable codes and regulations, and requirements described in Service Requirements.

13.4.2 Employ all suitable cleaning methods and procedures, operation and use of cleaning equipment and cleaning materials and supplies, and carry out all cleaning and maintenance requirements necessary for complete and satisfactory performance of Services in compliance with requirements applicable to the Contract.

13.4.3 Carry out all work referred to in Section 01820, Work Routines.

13.4.4 Ensure that staff are fully familiar with Fire Safety Plan and the locations and use of portable fire extinguishers, fire alarm pull stations, and emergency telephone numbers of fire, police departments, and ambulance services.

13.4.5 Assume responsibility for locking and unlocking of doors, and for delegation and safe keeping of keys, where there is no established security staff in attendance;

13.4.6 Ensure proper discipline and conduct of staff.

13.4.7 Inspect all areas of Services, respond to calls/complaints, investigate unsatisfactory conditions and take appropriate action.

requirements detailed in these documents

13.5 Reporting

13.5.1 Report to the Lakehead Designee promptly:

- Windows or any outside doors left open;
- Articles of value found;
- Any damage caused to building;
- Any hazardous conditions;
- Any abnormal plumbing, electrical and mechanical conditions; or
- Any circumstances not in keeping with good security of building premises.

13.6 Janitorial Materials and Supplies

13.6.2 Supply all cleaning materials, floor-care products and materials, paper towels, toilet tissues, deodorant blocks, hand soap, waste bin liners, and any other materials and supplies or services required to carry out Services. Maintain sufficient stock in building at all times to meet janitorial requirements.

13.6.3 Ensure compliance of all materials and supplies in accordance with GS-42, Green Seal™ Environmental Standard for Cleaning Services.

13.6.4 Ensure compatibility of hand soap for washroom dispensers with existing dispensers on Site and new ones to be provided under this contract.

13.6.5 Submit samples or manufacturer's data of proposed cleaning materials and washroom supplies to the Lakehead Designee for approval, before commencing Services. Provide evidence of compliance with 14.6.3 above and Section 01830.

13.7 Waste Removal & Disposal

13.7.1 Remove and dispose of all waste and recycling from building areas daily.

13.8 Collection of Recyclable Waste Materials

13.9 Remove all recyclable material generated within entire Site to central collection area on Site, as directed by the Lakehead Designee.

13.10 Safety and Protection

13.10.1 Store waxes, solvents, floor finishes, polishes, and combustible materials in containers with tight fitting lids. Properly identify and store away such materials from rags and other combustible materials.

13.10.2 Use hot plates, coffee pots, and other electrical utensils, only with approval of the Lakehead Designee.

13.10.3 Employ such methods as necessary to avoid defacement or damage to property of Site, and ensure that all materials used are compatible with surfaces on which they are used. Specifically, **do not**:

- 13.10.3.1 Use sweeping compounds and/or dust mop dressing containing substances harmful to floor surfaces;
- 13.10.3.2 Use abrasives for buffing;
- 13.10.3.3 Place chairs or waste baskets on desks, tables or on other furniture surfaces;
- 13.10.3.4 Unplug data or word processing equipment from their electrical outlets, nor use those electrical outlets for any purpose;
- 13.10.3.5 Spray or cover baseboards and furniture legs with floor waxes or cleaning solutions.
- 13.10.3.6 Use liquids in any proximity to electrical devices

13.11 Energy Conservation

- 13.11.1 Prior to commencement of Services, the Lakehead Designee will advise Contractor of light switching arrangements and schedules for lighting on each floor or area.
- 13.11.2 Cooperate fully with the Lakehead Designee in implementing all energy conservation methods and procedures, i.e. switch off lights, perform work in most efficient manner, and maintain consumption of utilities at a minimum.
- 13.11.3 Ensure that work on floor or area is completed in its entirety before moving to another floor or area, and lights are switched off as permitted by switching arrangements, as soon as cleaning work is completed.

13.12 Environmental Protection

- 13.12.1 Perform Services in most careful and environmentally responsible fashion to minimize effects on environment, while ensuring optimum quality of work and maximum safety to occupants, and in so doing:
 - Employ most environmentally sound processes, materials and equipment;
 - Minimize water use;
 - Detect and report any water system leaks such as those through piping, valves, fittings, joints, and gaskets; and
 - Avoid wastage through proper handling and use of cleaning materials.
 - Participate in waste management program in facility, and cooperate with Lakehead University to promote waste management program through education and incentives.
 - Supply paper products under the Contract, i.e. paper towels, toilet tissue, containing at least 50% recycled fibre. Submit samples of such products, together with manufacturers' data indicating percentage content of recycled fibre, to the Lakehead Designee for approval. Conform to Section 01830.
 - Use "**environmentally friendly**" materials and products.

13.13 Scheduling of Services:

- 13.13.1 Perform SOP Services in accordance with a schedule devised in conjunction with, and approved by the Lakehead Designee:
- 13.13.2 Schedule work to minimize any inconvenience to, and disruption of, activities of building occupants, and in particular schedule such functions as stripping, sealing and refinishing of floor areas, etc. during weekends and/or holidays at no cost extra to Lakehead University.
- 13.13.3 Make prior arrangements to have Services carried out, coordinating with, and giving ample notice to the Lakehead Designee.
- 13.13.4 Record all work commencement and completion dates for periodic activities in log book provided by the Lakehead Designee.

13.14 Work Routines

- 13.14.1 Carry out Work Routines outlined in Section 01820, at least at minimum frequency specified.

13.15 Area / Equipment Not Included in Contract Sum

- 13.15.1 Following is **not included** in Contract Sum:

- High Window Cleaning
- Any janitorial work in mechanical, electrical and telephone rooms unless requested;
- Any janitorial work on typewriters, calculators, word processors, computers, computer terminals and other similar office equipment.

14 LOW WINDOW CLEANING SERVICES

- 14.1 Contractor shall be responsible for provision of **Low Window Cleaning** services and shall include, but not be limited to, the following:

- 14.1.1 Cleaning inside and outside surfaces of all windows on Ground Floors;
- 14.1.2 Cleaning metal window frames, ledges and trim around interior of windows;
- 14.1.3 Provision of all suitable window cleaning equipment, materials and supplies;

14.2 Contractor's Staff

Employ only persons who are at least eighteen (18) years old and legally entitled to work in Canada.

14.3 Supervision:

- 14.3.1 Designate an experienced supervisor, to ensure compliance with all safety regulations.

14.4 Window Cleaning Requirements:

Perform Services in accordance with Site's design conditions, established Site operations and schedules.

- 14.4.1 Be fully familiar with all Window Cleaning methods and procedures, operation and use of Window Cleaning equipment and cleaning materials and supplies, and maintenance and safety requirements necessary for complete and satisfactory performance of Services.

- 14.4.2 Carry out all Services as detailed in Work Routines section 00820

- 14.4.3 Contractor shall:

- 14.4.3.1 Become fully familiar with work requirements; and

- 14.4.3.2 Ensure proper discipline and conduct of staff.

- 14.4.4 Inspect all areas of Services, respond to calls/complaints, investigate unsatisfactory conditions and take appropriate action.

- 14.4.5 Perform Services in full compliance with environmental requirements detailed herein.

14.5 Materials and Supplies:

- 14.5.1 Supply all Window Cleaning materials and supplies including, suitable chemicals, squeegees, pails, sponges, etc., and any other materials and supplies or services required to perform services.

- 14.5.2 All materials and supplies shall comply with environmental protection requirements detailed in the contract of the Service Requirements.

14.5.3 Window glass cleaner shall conform to CGSB Standard 2-55-97.

14.5.3.1 Before commencing Services, submit samples of proposed Window Cleaning materials and supplies to the Lakehead Designee, for approval.

14.6 Equipment

14.6.1 Provide all Window Cleaning equipment necessary to perform Services.

14.6.2 Lakehead University will not be responsible or liable for any direct or consequential damage or injuries caused by faulty equipment used by Contractor to perform Services.

14.7 Safety and Protection

14.7.1 Responsibilities of Contractor: Before and during Services, ensure that safety precautions and requirements of Occupational Health and Safety Act (OH&S Act) are adhered to by carrying out following, which shall include but not be limited to:

14.7.1.1 Ensuring that each worker is provided with and uses personal protective equipment as needed for his/her protection and is instructed in care and use of such equipment;

14.7.1.2 Posting warning signs, placing barriers, or other safeguards for protection of workers where vehicular or pedestrian traffic may endanger safety of any worker.

14.7.1.3 Leave all furnishings in previous arrangement after cleaning activities, and do not place chairs or waste baskets on desks, tables or on other furniture surfaces, while cleaning inside surfaces of windows; and

14.7.1.4 Leave all electronic equipment in current mode by not unplugging data or word processing equipment from their electrical outlets, nor using those electrical outlets for any purpose.

14.7.2 Employ such methods as necessary to avoid defacement or damage to Lakehead University property, and shall ensure that all materials used are compatible with surfaces on which they are used.

14.8 Environmental Protection

14.8.1 Perform Services in most careful and environmentally responsible fashion to minimize effects on environment, while ensuring optimum quality of work and maximum safety to Site occupants, and in so doing:

14.8.1.1 Employ most environmentally sound processes, materials and equipment; and

14.8.1.2 Avoid wastage through proper handling and use of cleaning materials and water.

14.8.2 Materials and products used in performance of Services shall, wherever possible be **"environmentally friendly"**, i.e. have minimum impact on environment, e.g. biodegradable cleaning solvents and other requirements stated herein.

14.9 Scheduling of Services:

14.9.1 Perform Services in accordance with schedules outlined in this Section

14.9.1.1 Schedule work to minimize any inconvenience to, and disruption of activities of Site occupants.

14.9.2 Make prior arrangements to have Services carried out, coordinating with, and giving ample notice to the Lakehead Designee.

14.10 Reporting:

14.10.1 The Contractor shall report to the Lakehead Designee promptly:

14.10.1.1 Any hazardous conditions;

14.10.1.2 Broken windows;

14.10.1.3 Interior and Exterior building damages;

14.10.1.4 Any abnormal plumbing, electrical and mechanical conditions directly affecting performance of Services; or

14.10.1.5 Any other circumstances not in keeping with good safety conditions.

15 SNOW AND ICE CLEARING – ENTRANCES, CANOPIES and BARRIER FREE RAMP

15.1.1 Lakehead University has engaged a snow-clearing Contractor with responsibilities for roadways, sidewalks and entrances where snow accumulation exceeds 50mm. This Section is designed to ensure that Entranceways, Canopies and Handicap Ramps are kept clear and safe on occasions where accumulation does not meet the Contractor threshold, or in other circumstances where immediate attention to accumulation is required.

15.1.1.1 Perform snow shovelling and de-icing when conditions occur, and also when directed by the Lakehead Designee, at all entrances.

15.1.1.2 Use only calcium-chloride anti-ice pellets. Do not mix with sand.

15.1.2 Contractor, in carrying out Services, must not:

15.1.2.1 Remove flower pots from their original location;

15.1.2.2 Push snow against walls, shrubs or hedges; or

15.1.2.3 Bring onto the Site any snow or ice from other locations.

15.2 Scheduling of Services

15.2.1 Schedule work to minimize any inconvenience to, and disruption of activities of, the Site occupants.

15.2.2 On working days, clear applicable areas of snow / ice prior to commencement of morning traffic (7:00 a.m.).

15.2.3 **Weekend and Holiday Work:** On days other than working days, provide adequate Snow clearing and de-icing services to maintain safe and clear emergency egress.

15.2.4 In cases on working days where snow has not been removed prior to 7:00 a.m. and Contractor has not yet reported to Site by 8:00 a.m. ready to perform Services, Lakehead University reserves right to arrange for provision of services by Other Contractors. Cost of such work shall be deducted from payments otherwise due to Contractor.

15.3 Safety & Protection

15.3.1 Ensure that requirements of all applicable standards, Acts, Regulations and codes and those included in Contract, are fully adhered to, before and during performance of Services.

15.3.2 Employ such methods as are necessary to avoid defacement or damage to Lakehead University property, and ensure that all materials and equipment used are compatible with surfaces on which they are used.

15.4 Reporting

15.4.1 Report to the Lakehead Designee promptly:

15.4.1.1 Articles of value found;

15.4.1.2 Any damage to buildings or vehicles on Site;

15.4.1.3 Any hazardous conditions; or

15.4.1.4 Any circumstances not in keeping with good security.

15.5 Environmental Protection – Snow Clearing and De-icing

16.5.1 Perform Services in most careful and environmentally responsible fashion to minimize effects on environment, while ensuring optimum quality of work and maximum safety of Site occupants and visitors. This shall include liberal use of manual labour to reduce amount of de-icing materials required.

15.5.2 Closely monitor and control type and amount of de-icing materials that are applied on designated areas.

15.5.3 Contractor shall be fully responsible for preventing landscaped areas from suffering any damage as a result of performance of Services by Contractor, including application of de-icing materials. Where such areas nonetheless suffer such damage, fully rectify situation at no cost to Lakehead University.

15.6 Materials & Supplies

15.6.1 Supply all equipment and Supplies required to perform Services. Maintain sufficient stock in approved containers at all times to meet requirements of Services.

15.6.2 Before commencing Services, submit to the Lakehead Designee for approval samples of proposed de-icing materials.

15.6.3 Calcium chloride shall comply with requirements for Type I of Specification for Calcium Chloride, Designation 15.1-92 of Canadian General Standards Board.

15.6.4 Calcium chloride-sand mixtures are not approved.

15.7 Equipment

15.7.1 Provide all equipment necessary and suitable, in terms of capacity and quantity, to perform Services in expedient manner with due regard to size of Service Areas and Site operating requirements.

15.7.2 Ensure that all equipment used in performance of Services is maintained in safe working condition.

15.7.3 Lakehead University reserves right to reject equipment that proves to be inadequate for Services, in which case, arrange for provision of acceptable replacement equipment.

15.7.4 Where de-icing material is to be spread, use properly functioning mechanized spreader units to ensure uniformity of application and to preclude overdosing, unless specified or approved otherwise. Smaller areas may be hand sown.

END OF SECTION

GENERAL

1. Following Work Routines are not intended as a detailed description of janitorial work and cleaning methods, but serve to indicate particular requirements in completed Services.
2. Employ experienced and trained janitorial personnel to provide highest standards of cleanliness. Only such standards shall be acceptable and be maintained at all times.
3. Wherever dusting and/or sweeping is specified, employ dust control methods only.
4. Take care not to allow cleaning solutions to seep under and between furniture, file cabinets, partitions, and rugs.
5. Clearly identify dangerous or harmful cleaning solutions to ensure that staff using such solutions exercise caution in their use.
6. Maintain cleaning equipment such as scrubbing machines, vacuum cleaners, ladders, pails, mops, brushes, to highest standard of safety and cleanliness.

DEFINITIONS

Whenever used in Work Routines:

- .1 **Dust Mopping or Dry Mopping** means removal of loose dry soil and debris from floor surfaces, using treated dust cloth or dust mop.
- .2 **Damp Mopping** means removal of light dust and spillage left after sweeping and dry mopping, using clean damp mop, well wrung out of solution.
- .3 **Wet Mopping or Washing** means removal of marks and encrusted soil from floor surfaces, using appropriate neutral detergent solution and agitating it with mop, followed by removal of solution with damp mop or wet vacuum cleaner, followed by rinsing and drying floor surfaces using clean damp mop. In washrooms, carry out rinsing with germicidal solution.
- .4 **Spray Buffing** means removal of black marks and scuffing, and polishing clean floor surfaces using floor machine with suitable abrasion pad and simultaneously spraying cleaning solution, followed by dust mopping to remove fine dust generated during spray buffing process.
- .5 **Stripping** means removal of wax build-up from floor surfaces, using suitable stripping compound, followed by rinsing floor clean.
- .6 **Sealing** means application of minimum of 1 coat of suitable floor sealer to stripped floor surfaces, up to baseboards.
- .7 **Refinishing** means application of minimum of 2 coats of suitable high quality industrial floor finish product to sealed floor surfaces. Corridor and entrance floor surfaces shall be applied with minimum of 3 coats. Each coat shall be crosshatched (applied across in opposite directions) with only final coat applied up to baseboards.

- .8 **Vacuuming** means removal of dust, soil and debris from surfaces, using industrial type vacuum cleaner equipped with suitable crevice tool to clean corners around furniture and along baseboards.
- .9 **Dust or Dusting** means cleaning of surfaces using treated/untreated dust cloth, hand broom, sponge, as appropriate, for removal of loose dust.
- .10 **Spot Cleaning** means attending to cleaning needs of localized areas.
- .11 **Complete Clean** means dust mopping/vacuuming the floor, removing the waste and recyclable material and dusting open horizontal spaces such as desk tops or shelves. Where applicable, the chalkboards are cleaned and the brushes are cleaned/replaced. Washroom fixtures, floors and toilet partitions are to be disinfected.
- .12 **Partial Clean** means removing waste and recyclable material. Any large spills will be removed from the floor. Large pieces of garbage will be removed from desk, bench tops and floors. Chalkboard rails are cleaned and the brushes are cleaned/replaced.
- .13 **Servicing** means restocking supplies (for example, soap, toilet tissue, paper towels, etc.).

Room Function	Frequency and Task
Classrooms	1 complete clean once per week and 4 partial cleans per week
Corridors	Main corridors twice per week minimum
Dust mopping	Secondary corridors once per week minimum
Corridors	Main corridors once per week minimum
Washing	Secondary corridors once every two weeks minimum
Food Service Dining Areas	5 complete cleans per week (Monday to Friday) 2 partial cleans (Saturday & Sunday) – catering company responsible for tables
Labs	1 complete clean per week
Teaching Dry Type	1 partial clean per week
Labs	1 complete clean per week
Teaching Wet Type	4 partial cleans per week
Labs Research	1 complete clean per week
Lecture Theatre	1 complete clean per week and 4 partial cleans per week
Library Study Areas & Carrels	1 complete clean per week
Lounges	2 complete cleans per week

Offices	1 complete clean every two weeks
Seminar Rooms	1 complete clean per week and 4 partial cleans per week
Stairs – Sweeping	1 sweeping per week minimum
Washing	1 washing every 4 weeks minimum
Washrooms	2 complete cleans per week and 3 servicing per week minimum
Light Fixtures	As lamps are changed wipe lens and fixture minimum
Refinish hard surface flooring	All hard surface floors are to be stripped and waxed annually (spring time)
Spray buffing	All hard surface floors are to spray buffed monthly
Steam Cleaning Carpets	All carpets are to be steam cleaning annually
Windows	Interior windows are to be cleaned semi annually Exterior windows are to be cleaned annually
Elevators	1 complete clean per week

Please also see the following documents for specific requirements for Munro Street LUACF and the SB & SH Janitorial Duties.

- Janitorial Responsibilities in the LUACF
- SB & SH Janitorial Duties

Janitor Responsibility in the LUACF

Week Day	Monday	Tuesday	Wednesday	Thursday	Friday
Name	A	B	B	A	B
Time	1:00 pm – 5:00 pm	9:00 am – 5:00 pm	1:00 pm – 5:00 pm	1:00 pm – 5:00 pm	1:00 pm – 5:00 pm
Area	Yellow and White	Yellow and White	Red, Yellow and White	Yellow and White	Yellow and White
Daily Works	<ol style="list-style-type: none"> 1. Sweep and mop all floors with disinfectant 2. Clean handrails with disinfectant 3. Wipe table surfaces with disinfectant 4. Clean all sinks with disinfectant 5. Clean washroom 6. Provide supplies 7. Prepare cages for weaning mice 8. Take out all garbage 	<ol style="list-style-type: none"> 1. Sweep and mop all floors with disinfectant 2. Clean handrails with disinfectant 3. Wipe table surfaces with disinfectant 4. Clean all sinks with disinfectant 5. Clean washroom 6. Provide supplies 7. Take out all garbage 	<ol style="list-style-type: none"> 1. Sweep and mop all floors with disinfectant 2. Clean handrails with disinfectant 3. Wipe table surfaces with disinfectant 4. Clean all sinks with disinfectant 5. Clean washroom 6. Provide supplies 7. Prepare cages for weaning mice 8. Take out all garbage 	<ol style="list-style-type: none"> 1. Sweep and mop all floors with disinfectant 2. Clean handrails with disinfectant 3. Wipe table surfaces with disinfectant 4. Clean all sinks with disinfectant 5. Clean washroom 6. Provide supplies 7. Prepare cages for weaning mice 8. Take out all garbage 	<ol style="list-style-type: none"> 1. Sweep and mop all floors with disinfectant 2. Clean handrails with disinfectant 3. Wipe table surfaces with disinfectant 4. Clean all sinks with disinfectant 5. Clean washroom 6. Provide supplies 7. Prepare cages for weaning mice 8. Take out all garbage
Weekly Works	<ol style="list-style-type: none"> 1. Carry out the Daily Works 2. Sweep and mop storages with detergent 3. Prepare cages, food nesting and paper towel for next cage change 4. Clean shoes and shoes rack with disinfectant 	<ol style="list-style-type: none"> 1. Carry out the Daily Works 2. Help Animal Cage Technician to change cages 3. Empty and rinse dirty cages 4. Load dirty cages into Cage Washer 5. Unload clean cages from Cage Washer 	<ol style="list-style-type: none"> 1. Carry out the Daily Works 2. Fill cages with bedding 3. Send clean drinking valves and card holders to RED Area 4. Clean the breeding room 5. Stock supplies in the breeding room 	<ol style="list-style-type: none"> 1. Carry out the Daily Works 2. Help autoclave 3. Send autoclaved cages to RED Area 4. Wipe down animal racks with disinfectant 5. Clean all shelves with disinfectant 	<ol style="list-style-type: none"> 1. Carry out the Daily Works 2. Clean doors and door glass with disinfectant 3. Check all supplies and disinfectants and add as needed 4. Vacuum rugs

Week Day	Monday	Tuesday	Wednesday	Thursday	Friday
Name	A	B	B	A	B
Time	1:00 pm – 5:00 pm	9:00 am – 5:00 pm	1:00 pm – 5:00 pm	1:00 pm – 5:00 pm	1:00 pm – 5:00 pm
Area	Yellow and White	Yellow and White	Red, Yellow and White	Yellow and White	Yellow and White
Monthly Works	1. Carry out the Daily Works 2. Carry out the Weekly Works 3. Clean the walls and ceilings at the RED Area with disinfectant on the first Monday of each month	1. Carry out the Daily Works 2. Carry out the Weekly Works 3. Clean the walls and ceilings at the YELLOW Area with disinfectant on the first Tuesday in January, April, July and October 4. Clean the walls and ceilings at the WHITE Area with disinfectant on the first Tuesday in June and December	1. Carry out the Daily Works 2. Carry out the Weekly Works 3. Clean or change cleaning stuff on the first Wednesday of each month.	1. Carry out the Daily Works 2. Carry out the Weekly Works 3. Clean all shelves and ATS with disinfectant on the first Thursday of each month	1. Carry out the Daily Works 2. Carry out the Weekly Works 3. Change disinfectant on the first Friday of each month

Note

1. Daily work time: 1:00 pm – 5:00 pm from Tuesday to Friday.
2. Weekly work time: 9:00 am – 5:00 pm on each Monday.
3. Monthly work time: 9:00 am – 5:00 pm on the first Monday of every month.
4. It is Janitor's responsibility to move the food bags, bedding bags and other supplies into storage rooms as long as the ordered stuff arrives at the LUACF.
5. Janitor should change her/his shoes and wear Lab coat, gloves when she/he works in YELLOW Area of the LUACF.
6. It is no work available for Janitor during weekends and holidays.

Note

1. Daily work time: 1:00 pm – 5:00 pm from Monday and Wednesday to Friday.
2. Weekly work time: 9:00 am – 5:00 pm on each Tuesday.
3. Monthly work time: 9:00 am – 5:00 pm on the first Monday of every month.
4. It is Janitor's responsibility to move the food bags, bedding bags, nesting bags and other supplies into storage rooms as long as the ordered stuff arrives at the LUACF.
5. May have more work not written above due to unforeseen circumstances or "special day"
6. Janitor should change her/his shoes and wear Lab coat, mask and gloves when she/he works in YELLOW Area of the LUACF.
7. Janitor should change her/his shoes and wear gown, head cover, mask and gloves when she/he works in RED Area of the LUACF.
8. There is no work available for Janitor during weekends and holidays.

CUSTODIAL DUTIES

AREA	DAILY	2X/WK	1X.MO	DAY STAFF	NIGHT STAFF
Washrooms: includes wiping sinks, toilets and stalls	x			X	X
: checking and refilling paper towel and toilet paper	x			X	X
: sweeping and wet mopping floor	x			X	X
: empty garbage	x			X	X
: clean mirrors	x			X	X
womens main changeroom	x			X	X
mens main changeroom	x				X
womens staff changeroom	x			X	x
mens staff changeroom	x			X	x
womens hangar washroom	x			X	x
mens hangar washroom	x			X	x
upstairs womens washroom	x			X	x
upstairs mens washroom	x			X	x
Main change rooms: includes locker and shower area					
women's change room:					
sweep entire floor	x			x	X
wet mop entire floor	x			x	X
wipe down shower stalls and walls	x			x	X
power spray shower walls and floors - Monday & Thursday		x			X
dust top of lockers			x		X
men's change room:					
sweep entire floor	x				X
wet mop entire floor	x				X
wipe down shower stalls and walls	x				X
power spray shower walls and floors - Sunday & Wednesday		x			X
dust top of lockers			x		X
AREA	DAILY	2X/WK	1X.MO		

Day Locker Area:					
sweep entire floor	x			X	X
wet mop entire floor	x				X
Hallways: up and downstairs					
sweep	x				X
wet mop	x				X
vacuum any area rugs	x	x			X
dusting ledges, picture frames etc		x		x	
Varsity Changerooms:					
wipe toilets and sinks	x			X	
wipe down shower area	x			X	
re stock paper towel & toilet paper	x			X	
sweep entire floor	x			X	
wet mop entire floor	x				X
dust top of lockers			x		X
Hangar: vacuum rugs		x			X
sweep cardio area, lounge area, trophy case area and ramp	x				X
wet mop cardio area, lounge area, trophy case area and ramp	x				X
empty garbage	x			x	X
Balcony: sweep	x				X
wet mop (as needed)	x				X
Main Gym: sweep and wet mop	x				X
Sport Medicine Clinic: vacuum rugs	x				X
empty garbage - totally change bags	x			x	X
wipe counter tops	x			x	
AREA	DAILY	2X/WK	1X.MO		
Offices: Kinesiology - pick up garbage		x			X

- sweep floors		x			X
- wet mop		x			X
Athletic Office: - vacuum rug - main office (or as needed)		x		X	
- vacuum directors office (or as needed)		x		X	
Pool Washrooms: pick up garbage	x			X	x
sweep floors	x			X	x
wet mop floors	x				X
Classrooms and labs : pick up garbage	x				x
sweep floors	x				x
wet mop floors		x			x

1 General

Conform to other Sections of these Documents

1.1 GENERAL REQUIREMENTS**1.1.1 Intent**

The intent of this Section is to ensure general compliance with the *Association of Physical Plant Administrators* (APPA) minimum requirements for Educational Facilities. Section 1.1.2 summarizes the minimum requirements to achieve a Level 3 compliance.

1.1.2 Where the requirements of this Section vary with other sections, the more stringent requirement shall apply

1.1.3 APPA Level 3 Minimum Standards Summary

BUILDING ELEMENT	ROUTINE	FREQUENCY
ALL FLOOR AREAS	Spot cleaning	As required
Carpeted areas – Offices	Vacuum	3 times / week
Carpeted areas – Meeting Rooms	Vacuum	Daily
Carpeted areas – other	Vacuum	Daily
Carpeted areas – ALL	Shampoo / Clean	Every 6 months
VCT - ALL	Wet Mop	Daily
VCT - ALL	Strip & Wax	Annually
Ceramic / other flooring	Wet Mop	Daily
Ceramic / other flooring	Scrub	Weekly
Glazed Doors and Adjacent Glazing	Clean	Daily
Walls and Switch-plates	Spot Cleaning	As required
Stairways	Dry Mop	Daily
Stairways	Wet Mop	Weekly
Desks, Tables, Bookcases, Cabinets	Dust	Weekly*
Seating ALL	Spot cleaning	As required
Seating – Lecture Halls	Clean	Every 4 months
Seating – Cafeteria & Study Halls	Clean	Daily
Tables – Cafeteria & Study Halls	Clean	Daily
Refuse / Re-cycling containers	Empty	Daily / as required
Refuse / Re-cycling containers	Clean	As required
Signage	Clean	As required

scheduled activity *

Daily Cleaning Expectations

These cleaning levels are based on the APPA cleaning outcome guidelines and standards.

The following cleaning outcome descriptions provide an indication of the expected levels of cleaning on a day to day basis. All areas of the buildings are expected to be maintained to APPA Standards Level 3 unless specifically indicated in this RFP.

APPA (Association of Physical Plant Administrators)

The mission of APPA is to support educational excellence with quality leadership and professional management through education, research and recognition.

Inspections

Quality Assurance Inspection Ratings

90% - 100% = Excellent

80% - 90% = Good- Well maintained building

75% - 80% = Fair- Needs improvement in certain areas

70% - 75% = Poor- Cleaning procedures, training, frequencies schedules, duty list and/or possible replacement of cleaning firm need to be reviewed at this time.

70% or less = Quality failure- All cleaning tasks and frequencies need to be changed before facility damage and/or public health risks are increased.

Cleaning Levels Defined***Level 1: Orderly Spotlessness***

Level 1 establishes cleaning at the highest level. It was developed for the corporate suite, the donated building, or the historical focal point. This is show-quality cleaning for that prime facility.

- Floors and base mouldings shine and/or are bright and clean; colors are fresh. There is no build-up in corners or along walls
- All vertical and horizontal surfaces have a freshly cleaned or polished appearance and have no accumulation of dust, dirt, marks, streaks, smudges, or fingerprints
- Washroom and shower tile and fixtures gleam and are odour-free. Supplies are adequate
- Trash containers are empty, clean, and odour-free

Level 2: Ordinary Tidiness

This is the level at which cleaning should be maintained. Lower levels for washrooms and similar type facilities are not acceptable.

- Floors and base mouldings shine and/or bright and clean. There is no build-up in corners or along walls.
- All vertical and horizontal surfaces are clean, but marks, dust, smudges, and fingerprints are noticeable with close observation.
- Washroom and shower tile and fixtures gleam and are odour-free. Supplies are adequate.
- Trash containers are empty, clean, and odour-free.

Level 3: Casual Inattention

APPA Cleaning Requirements

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- There are dull spots and/or matted carpet in walking lanes. There are streaks or splashes on base mouldings.
- All vertical and horizontal surfaces have obvious dust, dirt, marks, smudges and fingerprints. Lamps all work and fixtures are clean.
- Trash containers and pencil sharpeners hold only daily waste, are clean and odour-free.

Level 4: Moderate Dinginess

- Floors are swept or vacuumed clean, but are dull, dingy and stained. There is a noticeable build up of dirt and/or floor finish in corners and along walls.
- All horizontal and vertical surfaces have conspicuous dust, dirt smudges, fingerprints and marks. Lamp fixtures are dirty and some lamps (up to 5 percent) are burned out.
- Trash containers and pencil sharpeners have old trash and shavings. They are stained and marked. Trash containers smell sour.

Level 5: Unkempt Neglect

- Floors and carpets are dull, dirty, dingy, scuffed and/or matted. There is a conspicuous build up of old dirt and/or floor finish in corners and along walls. Base moulding is dirty, stained and streaked. Gum, stains, dirt, dust balls and trash are broadcast.
- All vertical and horizontal surfaces have major accumulations of dust, dirt, smudges and fingerprints, all of which will be difficult to remove. Lack of attention is obvious.
- Light fixtures are dirty, with dust balls and flies. Many lamps (more than 5 percent) are burned out.

APPA Standards**Staffing guideline**

The APPA standards listed below are an average industry standard guideline with regards to productive labour hours compatible to square footage. Each individual sites statistics may fluctuate, if the facilities required duties that fall outside the scope of basic building custodial maintenance. Project work such as floor finishing or floor buffing has been calculated into the areas such as stairwells, public access areas and corridors.

APPA Standards table for square footage per FTE (full time equivalent)

Area	Level 1 Orderly Spotlessness	Level 2 Ordinary Tidiness	Level 3 Casual Inattention	Level 4 Moderate Dinginess	Level 5 Unkempt Neglect
Office	Approx Min=52.75 Sq Ft = 9,555	Approx Min=27.68 Sq Ft = 18,208	Approx Min=15.73 Sq Ft = 32,041	Approx Min=9.49 Sq Ft = 53,109	Approx Min=5.79 Sq Ft = 87,047
Public Areas/ Corridors	Approx Min=78.40 Sq Ft = 7,500	Approx Min=28.68 Sq Ft = 20,502	Approx Min=19.27 Sq Ft = 30,514	Approx Min=15.30 Sq Ft = 38,431	Approx Min=14.08 Sq Ft = 41,761
Washrooms	Approx Min=60.27 Sq Ft = 1,965	Approx Min=46.07 Sq Ft = 2,571			
Classrooms	Approx Min=58.92 Sq Ft = 8,554	Approx Min=30.17 Sq Ft = 16,705	Approx Min=19.01 Sq Ft = 26,512	Approx Min=12.77 Sq Ft = 39,468	Approx Min=11.04 Sq Ft = 45,652
Stairwells	Approx Min=11.59 Sq Ft = 7,538	Approx Min=5.79 Sq Ft = 15,088	Approx Min=5.00 Sq Ft = 17,472	Approx Min=3.56 Sq Ft = 24,539	Approx Min=1.16 Sq Ft = 75,310
Change Rooms	Approx Min=102.27 Sq Ft = 9,692	Approx Min=100.84 Sq Ft = 9,829			
Entrances	Approx Min=22.60 Sq Ft = 4,312	Approx Min=13.07 Sq Ft = 7,455	Approx Min=7.94 Sq Ft = 12,272	Approx Min=4.71 Sq Ft = 20,688	Approx Min=2.79 Sq Ft = 34,925

QUALITY ASSURANCE

1.1.4 The Contractor shall provide competent supervisory staff to inspect the work, and ensure that the spirit and intent of this section is met at all times.

1.2 CLEANING PRODUCTS and EQUIPMENT

1.2.1 All products shall conform to the requirements of Section 01830.

END OF SECTION