



119 Van Order Drive, Kingston, ON K7M 1B9 🏠 Fax (613) 546-9375 🏠 Phone (613) 546-5591 www.kfhc.ca

PROJECT MANUAL

PT 18-17

LOCATION:	Various Addresses Various Projects Kingston ON
WORK:	Janitorial Services
PRE-BID MEETING:	Tuesday, May 1, 2018 at 11:00 a.m. 40 Cliff Crescent Kingston, ON
CLOSING DATE:	Tuesday, May 8, 2018 11:00:00 a.m. Local Time

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NOTE:

Bidders must ensure that they receive all the contents listed above. Any omissions must be drawn to the attention of the Housing Office at least five (5) days prior to bid closing.

SPECIFICATIONS INDEX

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Drawings:	NA

1.1 Description of Work

- .1 Work under this Contract includes: janitorial services at Kingston & Frontenac Housing Corporation projects as listed, Kingston, Ontario; in accordance with Contract Documents.

2.1 Access to Site

- .1 Arrange access to the site by contacting:
see Building Monitor List

3.1 Inquiries

- .1 Address all inquiries to:
Scott VanderSchoor
Manager of Technical Services
svanderschoor@kfhc.ca
Kingston & Frontenac Housing Corporation
119 Van Order Drive
Kingston, ON K7M 1B9 Tel: 613-546-5591 ext 1560
Fax: 613-546-9375
- .2 Addenda will be issued in all cases where questions result in changes or clarification to BID DOCUMENTS.

4.1 Pre-Bid Meeting

- .1 A pre-bid briefing meeting will be held at 11:00 a.m. on Tuesday, May 1, 2018 at 40 Cliff Crescent, Kingston, ON.

5.1 Completion Date

- .1 Contract shall be for the period starting May 17, 2018 and ending December 31, 2018.
- .2 There shall be an option to renew for two additional 12 month terms at the same contract price if mutually agreeable.

6.1 Bid Acceptance

- .1 The lowest or any offer will not necessarily be accepted.

7.1 Performance Security

- .1 The minimum amount of Bid Security stipulated (\$2,000.00), shall be retained as Performance Security for the duration of this contract and any bid posted as Bid Security shall be extended for a full year term.

1.1 Bid Submissions

- .1 Offers signed under seal, executed, and dated will be received by the Owner not later than the date, time and location specified.
- .2 Bids will be opened publicly immediately after the time stipulated.
- .3 Failure to meet the requirements of the Bid Documents will result in disqualification.
- .4 Offers submitted after the specified time will be returned to the bidder unopened.
- .5 Verbal or electronically submitted information will not be accepted as part of the bid documents.
- .6 Bidders must not submit the entire tender specification documents with their bid submission forms.

1.2 Bid Security

- .1 Bidders must submit either; a Bid Bond from a Surety acceptable to the Owner, a Certified Cheque, a Bank Draft or an irrevocable letter of Credit in favour of the Owner.
- .2 The amount must be as stipulated and valid for a period of sixty (60) days from the date of Bid Closing.

1.3 Site Examination

- .1 Prior to submitting a bid, carefully examine the site of the proposed work, evaluate the existing conditions and limitations and include all costs to fulfil the contract.
- .2 Report any discrepancy, errors or omissions to the Owner not less than (72) hours prior to Bid Closing.

1.4 Taxes and Duties

- .1 Bidders must make provision in their Bids to cover the full cost of all applicable taxes, permits and fees.
- .2 The Owner will obtain and pay for Municipal Building Permits when required by the Ontario Building Code.
- .3 In the event of any change in any applicable tax made public after the date of tender closing, the Contract Price shall be adjusted by an amount equal to the increase or decrease in the cost of the Work to the Contractor brought about by the change in such tax.

1.5 Employment Equity

- .1 In accordance with the employment equity goals, Kingston & Frontenac Housing Corporation encourages bidders to take an active role in supporting and facilitating opportunities for employment equity designated groups.

1.6 Award of Contract

- .1 Bids will be evaluated on stipulated price only; however, the Owner reserves the right to accept or reject any or all offers.
- .2 If a Bidder withdraws his Bid after the Bid closing or if the Bidder does not provide Performance Security, Certificate of Liability Insurance or any other document required; the Owner may retain the Bid Security for its use.
- .3 The Contract is deemed to be awarded on the date that the Owner advises the Bidder in writing of such award.

1.7 Canadian Content

- .1 The Owner reserves the right to give preference to materials, products and equipment of Canadian origin and manufacture.

Scott VanderSchoor
Kingston & Frontenac Housing Corporation
119 Van Order Drive
Kingston, ON K7M 1B9

**Re: PT 18-17
Janitorial Services
Various Addresses
Various Projects
Kingston, Ontario**

I. I/We _____
(Company Name)
having examined the Bid Documents and visited the Project Site; hereby offer to enter into a Contract to perform the work required in the Bid Documents for the **STIPULATED PRICE** of

_____ Dollars (\$ _____) from May 17, 2018 to December 31, 2018, including payment of all applicable federal, provincial and municipal taxes.

This Bid is firm, irrevocable and open to acceptance by the Owner for sixty (60) days from the date of Bid closing.

2. **The following amount of HST has been included in the above STIPULATED PRICE**

\$ _____ **HST REGISTRATION No.** _____.

3. I/We agree to comply in all respects with the requirements set out in the Bid Documents including **ADDENDA No. _____ to No. _____** inclusive. [If no addenda have been received, indicate 'NIL' in the spaces provided].

4. I/We agree to commence this work immediately upon being notified in writing to do so by the Housing Corporation and that work will be done on a continuous basis.

5. I/We expressly warrant that the prices contained in my/our bid, whether as unit prices or lump sums are quoted in utmost good faith on my/our part without any collusive arrangement or agreement with any other person or partnership or corporation and that I/we are not party or privy to any deceit tending to mislead the Owner into accepting my/our bid as a truly competitive offer.

6. I/We agree to complete all work required, acceptable to the Owner.

7. I/We enclose a bid bond, certified cheque, bank draft or irrevocable letter of credit in the amount of \$ 2,000.00 payable to Kingston & Frontenac Housing Corporation and valid for sixty (60) days from the date of bid closing.

8. Tax Compliance Declaration
I hereby certify that (name of company) _____
at the time of submitting this bid, is in compliance with all tax statutes administered by the Ministry of Finance for Ontario and that in particular, all returns required to be filed under all provincial tax statutes have been filed and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payments have been made and maintained.

SIGNED AND SEALED * this _____ day of _____, 2018.

(print full name)

Contractor: _____ Signing Officer: _____

Address: _____ WSIB Account Number: _____

City: _____ Postal Code: _____

Telephone No: _____ Fax No.: _____

Signature: _____

Printed Signature: _____

Email Address: _____

NOTE: BIDDERS ARE ADVISED THAT FAILURE TO COMPLETE THIS FORM WILL CAUSE DISQUALIFICATION.

* Affix Corporate Seal (if applicable).

End of Section

Bond No. _____ Project No. _____

Amount \$ _____

Know All men By These Presents, that _____

As Principal, hereinafter called the Principal, and _____

_____ as Surety, hereinafter called the Surety, are held and firmly bound unto Kingston & Frontenac Housing Corporation as Obligee, in the amount of _____

_____ Dollars (\$ _____) lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a written proposal, (or tender) to the Obligee dated the _____ day of _____ 2018, for _____

Now Therefore The Condition Of This Obligation in such that if the aforesaid Principal shall have the tender accepted within sixty (60) days from the closing date of the Call for Tenders and the said Principal will, within such reasonable time as may be allowed after notice of such acceptance, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation shall be null and void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond. Any suit under this Bond must be instituted before the expiration of six months from the date of this Bond.

The Testimony Whereof, the Principal has hereunto set its had and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signatures of its duly authorized officers, this _____ day of _____ A.D. 2018.

Signed, Sealed and Delivered

Principal

In the Presence of:

Surety

End of Section

Bond No. _____ Project No. _____

Amount \$ _____ Contract _____

Know All men By These Presents, that we

hereinafter called "the Principal", and

hereinafter called "the Surety", are jointly and severally held and firmly bound unto the Kingston & Frontenac Housing Corporation hereinafter called "the Obligee", its successors and assigns, in the sum of

_____ Dollars (\$)

of lawful money of Canada, to be paid unto the Obligee, for which payment well and truly to be made we the Principal and Surety jointly and severally bind ourselves, our and each of our respective heirs, executors, administrators, successors and assigns by these presents.

Signed and Sealed with our respective seals and dated this ___ day of _____ 2018.

Whereas by an agreement in writing dated the _____ day of _____ 2018, the Principal has entered into a contract with the Obligee, hereinafter called "the Contract", for the construction, alternation, repair or maintenance of a public work, namely as in the Contract provided, which Contract is by reference herein made a part hereof as fully to all intents and purposes as though recited in full herein.

Now Therefore The Condition Of This Obligation is Such that if the Principal shall at all times duly perform and observe the Contract or as the same be changed, altered or varied as hereinafter provided, to the satisfaction of the Obligee and shall at all times fully indemnify and keep indemnified the Obligee from and against all and any manner of loss, damage, expense, suits, actions, claims, liens, proceedings, demands, awards, payments and liabilities arising out of or in any manner based upon or attributable the Contract and shall fully reimburse and repay the Obligee for all outlay, obligation or payment incurred or undertaken to be made by the Obligee pursuant to the Contract, then this obligation shall be void, but otherwise it shall be and remain in full force and effect.

Provided further and it is hereby agreed and declared that there shall be no liability under this instrument of the Principal and Surety for payment of any claims for labour, material or services used or reasonably required for use in the performance of the Contract.

Provided further and it is hereby agreed and declared that any suit under this instrument must be instituted before the expiration of two (2) years from the date as may have been postponed by the Obligee from time to time on which final payment under the Contract falls due.

Provided always and it is hereby agreed and declared that the Obligee and the Principal have the right to change, alter and vary the terms of the Contract and that the Obligee may in its discretion at any time or times take and receive from the Principal any security whatsoever and grant any extension of time thereon or on any liability of the Principal to the Obligee.

Provided further and it is hereby agreed and declared that the Principal and the Surety shall not be discharged or released from liability hereunder and that such liability shall not be in any way affected by any such changes, alterations, or variations, taking or receiving of security, or extension of time, as aforesaid, or by the exercise by the Obligee of any of the rights or powers reserved to it under the Contract or by its forbearance to exercise any such rights or powers, including (but without restricting the generality of the foregoing) any changes in the extent or nature of the works to be constructed, altered, repaired or maintained under the Contract, or by any dealing, transaction, forbearance or forgiveness which may take place between the Principal and the Obligee.

Provided further and it is hereby agreed and declared that the Surety shall not be liable for a greater sum than that specified in this bond.

In Witness Whereof the Principal and the Surety have executed these presents.

Signed and Sealed by the Principal

In the presence of:

_____	_____
Witness	Witness
Occupation: _____	_____
Address: _____	Principal
_____	_____
_____	Surety

End of Section

1.1 Definitions

- .1 Whenever any of the following words or phrases are used in the contract, they shall have the meanings attributed to them, as follows:
 - .1 "Bid" means any bid, tender or offer submitted by a bidder pursuant to the Instructions to Bidders.
 - .2 "Owner" means Kingston & Frontenac Housing Corporation.
 - .3 "Contractor" means the person, firm or corporation identified on the Purchase Order responsible for the work of this contract.
 - .4 "Constructor" means a person who undertakes a project for an owner and includes an owner who undertakes all or part of a project by himself or by more than one employer; Occupational Health & Safety Act (OHSA) and Regulations for Construction Projects O.Reg. 213/91 including all subsequent updates.
 - .5 "Contract Price" means the total price including tax the Owner has agreed to pay the Contractor for the work stipulated in the Contract, and in any event shall not exceed the amount specified in the Purchase Order.
 - .6 "Business Day" means any day except a Saturday, Sunday or statutory holiday.
 - .7 "Building Code" means the Ontario Building Code (latest edition).
 - .8 "As detailed" means as shown on the drawings.
 - .9 "As specified" means as specified herein.
 - .10 "Provide" means supply and install.
 - .11 "Controlled" has the same meaning as in subsection 1 (5) of the Business Corporation Act.

1.2 Precedence of Documents and Interpretation

- .1 Whenever the words "shall" or "will" are used in the Contract, they have the meanings attributed to them in the Interpretation Act of Ontario.
- .2 Whenever words which have well known technical or trade meanings are used in the Contract, they are used in accordance with such recognized meanings.
- .3 The documents forming the Contract are complementary, and what is required by any one shall be as binding as if required by all.

The following documents all form part of the Contract:

- Instructions to Bidders
- Supplementary Conditions
- General Conditions
- Bid Form
- Specifications with Appendices and Addenda
- Schedules
- Drawings
- Award Letter
- Purchase Order

- .4 In the event of conflict between documents, the following priorities shall apply:
- Documents of later date shall govern;
 - Supplementary Conditions shall govern over General Conditions;
 - General Conditions shall govern over Specifications;
 - Specifications shall govern over Drawings;
 - Figured dimensions shown on the Drawings shall govern even though they may differ from scaled dimensions.
 - Drawings of larger scale shall govern over those of smaller scale of the same date.

1.3 Performance Security

- .1 Provide performance security in favour of the Owner in order to secure the due and faithful performance of the contract. Such performance security will be as follows:
- .1 A Performance Bond issued by a Surety Company acceptable to the Owner in an amount equal to 50% of the Contract Price including tax.
 - .2 If the Contract Price including tax is less than \$1,000,000, the following alternate forms of security are acceptable:
 - .1 an irrevocable letter of credit, bank draft, or certified cheque; or
 - .2 bearer or negotiable bonds of Dominion of Canada, Province of Ontario, or the Ontario Hydro Electric Power Commission (bonds to be assessed at market not face value); or
 - .3 such other collateral, excluding a letter of guarantee, as may be acceptable to the Owner; in each case, the bond alternative forms of security must be equivalent to **20%** of the Contract Price.
 - .3 For contracts under \$100,000 in value, the alternate forms of security are reduced to 10% of the contract amount.
- .2 If the Contractor fails to meet these requirements within the time stipulated by the award letter, the Owner retains the right to terminate the contract and use the bid security towards damages.
- .3 Where security is in the form of a Performance Bond, the document will be retained by the Owner for a period of two (2) years from the date of substantial completion, after which it will be returned to the Contractor.

- .4 Where alternate security is provided, it will be returned to the Contractor (90) days after completion of the work and correction of all deficiencies.
- .5 Where deficiencies involve seasonal work which must be postponed, sufficient funds will be retained from the contract amount to cover the cost of completing such deficiencies and the Performance Security returned to the Contractor. Where contract funds are not available, the Performance Security may be reduced to the amount required to cover the correction of the deficiencies and the balance of the security returned to the Contractor.

1.4 Insurance

- .1 Contractor must keep in force for the duration of the contract Public Liability and Property Damage Insurance in an amount not less than \$2,000,000. Without limiting the foregoing, such Insurance Coverage shall include Comprehensive General Liability; Contractual Liability; Personal Injury; and Contingent Liability with respect to Sub-Contractors. Submit proof of same in the form of an Insurance Certificate which lists Kingston & Frontenac Housing Corporation as an additional insured but only with respect to the operations of the named insured. Such Insurance Certificate must contain a firm undertaking to give the Owner thirty (30) days notice prior to any cancellation.
- .2 If the Contractor fails to meet the requirements of this item within the time stipulated by the award letter, the Owner retains the right to terminate the contract and use the Bid Security toward damages.

1.5 Workplace Safety & Insurance Board (WSIB)

- .1 Contractor will submit, evidence of compliance with all of the requirements of the Workplace Safety & Insurance Board (WSIB) of Ontario, including payments due thereunder. Such evidence must be furnished to the Owner before final payment is made.

1.6 Assignment of Contract or Proceeds of Contract

- .1 Contractor acknowledges that neither the Contract nor the proceeds thereof, may be assigned without the written consent of the Owner.

1.7 Taking The Work Out of The Contractors Hands

- .1 The Owner may, without any authorization, take all or part of the work out of the Contractors hands and may employ such means as it may see fit to complete the work, including the use of Performance Security when applicable, in any of the following cases, namely:
 - .1 where the Contractor has made default or has delayed in commencing or in diligently executing the work or any portion thereof to the satisfaction of the person designated on the Purchase Order, and the Owner has given notice thereof to the Contractor, and has by such

notice required the Contractor to put an end to such default or delay, and such default or delay continues for seven (7) days after such notice was communicated.

- .2 where the Contractor has made default in the completion of the work, or any portion thereof, within the time limit for such completion by the Contract.
 - .3 where the Contractor has become insolvent.
 - .4 where the Contractor has committed an act of bankruptcy.
 - .5 where the Contractor has abandoned the work.
 - .6 where the Contractor has made an assignment of the Contract without the required consent of the Owner; or
 - .7 where the Contractor has otherwise failed to observe or perform any of the provisions of the Contract.
- .2 Where the work or any portion thereof has been taken out of the Contractor's hands, the Contractor will not be entitled to any further payment, including payments then due and payable but not paid, and the obligation of the Owner to make payments shall be at an end, and the Contractor shall be liable upon demand therefore to pay the Owner an amount equal to all loss and damage suffered by reason of the non-completion of the work by the Contractor.
 - .3 Where the work or any portion thereof has been taken out of the Contractor's hands and that portion is subsequently completed by the Surety, or by the Owner, the Owner will determine the amount, if any, of the holdback and progress claims of the Contractor unpaid at the time of taking the work out of his hands that in the Owners opinion is not required for the purposes of the Contract and the Owner may, if it is of the opinion that no financial prejudice will result, pay that amount to the Contractor.
 - .4 The taking of the work, or any portion thereof, out of the Contractor's hands does not operate so as to relieve or discharge the Contractor from any obligations under the Contract or imposed upon him by law, except the obligation to complete the physical execution of that portion of work so taken out of his hands.

1.8 Indemnification Claims

- .1 Contractor will indemnify and save harmless the Owner from all claims relating to labour and materials furnished or supplied in executing the Contract and from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomsoever made, brought or prosecuted in any manner based upon, arising out of, related to, occasioned by or

attributable to the activities of the Contractor in performing the Contract, or to an infringement or an alleged infringement by the Contractor of a patent of invention.

1.9 Sub-contractors

- .1 On request, the Contractor will provide a complete and firm list of names and addresses of the sub-Contractors whom he will use for the work.
- .2 Contractor agrees to:
 - .1 require his sub-contractors to perform their work in accordance with and subject to the terms and conditions of the Contract Documents, and;
 - .2 be fully responsible to the Owner for acts and omissions of his subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by him. The Contractor therefore agrees that he will incorporate all the terms and conditions of the Contract Documents into all sub-contract agreements.
 - .3 nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the Owner.

1.10 The Residential Tenancy Act

- .1 In accordance with the Residential Tenancy Act, access to premises of residents may only be gained by permission of the resident, or as necessary, upon the landlord giving notice to the resident specifying the time of entry not less than twenty-four (24) hours prior to the time of entry.
- .2 Contractor must schedule his work accordingly and shall advise Kingston & Frontenac Housing Corporation not less than seventy-two (72) hours in advance of requested access to any residents premises.

1.11 Laws, Notices, Permits and Fees

- .1 The laws of the municipality where the project is situated shall apply to the work.
- .2 Contractor will obtain all permits, licences and certificates and pay all fees required for the performance of the work.
- .3 The Owner will obtain and pay for **BUILDING PERMITS** when required.
- .4 Contractor will not be responsible for verifying that the Contract Documents are in compliance with the applicable laws, ordinances, rules, regulations and codes relating to the work. If the Contract Documents are at variance therewith, or changes which require modification to the Contract Documents are made to any of the laws, ordinances, rules, regulations and codes by the authorities having jurisdiction subsequent to the date of tender submission, any resulting change in the cost shall constitute a corresponding change in

the Contract Price. Contractor must notify the Owner in writing requesting direction immediately on any such variance or change.

- .5 If the Contractor fails to notify the Owner in writing and obtain its direction as required above and performs any work knowing it to be contrary to any laws, by-laws, ordinances, rules, regulations, codes and orders of any authority having jurisdiction, he shall be responsible for and shall correct any violations thereof and shall bear all costs, expense and damages attributable to his failure to comply with the provisions of such laws, by-laws, ordinances, rules, regulations, codes and orders.

1.12 Ontario Labour Conditions and Regulations

- .1 Persons employed on the work must be fully qualified to perform the work required. The Contractor will comply with the provisions of the Government Contracts Hours and Wages Act, the Construction Lien Act, (1983) including all subsequent updates, and the Ontario Health and Safety Act & Regulations for Construction Project.
- .2 The Contractor shall comply with Ontario Regulation 644/88 including all subsequent updates - Workplace Hazardous Materials Information System (WHMIS) wherever and whenever controlled products are used within the scope and duration of this Contract.

1.13 Toxic and Hazardous Substances

- .1 Prior to the Contractor commencing the Work, the Owner shall
 - .1 take all reasonable steps to establish whether or not any toxic or hazardous substances are present at the Place of the Work, and
 - .2 provide the Contractor with written report indicating all toxic or hazardous substances of such findings.
- .2 If the Contractor
 - .1 encounter toxic or hazardous substances at the Place of the Work, or
 - .2 has reasonable grounds to believe that toxic or hazardous substances are present at the place of the Work, the Contractor shall.
 - .3 take all reasonable steps, including stopping the Work to ensure that no person suffers injury, sickness or death and that no property is injured or destroyed as a result of exposure to the presence of the substances, and
 - .4 immediately report the circumstance to the Owner in writing.

1.14 Approved Alternatives

- .1 Bid submissions that do not adhere to the drawings/specifications, except where an "approved alternative" is substituted, will be disqualified.
- .2 Whenever an article, material or equipment is called for by a specific manufacturer or vendor, the term "or Approved Alternative" if not suffixed, is implied. The specific article, material or equipment mentioned is to be understood as indicating the type, function, minimum standard of design, efficiency compatibility and quality desired, and not to be construed in such a manner as to exclude comparable products of other manufacturers.
- .3 An "Approved Alternative" is any article, material or equipment that a bidder wishes to substitute in his bid and which has been approved by the Owner before the contract award.

1.15 Award Letter and Purchase Order

- .1 The Owner will issue an AWARD LETTER which shall be acceptance of the Bid and award of the Contract to the Contractor. Award letter will describe information required by the Owner namely Performance Security and Insurance Certificate.
- .2 Upon receipt of the above, a Purchase Order will be raised.

1.16 Completion Date

- .1 The Contractor will complete the work within the time specified in the Purchase Order.
- .2 TIME IS OF THE ESSENCE OF THE CONTRACT.

1.1 Initial On-site Meeting

- .1 Contractor will be notified by Kingston & Frontenac Housing Corporation as to the time and place of the Initial On-Site Meeting.
- .2 Contract Supervisor will review the extent of the work with the Contractor and determine responsibilities, schedules and sequence of activities.
- .3 Contract Supervisor will convene meetings during the term of the contract, as agreed to at the Initial On-Site Meeting, or as necessary.

1.2 Co-operation

- .1 Co-operate with Kingston & Frontenac Housing Corporation and arrange for all work to be expedited with the minimum of inconvenience to all parties, and report in writing any difficulties encountered in expediting the work.

1.3 Supervision and Workmanship

- .1 Execute work in the most efficient manner and in accordance with the directions and to the satisfaction of the Owner. Employ a competent supervisor who remains in charge until the work is completed in accordance with section 14 of OHSA.
- .2 Ensure that only skilled and certified tradesmen are employed.
- .3 Repair, replace or otherwise make good all unacceptable work.

1.4 Contract Management

- .1 Contract management will be co-ordinated by Kingston & Frontenac Housing Corporation.
- .2 Contract Supervisor will be named on the Purchase Order.

1.5 Use of Site Facilities

- .1 Furnish all labour, materials, equipment, transportation, storage of tools, and any other incidentals required.
- .2 Existing sanitary services, where provided, may be used by the Contractor and his personnel. If not available at the specific project, the Contractor must provide this service at his own expense.

1.6 Utilities

- .1 Use the electrical service and water service at the site only as directed by the Contract Supervisor.
- .2 Supply and pay for hoses, extension cords, special wiring or boxes as required.

1.7 Hours of Work

- .1 Work will be carried out between the hours of 7:00 A.M. and 5:00 pm Monday through Friday, or as otherwise determined under scope of work.

1.8 Interference

- .1 Maintain normal building operation and traffic flow, with a minimum of inconvenience to residents. In general, no essential services such as electric power and domestic hot water supply are to be interrupted for more than one continuous hour, and no longer than three consecutive hours for the heating system during the heating season. In all cases, previous arrangements are to be made and approval obtained from Kingston & Frontenac Housing Corporation.

1.9 Protection

- .1 Provide adequate protection to public and property.
- .2 Protect existing buildings, walls, floors, ceilings, furnishings, equipment, plant materials, lawns, etc. from any damages resulting from performing work on this Contract. Any damages to be repaired without cost to the Owner.
- .3 Protect new work from damages from any cause. All finished surfaces must be protected so that no marks or scratches mar the finished surfaces prior to acceptance of the work.
- .4 Protect and be responsible for all new finished and unfinished work which is exposed and susceptible to vandalism or theft.

1.10 Daily Clean-up

- .1 Remove all excess debris and leave areas of work broom clean.

1.11 Final Clean-up

- .1 Clean all areas of work to the satisfaction of the Contract Supervisor.

1.12 Underground Services

- .1 Be responsible for the protection of all pipes, ducts, cables, conduits, wires and other services against damage arising from the execution of the work during the contract period.

1.1 Applications for Payment

- .1 Applications for payment on account may be made MONTHLY as the work progresses and submitted to the Kingston & Frontenac Housing Corporation.
- .2 Before tax totals, Harmonized Sales Tax (HST), and Totals must be shown separately on all invoices.

1.2 No Additional Payment for Increased Costs

- .1 The amount payable to the Contractor under the Contract will not be increased or decreased by reason of any increase or decrease in the cost of the work brought about by any increase or decrease in the cost of plant equipment, labour, materials or wage rates.

1.3 Deductions for Uncorrected Work

- .1 If in the opinion of the Payment Certifier, it is not expedient to correct defective work, or for work not done in accordance with the Contract Documents, the Owner may deduct from the Contract Price the difference in value between the work as done and that called for by the Contract.

End of Section

JANITORIAL DUTIES

1.0 PURPOSE:

To provide all labour, materials, equipment and transportation necessary to carry out janitorial duties at:

**123 Van Order Drive
125 Van Order Drive
36 Cliff Crescent
40 Cliff Crescent
205 Bagot Street
381 Bagot Street**

2.0 GENERAL:

- .1 The attached Submission Form, Appendix A1 and A2 Scope of work and General Conditions are part of this contract.
- .2 Conduct of Employees
 - .1 Employees of the contractor shall be alert, polite and courteous towards the public and tenants at all times. The Contractor will employ only orderly, competent and skilful workers. The Contractor will further ensure that a high standard of service, courtesy and consideration is exhibited in all of their dealings with residents, visitors and the general public, and that they conduct all of their operations, including its administrative functions, with the utmost regard for enhancing public relations; and in recognition of the need to uphold and maintain the positive public image of KFHC.
 - .2 Should any employee give just cause for complaint, then the Contractor shall take corrective measures as necessary.
- .3 Contract Supervision by the Contractor
 - .1 KFHC must be provided with the name, and telephone number of the Contractor's representatives who may be contacted and available 8:15 am to 4:15 pm, Monday - Friday, on matters relating to this Contract.
 - .2 The Contractor shall have on duty, during these hours, sufficient and qualified Supervisor to properly direct the work having a cell phone and vehicle so as to ensure a courteous, prompt and efficient service for handling complaints.
- .4 Equipment
 - .1 The Contractor is obliged to maintain all of their equipment in good order. Where, in the opinion of the KFHC, the equipment is not suitable, the Contractor will, replace or repair the equipment. KFHC reserves the right to inspect any or all equipment at their discretion.

3.0 SCOPE OF WORK:

- .1 Supply and use approved commercial janitorial products and equipment to vacuum, dust, clean, remove cob webs, mop, disinfect, wax, seal and generally maintain the owner's premises to a good clean standard of cleanliness in accordance to the schedule of janitorial duties of Appendices A1 and A2 attached.
- .2 Building Cleanliness
 - .1 Maintain Work in tidy condition, free from accumulation of waste products and debris, including that caused by other Contractors.
 - .2 Building common areas, garbage rooms, stairwells, and interior of windows, to be kept clear of dirt, debris, cob webs, and other contaminants in accordance with the schedule as outlined within these tender documents.
 - .3 All garbage rooms, public bathrooms, stairwells, hallways, and elevators to be left in a clean and deodorized condition when complete.
 - .4 All interior glazing to be left in a clean, dirt free, streak free condition when complete.
 - .5 Cleaning of stairwells to include but not limited to the removal of cob webs as needed, and cleaning of the interior of the windows where applicable.
 - .6 The janitor's room is to be kept in a clean, organized state at all times, complete with up to date SDS sheets, in accordance with current WHMIS regulations.
 - .7 Remove waste materials from site at daily regularly scheduled times or dispose of as directed by Engineer. Do not burn waste materials on site.
 - .8 Maintain and keep clean on-site containers for collection of waste materials and debris.
 - .9 Maintain areas free of dust and other contaminants during cleaning operations.
 - .10 Store volatile waste in covered metal containers, and remove from premises at end of each working day.
 - .11 Provide adequate ventilation during use of volatile or noxious substances. Use of building ventilation systems is not permitted for this purpose.
 - .12 Use only cleaning materials recommended by manufacturer of surface to be cleaned.
 - .13 All products to be reviewed by KFHC prior to use.
 - .14 Schedule cleaning operations so that resulting dust, debris and other contaminants will not fall on wet, newly cleaned surfaces nor contaminate building systems.

- .3 Provide the labour to competently dispose of garbage and conduct the special maintenance work as requested by the schedule of janitorial duties A1 attached, where required.
- .4 Supply and maintain on site WHMIS manuals for all products in Janitor's Room and all products used. A master list is to be supplied to the KFHC office before commencement of the contract.
- .5 Books and Records
 - .1 A daily log book will be completed at each building indicating what work was done, time of arrival, and time of departure from the building.
 - .2 The Contractor will furnish all the time sheets, records, and other vouchers, on request by KFHC.

4.0 WORKMANSHIP:

The Contractor shall employ only qualified personnel to perform the work. Contractor's Employees shall receive from their employer, fair wages commensurate with the fair wage scale as determined and published by the Ministry of Labour. Kingston & Frontenac Housing Corporation may, at its discretion, cancel any agreement, without notice, if in Kingston & Frontenac Housing Corporation's opinion, fair wage is not being paid.

5.0 HOURS OF WORK:

- .1 The contractor shall commence work on-site no earlier than 7:00 am and continue until completion, 5 days per week.
- .2 The contractor is required to submit to KFHC, before commencement of the contract, a detailed list of each building, the amount of time to be spent in each building at a minimum, and the schedule of when the cleaning is to be done in each building.
 - .1 KFHC will not pay additional monies to the contractor for additional time spent in a building in order to maintain the cleanliness of the building in accordance with these contract documents.

6.0 REJECTED WORK

- .1 Correct defective work, whether result of poor workmanship, use of defective products or damage and whether incorporated in Work or not, which has been rejected by KFHC as failing to conform to Contract Documents.
- .2 If in opinion of KFHC, the contractor is not expedient to correct defective Work or Work not performed in accordance with Contract Documents, Owner will deduct from Contract Price difference in value between Work performed and that called for by Contract Documents, amount of which will be determined by KFHC.

7.0 LENGTH OF CONTRACT:

- .1 This contract is for a 7-½ month term beginning May 14, 2018 and ending December 31, 2018.
- .2 There shall be an option to renew for two additional 12 month terms at the same monthly contract price if mutually agreeable.

8.0 CLEAN-UP AND MAKE GOOD:

- .1 The Contractor shall be responsible for all damages to the premises during the execution of his work and shall maintain as little inconvenience as possible for the residents during the Contract.
- .2 The contractor shall maintain all surfaces within the building in a dirt free condition.
- .3 The Contractor shall report any damages to Kingston & Frontenac Housing Corporation office immediately.

9.0 SITE CONDITIONS REVIEW:

The Contractor shall verify site conditions, dimension and intent of these documents prior to submitting his tender. To make an appointment to visually inspect the building and conditions, please contact the building monitor for each building as per Appendix B.

10.0 PRE-BID MEETING:

A pre-bid meeting will be held on Friday, April 27, 2018 at 10:00 a.m. at 36 Cliff Crescent, Kingston, Ontario.

APPENDIX A1 (1) – WEEKLY DUTIES

123 and 125 Van Order Drive,
36 Cliff and 40 Cliff Crescent

WORK TO BE DONE	M	T	W	T	F	NOTES
Damp-mop main entrances	X	X	X	X	X	
Wash staircases, exits and entrances, & remove cob webs from all public areas including stairwells				X		
Vacuum – Entrances, mudmats in season, soiled halls and common areas	X	X	X	X	X	
Clean glass both sides at entrance	X	X	X	X	X	
Clean fingerprints – doors, frames and walls, mailboxes	X	X	X	X	X	
Dust ledges, boxes and equipment				X		Throughout building
Vacuum all halls and common areas completely including furniture (1 st floor of building each day)				X		
Clean public washrooms (None at 40 Cliff)				X		Damp mop floors, clean fixtures, install KFHC supplied paper
Garbage rooms (Main floor)	X					Damp mop, deodorize, wash chute, TO BE DONE WEEKLY on garbage day
Clean Elevators (40 Cliff only)	X					Check, clean spills, deodorize, supply & install deodorant blocks
Laundry rooms					X	Damp mop, wipe equipment, clean sink and fingerprints, replace garbage bags as (KFHC supplied), clean lint behind machines
Whole building – Public areas	X	X	X	X	X	Check, clean spills as required

NOTE: Work scheduled for any statutory holiday shall be completed either the day before or the day after the holiday.

APPENDIX A1 (2) – WEEKLY DUTIES

205 and 381 Bagot Street

Page 2 of 2

WORK TO BE DONE	M	T	W	T	F	NOTES
Damp-mop entrances	X	X	X	X	X	
Wash staircases, exits and entrances, & remove cob webs from all public areas				X		
Clean elevators				X		Vacuum & wash floor, polish walls
Vacuum – Entrances, mudmats in season, soiled halls & common areas	X	X	X	X	X	
Vacuum all halls and common areas completely including furniture				X		
Buff all quarry tile				X		
Clean glass both sides at entrances	X	X	X	X	X	
Clean fingerprints – unit doors, frames and walls as required	X	X	X	X	X	
Dust ledges, boxes and equipment				X		Throughout building
Clean public washrooms				X		Damp mop floors, clean fixtures, install KFHC supplied paper
Garbage Rooms – on each Floor Garbage Room – Main Floor	X		X		X	Damp mop, clean chutes, and deodorize. Supply deodorant blocks
Laundry Rooms				X		Damp mop, wipe equipment, clean sink and fingerprints; replace garbage bags as required (KFHC supplied), clean lint
	X	X	X	X	X	Check, clean spills as required

APPENDIX A2 (1) - MONTHLY DUTIES

123 and 125 Van Order Drive,
 36 Cliff and 40 Cliff Crescent

Shall be completed
 between 1st and 6th
 of month

WORK TO BE DONE	J	F	M	A	M	J	J	A	S	O	N	D	NOTES
Electrical, Mechanical & Storage rooms			X							X			Wash floor, dust
Clean/Wash garbage rooms & floor	X	X	X	X	X	X	X	X	X	X	X	X	
Steam clean all hallway & common room carpets and furniture					X					X			
Wash all walls – public areas, hallways, stairwells					X					X			
Clean light fixtures					X					X			
Clean interior windows and frames in common room, hallways, entrances, laundry room, etc	X	X	X	X	X	X	X	X	X	X	X	X	

APPENDIX A2 (2) - MONTHLY DUTIES

205 and 381 BAGOT STREET WORK TO BE DONE	Shall be completed between 1 st and 6 th of month												
	J	F	M	A	M	J	J	A	S	O	N	D	NOTES
Clean/Wash Garbage rooms Compactor and floor	X	X	X	X	X	X	X	X	X	X	X	X	X
Strip/Seal/Rewax all vinyl and quarry tile floors					X							X	
Steam clean all hallway & common room carpets and furniture with truck mounted unit					X					X			
Wash all walls – public areas, hallways, stairwells					X					X			
Clean light fixtures					X					X			
Clean exterior of all windows in hallways and stairwells, all floors					X								
Clean interior windows and frames in common rooms, hallways, Entrances, Laundry room, etc.	X	X	X	X	X	X	X	X	X	X	X	X	X
Compactor & recycle bins to be pressure washed				X						X			

WORK PERFORMANCE REFERENCE

NOTE:

- (1) Reference must be from persons or companies for whom you have performed work within the last twenty-four (24) months. Also reference must be for work of the same nature as that called for in the contract.

- (2) If you have performed work for Kingston & Frontenac Housing Corporation within the past forty-eight months please use them as one of your references. Failure to do so may be cause for disqualification.

1. Name: _____

Address: _____

Telephone: _____

2. Name: _____

Address: _____

Telephone: _____

3. BANK REFERENCE

Name of Branch: _____

Address: _____

Telephone: _____

FIRM: _____

ADDRESS: _____

TELEPHONE: _____

Date

Signature

BUILDING MONITORS	HOME ADDRESS	PHONE
Robert (Bob) Houghton 125 Van Order Drive	#115- 125 Van Order Drive	(613) 547-8212
Trevor Sweet 111, 123 & 129 Van Order Drive	#112- 111 Van Order Drive	(613) 539-8863
Adam Legroulx 205 Bagot Street Relief for 381 Bagot Street	#106- 381 Bagot Street	(613) 305-0078
Tanya & Adam Legroulx 381 Bagot Street Relief for 205 Bagot Street	#106- 381 Bagot Street	(613) 305-0078
Angela LeCain 6094 Carleton Drive Relief: Carol Percy	#112- 6094 Carleton Drive (McMullen Manor) #210- 6094 Carleton Drive (McMullen Manor)	(613) 374-2366 (h) (613) 561-5120 (c) (613) 374-1478
Jamie Hartley 176 Wilson Street 300/312 Conacher Drive 1130 Montreal Street Relief: Karen John (613-217-5110)	#18- 210 Wilson Street	(613) 572-7582 (c) (613) 217-5110 relief
Trevor Sweet 28, 36 & 40 Cliff Crescent	#112- 111 Van Order Drive	(613) 539-8863

PRICE BREAKDOWN PER ADDRESS PER MONTH

123 Van Order Drive	\$ _____
125 Van Order Drive	\$ _____
36 Cliff Crescent	\$ _____
40 Cliff Crescent	\$ _____
205 Bagot Street	\$ _____
381 Bagot Street	\$ _____
SUBTOTAL	\$ _____
Total cost x 7.5 months	\$ _____
HST	\$ _____
TOTAL*	\$ _____

* This total matches the total price quoted on the Bid Form document.