

Contract For

Contract Description: Provision of
Janitorial Services at
Wolfedale Facility

Tender Number: PT-2018-WR-486

Contract number: TBD

LIST OF CONTENTS

Provision of Janitorial Services at Wolfedale Facility
PT-2018-WR-486

Page 1 of 1

Title	No. of Pages
List of Contents.....	1
Articles of Agreement.....	7
Addenda	1
<u>TENDER DOCUMENT FORMS</u>	
Form of Tender	5
Contract Prices	2
Bidder's Qualifications	7
Conflict of Interest	2
Mandatory Technical/Personnel Requirements	1
Bidder's Occupational Health and Safety Performance Record.....	1
Bidder's Description of Facilities, Equipment and Workforce	1
<u>GENERAL CONDITIONS OF THE CONTRACT</u>	
General Conditions	38
Schedule A – Definitions	9
Schedule B – Financial Terms	6
Schedule C – Insurance.....	4
Schedule D – Dispute Resolution	4
<u>SCOPE OF WORK</u>	
General Instructions	4
Environmental Protection	2
Detailed Scope of Work.....	15
Drawings:	
Wolfedale Floor Plan	1
<u>ATTACHMENTS</u>	
Contract Performance Appraisal.....	1

ARTICLES OF AGREEMENT

Provision of Janitorial Services at Wolfedale Facility PT-2018-WR-486

Page 1 of 7

These Articles of Agreement are made as of the 11 day of September, 2018.

BETWEEN:

METROLINX, 277 Front Street West, Suite 400, Toronto, Ontario, M5V 2X4,
a provincial Crown corporation incorporated under the laws of Ontario
(hereinafter referred to as “Metrolinx”)

- and –

KLEENWAY BUILDING MAINTENANCE SERVICES INC.

(hereinafter referred to as the “Vendor”)

Vendor Contact Information

Mailing Address:	955 Wilson Avenue, Unit 18, Toronto, Ontario, M3K 2A8		
General Phone No.:	416-638-5587	General Facsimile No.	416-638-5587
Contact Person, Name and Title:	Bill Germanis, President		
Contact Person Email Address:	bgermanis@kleenwayservices.com	Phone No.	416-638-5587 ext. 222

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, Metrolinx and the Vendor agree as follows:

1.0 Contract

ARTICLES OF AGREEMENT

Provision of Janitorial Services at Wolfedale Facility PT-2018-WR-486

Page 2 of 7

- 1.1 The following documents and any amendments relating thereto form the contract between Metrolinx and the Vendor (the “Contract”):
 - (a) these Articles of Agreement;
 - (b) Addendum No. 1 issued August 1, 2018;
 - (c) the document attached hereto and entitled “General Conditions of the Contract”;
 - (d) the document attached hereto and entitled “Scope of Work”;
 - (e) the document attached hereto and entitled “Attachments”.
- 1.2 In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the wording of the document that first appears on the above list shall prevail over the wording of a document subsequently appearing on the list.
- 1.3 The Vendor has informed itself of the conditions relating to the Work to be performed and is thoroughly familiar with all information and documentation contained in the Contract Document.
- 1.4 The Vendor declares that no Conflict of Interest exists in accordance with the General Conditions of the Contract.
- 1.5 The Vendor agrees to be bound to each and every term, condition, article, covenant and obligation of the Contract.

2.0 Date of Completion of Work and Description of Work

The Vendor shall, between the 1st day of November, 2018 and the 31st day of October, 2023, perform and complete with care, skill, diligence and efficiency the work that is further described as follows:

- 2.1 Janitorial Services at Wolfedale Facility as set out and to be carried out in accordance with the “General Conditions of the Contract” and “Scope of Work” of this Contract.
- 2.2 The Work is to be provided to the satisfaction of Director, Station Services, Customer Service Delivery, unless otherwise specified.

3.0 Contract Price

- 3.1 Payment for services rendered and goods supplied in accordance with the terms and conditions of the Contract shall be based on the following:
 - (a) The Total Contract Price is firm and is in Canadian funds.

ARTICLES OF AGREEMENT

Provision of Janitorial Services at Wolfedale Facility PT-2018-WR-486

Page 3 of 7

- (b) The Total Contract Price includes all specified cash allowances, contingency allowances (if applicable) and all applicable taxes, except Harmonized Sales Tax (H.S.T.).
- (c) The Total Contract Price represents full payment for all Work necessary for the proper completion of the Contract.
- (d) The Total Contract Price includes all labour, superintendence, plant, tools, appliances, equipment, supplies and other accessories, services and facilities customs, duties, royalties, handling, transportation, travel, mileage, overhead, profit and all other charges.

Item No.	Detailed Description	Unit	Estimated Quantity	Contract Unit Price	Extended Total
A. PERIOD ONE (NOVEMBER 1, 2018 TO OCTOBER 31, 2019)					
A1	Regular Services (8 hours/day, Monday to Friday)	Weekday	250	\$149.850	\$37,462.500
A2	Carpet Cleaning	Semi-Annually	2	\$550.000	\$1,100.000
A3	Upholstered Chair Cleaning	Annually	1	\$325.000	\$325.000
A4	Exterior Sign Cleaning	Annually	1	\$250.000	\$250.000
A5	Exterior Building Façade Cleaning	Annually	1	\$850.000	\$850.000
B. PERIOD TWO (NOVEMBER 1, 2019 TO OCTOBER 31, 2020) (OPTION EXERCISABLE AT METROLINX'S SOLE DISCRETION)					
B1	Regular Services (8 hours/day, Monday to Friday)	Weekday	250	\$149.850	\$37,462.500
B2	Carpet Cleaning	Semi-Annually	2	\$550.000	\$1,100.000
B3	Upholstered Chair Cleaning	Annually	1	\$325.000	\$325.000
B4	Exterior Sign Cleaning	Annually	1	\$250.000	\$250.000

ARTICLES OF AGREEMENT

Provision of Janitorial Services at Wolfedale Facility PT-2018-WR-486

Page 4 of 7

B5	Exterior Building Façade Cleaning	Annually	1	\$850.000	\$850.000
C. PERIOD THREE (NOVEMBER 1, 2020 TO OCTOBER 31, 2021) (OPTION EXERCISABLE AT METROLINX'S SOLE DISCRETION)					
C1	Regular Services (8 hours/day, Monday to Friday)	Weekday	250	\$154.350	\$38,587.500
C2	Carpet Cleaning	Semi-Annually	2	\$550.000	\$1,100.000
C3	Upholstered Chair Cleaning	Annually	1	\$325.000	\$325.000
C4	Exterior Sign Cleaning	Annually	1	\$250.000	\$250.000
C5	Exterior Building Façade Cleaning	Annually	1	\$850.000	\$850.000
D. PERIOD FOUR (NOVEMBER 1, 2021 TO OCTOBER 31, 2022) (OPTION EXERCISABLE AT METROLINX'S SOLE DISCRETION)					
D1	Regular Services (8 hours/day, Monday to Friday)	Weekday	250	\$158.950	\$39,737.500
D2	Carpet Cleaning	Semi-Annually	2	\$550.000	\$1,100.000
D3	Upholstered Chair Cleaning	Annually	1	\$350.000	\$350.000
D4	Exterior Sign Cleaning	Annually	1	\$275.000	\$275.000
D5	Exterior Building Façade Cleaning	Annually	1	\$875.000	\$875.000
E. PERIOD FIVE (NOVEMBER 1, 2022 TO OCTOBER 31, 2023) (OPTION EXERCISABLE AT METROLINX'S SOLE DISCRETION)					
E1	Regular Services (8 hours/day, Monday to Friday)	Weekday	250	\$163.750	\$40,937.500

ARTICLES OF AGREEMENT

Provision of Janitorial Services at Wolfedale Facility PT-2018-WR-486

Page 5 of 7

E2	Carpet Cleaning	Semi-Annually	2	\$550.000	\$1,100.000
E3	Upholstered Chair Cleaning	Annually	1	\$350.000	\$350.000
E4	Exterior Sign Cleaning	Annually	1	\$275.000	\$275.000
E5	Exterior Building Façade Cleaning	Annually	1	\$875.000	\$875.000
TOTAL CONTRACT PRICE					\$206,962.500
13% Harmonized Sales Tax (H.S.T.) Amount					\$26,905.125

4.0 Allowances

4.1 Contingency Allowances

- (a) Contingency Allowances are subject to the General Conditions of the Contract.

5.0 Harmonized Sales Tax

- 5.1 The Vendor is bound by the General Conditions of the Contract as it relates to Harmonized Sales Tax.

6.0 Options

6.1 Option Years

- (a) Option Year is defined as a specified timeframe, in accordance with Section 8.0 below, in which the Work shall be carried out in accordance with the Contract requirements at the fixed all-inclusive prices stated in Section 4.0 herein solely if Metrolinx exercises its option to proceed with an Option Year in accordance with Sections 7.1(a) and 7.1(b) below.
- (b) It is understood that Option Year Two, Option Year Three, Option Year Four and Option Year Five are options exercisable at the sole discretion of Metrolinx. In the event Metrolinx does not exercise its option, the Contract shall be considered complete upon expiration of the current year.

ARTICLES OF AGREEMENT

Provision of Janitorial Services at Wolfedale Facility PT-2018-WR-486

Page 6 of 7

- (c) Each Option Year shall be automatically exercised unless Metrolinx informs the Vendor with sixty (60) days written notice prior to the end of the current year that Metrolinx will not be exercising such Option Year.

7.0 Project Schedule

7.1 The Work shall be carried out from the date of these Articles of Agreement and in accordance with the dates noted in the Project Schedule for the Work as follows:

- (a) Year One: commencing November 1, 2018 and continuing until October 31, 2019;
- (b) Year Two: commencing November 1, 2019 and continuing until October 31, 2020;
(Option Year Two to be exercised at the sole discretion of Metrolinx)
- (c) Year Three: commencing November 1, 2020 and continuing until October 31, 2021;
(Option Year Three to be exercised at the sole discretion of Metrolinx)
- (d) Year Four: commencing November 1, 2021 and continuing until October 31, 2022;
(Option Year Four to be exercised at the sole discretion of Metrolinx)
- (e) Year Five: commencing November 1, 2022 and continuing until October 31, 2023.
(Option Year Five to be exercised at the sole discretion of Metrolinx)

8.0 Invoicing Instructions

Invoices are to be submitted in duplicate, quoting Contract/File No. PT-2018-WR-486, PO: and the Vendor's HST Registration No. 113494611 to the following address:

**METROLINX
20 BAY STREET
SUITE 600
TORONTO, ONTARIO
M5J 2W3**

ATTN: ACCOUNTS PAYABLE

ARTICLES OF AGREEMENT

**Provision of Janitorial Services at Wolfedale Facility
PT-2018-WR-486**

Page 7 of 7

**KLEENWAY BUILDING MAINTENANCE
SERVICES INC.**

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/We have authority to bind the Corporation

METROLINX

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/We have authority to bind the Corporation

IN WITNESS WHEREOF, the above signed have executed this agreement, this day
of , 2018.

ADDENDA

Provision of Janitorial Services at Wolfedale Facility PT-2018-WR-486

Page 1 of 1

Any Addenda/Addendum issued hereto shall form part of this Tender Document and any resultant Contract(s) for the Work.

Addenda, if applicable, are as follows:

Addendum No.	Date Issued	No. of Pages
Addendum No. 1	August 1, 2018	3

Date: August 1, 2018

Tender No. PT-2018-WR-486
Provision of Janitorial Services for Wolfedale Facility

The following amendments/clarifications hereby form part of this Addendum which in turn forms part of the Tender Document. The contents of this Addendum shall be accounted for in the Submission, including any prices bid for the Work.

No consideration will be given for extras and/or changes due to the Bidder not being familiar with the contents of this Addendum.

By way of submitting a Submission, the Bidder acknowledges receipt of this Addendum. All other terms and conditions remain the same.

1.0 CLARIFICATIONS

1.1 Successor Employer Information

- (a) Pursuant to Ontario Regulation 287/01 made under *Employment Standards Act, 2000*, Metrolinx will provide the following information for each employee of the current Contractor providing Janitorial Services for Metrolinx at 91 Judson Street Facility:

- (i) Number of Employees;

(A) 1

- (ii) Employee Classification;

(A) Day Porter

- (iii) Wage rate;

(A) \$15.50/hour

- (iv) Benefits;

(A) Vacation Pay

- (v) Average weekly hours;

(A) 40

- (vi) Initial hire date; and

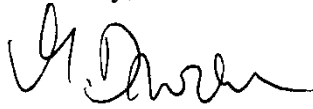
(A) November 2013

(vii) Number of weeks worked in the proceeding twenty-six (26) weeks.

(A) 26 weeks of last 26 weeks.

1.2 Refer to the attached file entitled “Addendum No. 1 Clarifications – PT-2018-WR-486.pdf”, for responses to Bidder enquiries.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Drozdiuk', with a stylized, cursive script.

Margaret Drozdiuk

Procurement Officer
Engineering & Professional
Procurement Services, Metrolinx
Direct Dial: 416-202-5622
Email: Margaret.drozdiuk@metrolinx.com



REFERENCE NO.	PT-2018-WR-486
---------------	----------------

Q #	Reference Document Section (i.e. Instructions, Drawing No., etc.)	Page # of Section (i.e. Page 1 of 5)	Insert Section # (i.e. Section 1.1.1(a))	Question	Response
1	3.0 – The Work	125		If you could clarify that the daily custodial services is based on eight (8) hours per day, five (5) days per week and the scope of work is to be completed within this time frame.	As per the tender document: Regular Services shall be performed 8 (eight) hours per day, Monday to Friday (excluding statutory holidays) after 12:00pm each day.

GENERAL CONDITIONS OF THE CONTRACT

**Provision of Janitorial Services at Wolfedale Facility
PT-2018-WR-486**

Page 1 of 38

The documents, as stated under “General Conditions” of List of Contents, hereby form part of the General Conditions of the Contract and are appended to this Tender Document.

GENERAL CONDITIONS OF THE CONTRACT

1.0 Interpretation

1.1 Definitions

- (a) Capitalized terms used in this Contract shall have the respective meanings ascribed thereto in Schedule A - Definitions.

1.2 Time of the Essence

- (a) Time is of the essence in the performance of a Party's respective obligations under this Contract.

1.3 Currency

- (a) All prices and sums of money and all payments made under this Contract shall be in Canadian dollars.

1.4 Units of Measure

- (a) All dimensions, quantities, performance specifications, calibrations and other quantitative elements used in this Contract shall be expressed in the International System of Units (SI), except where otherwise indicated.

1.5 Language

- (a) All communication between Metrolinx and the Vendor and between the Vendor and each of the Subvendors with regard to the Work shall be in the English language.

1.6 References

- (a) Each reference to a statute in this Contract is deemed to be a reference to that statute and to the regulations made under that statute, all as amended or re-enacted from time to time. Following any and all changes to Applicable Laws, the Vendor shall perform the Work in accordance with the terms of this Contract, including in compliance with Applicable Laws.
- (b) Any provision establishing a higher standard of safety, reliability, performance or service shall take precedence over a provision establishing a lower standard of safety, reliability, durability, performance or service.
- (c) Each reference, whether express or implied, to a Standard of any technical organization or Governmental Authority is deemed to be a reference, to that Standard as amended, supplemented, restated, substituted or replaced.

GENERAL CONDITIONS OF THE CONTRACT

- (d) Subject to any express definitions contained in this Contract, words and abbreviations which have well known technical or trade meanings are used in this Contract in accordance with such recognized meanings.
- (e) Where used in this Contract, "including" means including without limitation, and the terms "include", "includes", and "included" have similar meanings.
- (f) Each reference to an Article or Section within the Contract or Schedules shall refer to that Article or Section number in the Contract or the Schedule in which the reference occurs unless otherwise specified.
- (g) The division of this Contract into Articles and Sections, the insertion of headings, and the provision of a table of contents are for convenience of reference only and do not affect the construction or interpretation of this Contract.

1.7 Time

- (a) Unless otherwise specified, references to time of day or date mean the local time or date in Toronto, Ontario. When any period of time is referred to in this Contract by days between two dates, it will be calculated by excluding the first and including the last day of such period.
- (b) If, under this Contract, any payment or other event falls due on or as of a day that is not a Business Day, that payment or other event shall fall due instead on the next day that is a Business Day, unless expressly stated otherwise.
- (c) Unless otherwise specified, references to "day" shall mean calendar day.

1.8 Schedules

- (a) The following Schedules attached to this Contract shall constitute an integral part of this Contract and all expressions defined in this Contract shall have the same meanings in such Schedules:
 - (i) Schedule A - Definitions
 - (ii) Schedule B - Financial Terms
 - (iii) Schedule C - Insurance
 - (iv) Schedule D - Dispute Resolution

1.9 Order of Precedence

GENERAL CONDITIONS OF THE CONTRACT

Provision of Janitorial Services at Wolfedale Facility PT-2018-WR-486

Page 4 of 38

- (a) In the event of discrepancies, inconsistencies or ambiguities of the wording of the documents noted in the List of Contents, the wording of the document that first appears in the List of Contents shall prevail over the wording of a document subsequently appearing in the List of Contents.

2.0 Performance

2.1 Term of the Contract

- (a) This Contract shall take effect on the Effective Date hereof and shall continue in full force and effect until the earlier of: (i) the anniversary of the Effective Date; or (ii) the date that this Contract is terminated in accordance with its terms (the "Term").

2.2 Performance of the Work

- (a) The Vendor shall carry out and complete the work set forth in "Scope of Work" (the "Work") to the satisfaction of Metrolinx in accordance with all the terms of this Contract.
- (b) The Vendor shall supply the Work diligently and continuously in accordance with the scheduling requirements set out in the Project Schedule. Without limiting the generality of the foregoing, the Vendor shall perform the Work so as to enable Metrolinx to meet any timelines imposed on it under any Third Party Contracts, provided that such timelines have been identified in the Project Schedule or otherwise expressly communicated to the Vendor.
- (c) The Vendor acknowledges and agrees that each of the Vendor's Personnel shall be available to perform the Work in accordance with the required duration specified in Schedule E - Vendor Personnel. The Vendor further acknowledges and agrees that Metrolinx may, acting in its sole discretion, change the schedule including in respect of the timing of the provision of the Work and availability and number of the Vendor's Personnel. Without limiting the generality of the foregoing, Metrolinx may from time to time, on prior written notice to the Vendor twenty (20) Business Days', unilaterally extend or reduce the required duration with respect to the availability of any of the Vendor's Personnel or direct the Vendor to increase the number of Vendor's Personnel available. Metrolinx and the Vendor shall meet at a minimum, on a quarterly basis to discuss the progress of the Work and the anticipated scheduling needs with respect to the Vendor's Personnel.
- (d) Metrolinx may, from time to time, in its sole discretion, but is not required to, direct the Vendor to cause specific Vendor Personnel to perform certain tasks or activities that form part of the Work in accordance with the

GENERAL CONDITIONS OF THE CONTRACT

scheduling requirements provided by Metrolinx. Any such instructions shall be provided by Metrolinx in writing to the Vendor no less than five (5) Business Days before the specified tasks or activities are required to be performed by the Vendor Personnel.

- (e) The Vendor shall provide, at the sole cost and expense of the Vendor, save as otherwise provided in this Contract, all necessary equipment, goods, materials, analysis, transportation, accommodation, labour, staff and technical assistance and incidentals required in performing the Work and to undertake, perform and complete its undertakings, obligations and responsibilities provided for in this Contract.
- (f) The Work shall be provided in a professional, timely and economical manner according to the Required Standard of Care. Without limitation, the Vendor shall ensure that the Work are conducted in a manner that will maintain good relations with the general public and property owners.
- (g) The Vendor shall comply with and conform to all Applicable Laws, applicable to the Work to be provided by, and the responsibilities and obligations of, the Vendor under this Contract.
- (h) The Vendor shall not alter any part of a Joint Venture except with the prior written consent of Metrolinx in its sole discretion.

2.3 Subvendors

- (a) Other than the Subvendors identified in the Submission, the Vendor shall not subcontract the Work to any Person without the prior written consent of Metrolinx. No subcontracting by the Vendor shall relieve the Vendor of any responsibility for the full performance of all obligations of the Vendor under this Contract. Notwithstanding the approval of any Subvendors by Metrolinx, the Vendor shall be fully responsible for every Subvendor's activities, works, services and acts or omissions.
- (b) The Vendor shall be solely responsible for the payment of any Subvendors.
- (c) The Vendor shall co-ordinate the services of all Subvendors employed, engaged or retained by the Vendor with Metrolinx and, without limiting the generality of any other provision of this Contract, the Vendor shall be liable to Metrolinx for costs or damages arising from errors or omissions of such Subvendors or any of them. It shall be the Vendor's responsibility to control and review the Work of its own forces and of all its Subvendors and to ascertain that all Work are performed in accordance with this Contract, all governing regulations and the Required Standard of Care.

GENERAL CONDITIONS OF THE CONTRACT

Provision of Janitorial Services at Wolfedale Facility PT-2018-WR-486

Page 6 of 38

- (d) In any subcontract, the Vendor shall ensure that the Subvendor is bound by conditions compatible with, and no less favorable to Metrolinx than, the conditions of this Contract.
- (e) The Vendor warrants and represents that it and any of its permitted Subvendors and the respective workforce of each are fully qualified to perform the Work and perform this Contract and hold all requisite Approvals.
- (f) The Vendor shall only employ, for the purposes of this Contract, such persons as are careful, skilled and experienced in the duties required of them and have the required Domain Expertise, and must ensure that every such person is properly and sufficiently trained and instructed. The Vendor shall ensure that all workers and persons employed by them or under their control or employed by or under the control of its Subvendors comply with the terms of this Contract and, in particular without limiting the foregoing, the responsibilities of the Vendor with respect to matters concerning safety, compliance with the Applicable Laws and the conduct of the Work.
- (g) The Vendor shall be an independent vendor with respect to the Work to be provided under this Contract and nothing contained in this Contract shall be construed as constituting a joint venture or partnership between the Vendor and Metrolinx. Neither the Vendor nor its Subvendors shall be deemed to be employees, agents, servants or representatives of Metrolinx in the performance of the Work hereunder.
- (h) The Vendor shall not remove or change any Subvendors, or materially reduce the responsibilities of any Subvendors in relation to the provision of the Work except with the prior written consent of Metrolinx in its sole discretion. The proposed replacement Subvendor shall possess the requisite Domain Expertise and similar qualifications, experience and ability as the outgoing Subvendor.

2.4 Vendor Personnel

- (a) Not Applicable.

2.5 Third Party Work

- (a) The Vendor shall reasonably cooperate with Metrolinx and any Third Party and shall co-ordinate the Work with any and all Third Party Work. Without limiting the generality of the foregoing, the Vendor shall not alter, unreasonably interfere with or make it difficult to access any Third Party Work, except with the express written consent of Metrolinx.

GENERAL CONDITIONS OF THE CONTRACT

- (b) The Vendor shall make best efforts to coordinate with Metrolinx and all applicable Third Parties in order to minimize:
 - (i) any delays to or interference with any Third Party Work within the rail corridors;
 - (ii) costs resulting from any delays to or interference with Third Party Work; and
 - (iii) impacts on the operations of, or use of the rail corridors by, Third Party Operators, including any delays to rail passenger or freight service on the rail corridors.
- (c) When and as directed by Metrolinx, the Vendor shall participate with Metrolinx employees and any applicable Third Parties in reviewing their respective schedules and cause designated Vendor Personnel to attend such meetings with Third Parties as may be reasonably requested by Metrolinx from time to time.
- (d) In the event that the proper performance of any part of the Work depends upon Third Party Work, the Vendor shall promptly inspect such Third Party Work and provide written notice to Metrolinx of any delays or defects in such Third Party Work that render such Third Party Work unavailable or unsuitable for integration with the Work.
- (e) Claims, disputes and other matters in question between the Vendor and Third Parties shall be dealt with in accordance with Schedule D - Dispute Resolution, provided that the Third Party has reciprocal obligations. The Vendor and Metrolinx shall be deemed to have consented to arbitration of any dispute with any Third Party whose contract with Metrolinx contains a similar dispute resolution provision that includes an agreement to submit to binding arbitration, provided that Metrolinx, at its sole and absolute discretion, shall be entitled to refuse to include any dispute with a Third Party from this Contract.

2.6 Non-Interference with Operations

- (a) The Vendor understands and agrees that:
 - (i) Metrolinx and Third Party Operators are in the business of moving large volumes of passengers and cargo through rail corridors safely, expeditiously and according to a fixed timetable;
 - (ii) the success of the businesses of Metrolinx and Third Party Operators depends on meeting the above objectives on a daily basis;

GENERAL CONDITIONS OF THE CONTRACT

Provision of Janitorial Services at Wolfedale Facility PT-2018-WR-486

Page 8 of 38

- (iii) Metrolinx has contractual and statutory obligations to ensure the safety of all persons on the rail corridors and the property and facilities adjacent thereto; and
- (iv) Third Party Operators operating in and through the rail corridors and Third Party Vendors working in the rail corridors have similar restrictions and requirements.
- (b) Notwithstanding any other term or condition set out in this Contract, the safety and non-disruption of all Third Parties operating in the rail corridors is of paramount importance. Consequently, the Vendor acknowledges and agrees that the safety of all trains, passengers, operating and maintenance personnel, goods and other transported cargos, as well as the Vendor Personnel and the public in general will take precedence over all actions or non-actions of the Vendor, whether mandated or not by any other terms and conditions of this Contract.
- (c) The Vendor shall not disrupt the movement of any rail traffic in or through the rail corridors of either Metrolinx or the Third Party Operators except where it has obtained the prior written consent of Metrolinx to such disruption (which consent may be withheld in the sole discretion of Metrolinx).

2.7 Key Personnel

- (a) Not Applicable.

2.8 Vendor's Representative

- (a) The Vendor shall assign a Vendor's Representative who will direct the provision of the Work. During the Term, the Vendor's Representative will maintain ongoing contact with Metrolinx to ensure that issues are dealt with in an efficient, effective and timely manner. The Vendor's Representative shall be the primary point of contact for Metrolinx for significant issues including commercial issues and Disputes and shall have overall responsibility for coordinating the performance of the Vendor's obligations under this Contract.

2.9 Metrolinx Responsibilities

- (a) Metrolinx shall designate an individual to act as its representative (the "Metrolinx Representative") who will transmit instructions to, and receive information from the Vendor. The Metrolinx Representative will be accountable for all project expenditures relative to design, procurement and construction activities.

GENERAL CONDITIONS OF THE CONTRACT

2.10 French Language Services

- (a) Insofar as this Contract relates to the provision of services directly to the public on behalf of Metrolinx, the French Language Services Act shall be applicable to the performance of the Work. A service for the purposes of the French Language Services Act refers to any service or procedure provided to the public. Services being provided in French must be equivalent to those offered in English, and must be available within the same timeframe and of the same quality.
- (b) The Vendor shall provide and perform the Work in a manner so as to comply with the requirements set out in the French Language Services Act.
- (c) Without limitation, services and communications which must be provided in French in French Designated Areas may include:
 - (i) Consultations/Public Meetings: Presentation materials, displays, comments cards/feedback mechanism or other materials. Vendor must have at least one bilingual staff or interpreter on hand able to answer questions and discuss technical drawings/documents in French. As applicable, the Vendor shall compile and analyze the views of Francophones separately, as they may have different concerns.
 - (ii) Signage: Construction contracts may from time to time involve erecting temporary signage to redirect or warn the public of hazards. Such signage shall be bilingual.
 - (iii) Communications: Communication plans, customer impact documents, information bulletins, notices of service disruption and public relations information.

2.11 Vendor Work Performance Rating

- (a) Metrolinx shall during the term of the Contract, maintain a record of the performance of the Vendor completing Work for Metrolinx. This information shall be used to complete a "Contract Performance Appraisal" report, a copy of which will be forwarded to the Vendor upon completion of the Work. Interim "Vendor Performance Appraisal" reports may be issued, as deemed appropriate by Metrolinx, at any time during the Term of the Contract. A copy of the Contract Performance Appraisal template can be found under "Attachments".
- (b) The overall history of the Vendor in performing work for Metrolinx, including the Vendor's performance pursuant to this Contract, will be considered in the evaluation of future submissions from the Vendor.

GENERAL CONDITIONS OF THE CONTRACT

Provision of Janitorial Services at Wolfedale Facility PT-2018-WR-486

Page 10 of 38

- (c) Metrolinx reserves the right in future procurements, during any procurement process, to reject any any submissions by the Vendor due to unsatisfactory performance history with Metrolinx.
- (d) Non-compliance with Contract requirements will be identified to the Vendor.
- (e) The information contained in the "Contract Performance Appraisal" may be provided to the Ministry of Transportation, other ministries and other government agencies. Such performance reviews may be relied upon to reject the Vendor's submission on any procurement processes.

3.0 Health and Safety

3.1 Occupational Health & Safety Act

- (a) The Vendor shall comply with OHSA, and any obligations of the Vendor as an "employer" thereunder, and with all regulations made under the OHSA.
- (b) The Vendor shall report to Metrolinx any non-compliance by a Subvendor in the performance of the Work with the regulations under the OHSA if and when brought to the attention of the Vendor.
- (c) The Vendor acknowledges that lack of compliance with applicable provincial or municipal health and safety requirements will be and are intended to be documented and kept on file, and that such lack of compliance may cause:
 - (i) the Vendor's performance of the Work to be suspended; or
 - (ii) this Contract to be cancelled by Metrolinx.
- (d) The Vendor will be under an obligation to cease the Work, or any part thereof, if an authorized representative of Metrolinx so requires orally or in writing on the grounds that there has been any violation of the OHSA or any of the regulations under it, and thereafter the Work or affected part thereof shall not resume until any such violation has been rectified.
- (e) The Vendor shall be responsible for any delay caused by the Vendor in the progress of the Work as a result of any violation of provincial or municipal health and safety requirements by the Vendor, it being understood that such delay shall be not be a Force Majeure for the purposes of extending the time for performance of the Work or entitling the Vendor to additional compensation, and the Vendor shall take all necessary steps to avoid delay in the final completion of the Work without additional cost to Metrolinx,

GENERAL CONDITIONS OF THE CONTRACT

Provision of Janitorial Services at Wolfedale Facility PT-2018-WR-486

Page 11 of 38

which shall not be responsible for any additional expense or liability resulting from any such delay.

- (f) Nothing in this Section 3.1 shall be taken as making Metrolinx the "employer" (as described in Section 3.1(a) of any workers employed or engaged by the Vendor for the Work, either instead of or jointly with the Vendor.

3.2 Safety Requirements

- (a) The Vendor shall comply with the "Safety Requirements" and "Environmental Protection" (if applicable) sections of the of Scope of Work. Safety of Persons at or near a Place of Work and the public is of paramount concern to Metrolinx. In the performance of the Work, the Vendor shall not in any manner endanger the safety of, or unlawfully interfere with, Persons on or off the Place of Work, including the public.
- (b) The Vendor specifically covenants and agrees that:
 - (i) it shall comply with best industry practice in Ontario respecting health and safety in a manner that recognizes and minimizes the risk to workers, other individuals, property and the operations of Metrolinx and any railways, to the extent that such practices are not inconsistent with an express instruction set out in this Contract or provided by Metrolinx;
 - (ii) it shall comply, and shall ensure that all Vendor Personnel comply, in all regards with the requirements of OHSA and/or the Canadian Labour Code, Part II, as applicable;
 - (iii) it shall comply, and shall ensure that all Vendor Personnel comply, in all regards with the safety requirements set out in the Contract Documents;
 - (iv) it shall maintain, strictly enforce and comply, and ensure that all Vendor Personnel comply, in all regards with the Vendor's own health and safety program, to the extent not inconsistent with this Contract and Metrolinx' health and safety program;
 - (v) it shall comply, and shall ensure that all Vendor Personnel comply, with any and all safety-related directives or instructions issued by Metrolinx;
 - (vi) it shall take all steps reasonable in the circumstances to ensure the health and safety of all workers for which it has responsibility under OHSA; and

GENERAL CONDITIONS OF THE CONTRACT

Provision of Janitorial Services at Wolfedale Facility PT-2018-WR-486

Page 12 of 38

- (vii) it shall make available, at Metrolinx' request, such policies and procedures relating to its occupational health and safety matters as Metrolinx may from time to time request, and hereby covenants that all Vendor Personnel have been properly trained and are knowledgeable with respect to these policies and procedures.

3.3 Railway Safety

- (a) If applicable, the Vendor shall comply with "Railway Safety Requirements" of Scope of Work and acknowledges and agrees that:
 - (i) access to the rail corridors by the Vendor and any Vendor Personnel, shall at all times be subject to the direction of Metrolinx and/or a third party designated by Metrolinx as to rail safety matters and any applicable railway operating rules; and
 - (ii) any and all questions, matters or disputes which may arise affecting the safety of railway operations or the maintenance of the railways shall be referred to Metrolinx which shall in its discretion decide all such questions, matters and disputes.
- (b) The Vendor shall perform the Work, and shall ensure that all Vendor Personnel perform the Work, in accordance with the Canadian Rail Operating Rules from time to time approved by the Minister of Transport under the authority of the Railway Safety Act (Canada), the Standards, and all other applicable Transport Canada guidelines, railway standards, and practices.
- (c) In the event that the Work is the subject of an audit or inspection by any Governmental Authority, the Vendor shall at its own expense:
 - (i) provide notice of such audit or inspection to Metrolinx;
 - (ii) make available or cause to be made available such reasonable information and material as may be required and shall otherwise reasonably cooperate with Transport Canada officials;
 - (iii) provide Metrolinx with a copy of any audit or inspection report or other results or recommendations issued by Transport Canada, as soon as practicable but in any event within five (5) Business Days of receipt thereof by the Vendor; and
 - (iv) take all steps necessary to rectify, in consultation with and as directed by Metrolinx, any issues identified by Transport Canada.

3.4 Workers' Rights

GENERAL CONDITIONS OF THE CONTRACT

Provision of Janitorial Services at Wolfedale Facility PT-2018-WR-486

Page 13 of 38

- (a) The Vendor shall at all times pay or cause to be paid any assessments or compensation required to be paid by the Vendor or its Subvendors pursuant to any applicable workers' compensation legislation, and upon failure to do so, Metrolinx may pay such assessments or compensation to the Workplace Safety and Insurance Board and may deduct such assessments or compensation from monies due to the Vendor. The Vendor shall comply with all regulations and laws relating to workers' compensation.

4.0 Financial Terms

4.1 Financial Terms

- (a) All financial and payment terms applicable to this Contract and the Work are set out in Schedule B - Financial Terms.

5.0 Construction Lien Act

5.1 Not Applicable

6.0 Right of Ownership and Use

6.1 General

- (a) The Vendor shall be responsible for procuring for Metrolinx the right to use all Vendor Intellectual Property required in connection with the Work.
- (b) In the event that any third party Intellectual Property (other than the Metrolinx Intellectual Property) is required in connection with the Work, the Vendor shall, at its own cost, be responsible for entering into and fully maintaining, during the Term, all related and applicable license, and maintenance and support agreements for such third party Intellectual Property.
- (c) If during the Term, third party Intellectual Property (other than Metrolinx Intellectual Property) used in connection with the Work ceases to be commercially available, then the Vendor shall:
 - (i) promptly provide Metrolinx with notice of such event; and
 - (ii) promptly replace such third party Intellectual Property with an alternative product.
- (d) Any increased costs resulting from the foregoing shall be addressed pursuant to the change management process described in Article 8; provided that, in the event such Intellectual Property ceases to be available as a result of any act or omission of the Vendor, the Vendor shall be responsible for all costs associated therewith.

GENERAL CONDITIONS OF THE CONTRACT

6.2 Ownership of Metrolinx Intellectual Property

- (a) As between Metrolinx and the Vendor, Metrolinx owns and shall own all right, title and interest in and to the Metrolinx Intellectual Property. To the extent that the Vendor requires the use of any Metrolinx Intellectual Property in connection with this Contract or the Work, Metrolinx hereby grants to the Vendor, during the Term, a non-exclusive, non-transferable, non-sublicenseable, fully paid-up, royalty-free right and license for the Vendor and the Vendor Personnel to access, use, copy, support, maintain and, to the extent reasonably necessary to provide the Work, modify, the Metrolinx Intellectual Property solely for the purposes of fulfilling the Vendor's obligations under this Contract, subject to compliance with the confidentiality obligations set out in this Contract.
- (b) Metrolinx grants no rights other than explicitly granted herein, and the Vendor shall not exceed the scope of this license. Except for the limited right to use such Metrolinx Intellectual Property as set forth in this section, the Vendor shall not have or acquire any rights in or to the Metrolinx Intellectual Property.

6.3 Ownership of Vendor Intellectual Property

- (a) As between Metrolinx and the Vendor, the Vendor owns all right, title and interest in and to the Vendor Intellectual Property. The Vendor hereby grants to Metrolinx a non-exclusive, irrevocable, perpetual, fully paid-up, royalty-free and worldwide right and license to access, use, copy, support, maintain, modify (including create derivative works from), sublicense (through multiple tiers), assign, distribute or otherwise exploit any Vendor Intellectual Property that is integrated with, embedded in, forms part of or is otherwise required to access, use, copy, support, maintain, modify (including create derivative works from), sublicense, assign, distribute or otherwise exploit any Custom Intellectual Property; provided, however, that the foregoing license does not permit Metrolinx to use the Vendor Intellectual Property in its standalone form or for any purpose other than as part of or in conjunction with the Custom Intellectual Property it is associated with. The Vendor grants no rights other than explicitly granted herein, and Metrolinx shall not exceed the scope of this license.
- (b) If the Vendor integrates with or embeds in any Deliverables any Intellectual Property provided by a third party vendor, Subvendor, independent vendor, Subvendor or other Person, the Vendor shall obtain for Metrolinx the same license rights for Metrolinx has set forth in Section 6.3(a).

6.4 Ownership of Custom Intellectual Property

GENERAL CONDITIONS OF THE CONTRACT

Provision of Janitorial Services at Wolfedale Facility PT-2018-WR-486

Page 15 of 38

- (a) Metrolinx owns and shall own all right, title and interest in and to the Custom Intellectual Property. The Vendor hereby irrevocably assigns and transfers to Metrolinx all right, title and interest, throughout the world in and to all Custom Intellectual Property produced pursuant to this Contract including all applicable Intellectual Property Rights thereto. If the Vendor has any rights to Custom Intellectual Property that cannot, or which the Parties agree will not, be assigned to Metrolinx, the Vendor hereby grants to Metrolinx a non-exclusive, irrevocable, perpetual, fully paid-up, royalty-free and worldwide right and license to access, use, copy, support, maintain, modify (including create derivative works from), sublicense (through multiple tiers), assign, distribute or otherwise exploit the Custom Intellectual Property.

6.5 Employee and Subvendor Contracts

- (a) The Vendor shall obtain from each of the Contract Personnel an assignment of rights to the Custom Intellectual Property and a waiver of any moral rights (and any similar rights to the extent that such rights exist and may be waived in each and any jurisdiction throughout the world) in and to the Custom Intellectual Property, for the benefit of Metrolinx and its respective successors, assigns, licensees and vendors, prior to the performance of any Work by each such individual. The Vendor shall provide copies of such documentation to Metrolinx upon request.

7.0 Insurance

7.1 Insurance Requirements

- (a) The Vendor agrees to purchase and maintain in force, at its own expense and for the duration of this Contract, the policies of insurance set forth in Schedule C - Insurance, which policies will be in a form and with an insurer or insurers acceptable to Metrolinx. A certificate of these policies originally signed by the insurer or an authorized agent of the insurer and copies of the policies must be delivered to Metrolinx prior to the commencement of the Work.

8.0 Changes and Cash Allowances

8.1 Changes Requested by Metrolinx

- (a) Metrolinx may, in writing, request changes or alterations to the Work, or request additional services from the Vendor (any of the foregoing, "Changes"). Subject to this Article 8, the Vendor shall comply with and implement all reasonable Metrolinx Change requests, and the performance of such requests shall be in accordance with this Contract.

GENERAL CONDITIONS OF THE CONTRACT

Provision of Janitorial Services at Wolfedale Facility PT-2018-WR-486

Page 16 of 38

8.2 Changes Recommended by the Vendor

- (a) The Vendor shall promptly notify Metrolinx in writing if the Vendor considers that any notice, direction, requirement, request, correspondence, or other fact, event, or circumstance comprises, requires, or results in a Change, and seek instructions as to whether or not to proceed to implement such Change.

8.3 Change Management Process

- (a) Where a Change request is initiated by Metrolinx pursuant to Section 8.1, Metrolinx shall set out, in the Change request:
 - (i) the proposed prices for the contemplated changes;
 - (ii) the timing requirements for the implementation of the Change; and
 - (iii) any other information which may reasonably be required.
- (b) The Vendor shall respond to Metrolinx' Change request in writing within ten (10) Business Days.
- (c) Where a Change is initiated by the Vendor pursuant to Section 8.2, the Vendor shall set out in the Change request, conforming to Section 8.3(a):
 - (i) a description of the proposed Change;
 - (ii) the estimated cost of the proposed Change;
 - (iii) any proposals, designs or other details or information which may be reasonably required; and
 - (iv) the reasons for the proposed Change, including the benefits of the proposed Change and any consequences of not proceeding with the Change.
- (d) No Changes shall be implemented and no Change request shall become effective until an amendment or change order documenting the Change has been executed by both Parties, and such executed instrument shall be the final determination of any adjustments to the Contract Price, the Project Schedule, or the terms and conditions of the Contract, as applicable, with respect to the Change set out therein.
- (e) Where Metrolinx and the Vendor cannot agree as to whether or not a particular notice, direction, requirement, request, correspondence, or other fact, event, or circumstance comprises, requires, or results in a change to the

GENERAL CONDITIONS OF THE CONTRACT

scope of the Work, then either Party may refer the issue to dispute resolution in accordance with Article 16.

8.4 Cash Allowance Items and Task Assignment Process

- (a) The Vendor shall include all Cash Allowance Items in the Project Schedule and perform all Work related thereto within the Project Schedule. Where applicable, the Project Schedule shall take into account the time required to facilitate the Task Assignment Process described in this Section, including the time required to obtain Quotations pursuant to Section 14.0 of Schedule B - Financial Terms.
- (b) Cash Allowance Items shall be administered and authorized as follows (the "Task Assignment Process"):
 - (i) The Metrolinx Representative shall submit to the Vendor a request to proceed with a Cash Allowance Item.
 - (ii) Upon receipt of such request from Metrolinx, the Vendor shall, in respect of the identified Cash Allowance Item, provide to Metrolinx a response setting out:
 - (iii) the estimated hours of Work and expected completion date;
 - (iv) subject to Section 8.5, the Vendor Personnel, suppliers, Subvendors or specialized services providers which the Vendor proposes to perform the Work; and
 - (v) any requirements for testing and reporting.
- (c) As and if required, the Parties shall meet to review the requirements for the Cash Allowance Item.
- (d) Subsequent to the review meeting, and based on the results of the review meeting, the Vendor shall make its own determination of the Vendor's work effort and fee cost to provide the Vendor's scope of services for the task.
- (e) No amounts shall be payable in respect of any Cash Allowance Items unless and until Metrolinx has approved such expenditure in writing, and shall be subject to Schedule B - Financial Terms.
- (f) Upon the approval by Metrolinx of any Cash Allowance Item, the Vendor shall be responsible for the completion thereof in accordance with the terms and conditions set out in this Contract. For greater certainty, the Vendor's responsibilities for Cash Allowance Items approved by Metrolinx pursuant to this Section are the same as for all other Work.

GENERAL CONDITIONS OF THE CONTRACT

Provision of Janitorial Services at Wolfedale Facility PT-2018-WR-486

Page 18 of 38

8.5 Performance of Changes and Cash Allowance Items

- (a) Metrolinx shall determine by whom and for what amounts the items included in each Change or Cash Allowance Item will be performed.
- (b) Metrolinx shall have the right, exercisable at its sole discretion, to require the Vendor to use a third party to perform or provide any Cash Allowance Items or any Work related to a Change. Metrolinx may exercise this right generally, by requiring the Vendor to provide the Work through a third party selected by the Vendor, or by requiring the Vendor to utilize a third party identified by Metrolinx.
- (c) The Vendor shall obtain prior approval of Metrolinx before entering into a subcontract, amending an existing subcontract or performing own forces work included in a Change or Cash Allowance.

9.0 Additional Resources

9.1 Additional Resources

- (a) In addition to, or in connection with, a request for additional or altered services pursuant to Article 8, at any time during the Term, Metrolinx shall have the right in its discretion to require the Vendor to increase the number of Vendor Personnel upon twenty (20) days' notice.
- (b) Unless otherwise agreed to in writing by Metrolinx, such additional Vendor Personnel shall be available to report for work at any Place of Work designated by Metrolinx within twenty (20) days of receipt of a written request from Metrolinx pursuant to Section 9.1(a).
- (c) The hourly rate payable in respect of additional Vendor Personnel, if applicable, shall be as set out in the Articles of Agreement.

10.0 Confidential Information, Personal Information, Freedom of Information, Access and Audit Rights

10.1 Confidential Information

- (a) The Vendor shall keep all Confidential Information confidential. Without limiting the generality of the foregoing, the Vendor shall:
 - (i) not disclose, reveal, publish, or disseminate any Confidential Information to anyone, except as permitted pursuant to this Contract;
 - (ii) shall use Confidential Information only in connection with this Contract and the performance of the Work;

GENERAL CONDITIONS OF THE CONTRACT

- (iii) shall take all reasonable steps required to prevent any unauthorized reproduction, use, disclosure, publication, or dissemination of the Confidential Information; and
- (iv) shall immediately notify Metrolinx in the event that it becomes aware of any unauthorized disclosure of Confidential Information.

10.2 Permitted Disclosure

- (a) Notwithstanding the obligations set out in Section 10.1, the Vendor may disclose Metrolinx' Confidential Information to those of its Subvendors and Vendor's Personnel who need to know such Confidential Information in connection with this Contract, provided that such Subvendor or Vendor's Personnel, as applicable, is subject to obligations of confidentiality substantially similar to those contained in this Article 10.

10.3 Exceptions

- (a) The obligations of confidentiality set out in Section 10.1 shall not apply to Confidential Information which:
 - (i) becomes generally available to the public through no fault of the Vendor;
 - (ii) prior to receipt from Metrolinx, was known to the Vendor on a non-confidential basis and is not subject to another obligation of secrecy and non-use, as documented by written records possessed by the Vendor;
 - (iii) was independently developed by the Vendor prior to receipt from Metrolinx, as documented by written records possessed by the Vendor; or
 - (iv) becomes available to the Vendor on a non-confidential basis from a source other than Metrolinx that is not under other obligations of confidence.
- (b) If the Vendor becomes compelled to disclose any Confidential Information pursuant to Applicable Law, the Vendor shall provide Metrolinx with prompt written notice of any such requirement and shall cooperate with Metrolinx in seeking to obtain any protective order or other arrangement pursuant to which the confidentiality of the relevant Confidential Information is preserved. If such an order or arrangement is not obtained, the Vendor shall disclose only that portion of the Confidential Information as is required pursuant to Applicable Law. Any such required disclosure

GENERAL CONDITIONS OF THE CONTRACT

shall not, in and of itself, change the status of the disclosed information as Confidential Information under the terms of this Article 10.

- (c) Without limiting the generality of Section 10.3(a) and notwithstanding Section 10.3(b), the Parties acknowledge and agree that the treatment and disclosure of Confidential Information shall in all cases be subject to the requirements of FIPPA.

10.4 Security Measures

- (a) The Vendor shall select, implement (prior to the commencement of the Work), use and maintain the most appropriate products, tools, measures and procedures to ensure the security of all Confidential Information, as determined with reference to and generally in compliance with Applicable Laws, Industry Standards, the security requirements specified in "Scope of Work" and best practices, or as otherwise prescribed by Metrolinx during the Term. Without limiting the generality of the foregoing, such practices shall include:
 - (i) privacy due diligence safeguards; and
 - (ii) physical and electronic security measures and confidentiality enhancing technologies to guard against unauthorized disclosures, access and use, such as firewalls, encryption, the use of user identification and passwords, software or other automated systems to control and track the addition and deletion of users, and software or other automated systems to control and track user access to areas and features of information systems.
- (b) For greater certainty, Metrolinx reserves the right to prescribe the specific manner in which Vendor shall perform its obligations relating to this Section 10.4.

10.5 Intellectual Property Rights

- (a) Metrolinx, its vendors, subvendors, consultants, advisors, agents, strategic business partners, and affiliates shall retain all right, title and interest, including all Intellectual Property Rights, in and to its Confidential Information.

10.6 Return or Destruction of Confidential Information

- (a) Immediately upon expiration or termination of this Contract or at any other time upon the request of Metrolinx, and subject to Section 10.10, the Vendor agrees to:

GENERAL CONDITIONS OF THE CONTRACT

- (i) promptly return all Confidential Information (other than the Contract Records) to Metrolinx; or
 - (ii) promptly delete or destroy the Confidential Information (other than the Contract Records) and all copies thereof in any form whatsoever under its power or control and provide Metrolinx with a destruction certificate signed by an appropriate officer of the Vendor certifying such destruction.
- (b) Notwithstanding the foregoing, the Vendor shall have no obligation to return or destroy:
- (i) Confidential Information that is captured and retained within the Vendor's routine computer systems backup processes, provided that (a) no specific effort is made to retrieve such archived Confidential Information for purposes that would violate the confidentiality obligations under this Contract and (b) the confidentiality obligations of under this Contract shall continue to apply to such archived Confidential Information for so long as such information is retained; and
 - (ii) working papers or other documentation which it is required to retain pursuant to Applicable Law or any rules of professional conduct applicable to the Vendor or the Vendor Personnel.

10.7 FIPPA and Personal Information

- (a) Metrolinx and the Vendor acknowledge and agree the collection, use, retention and disclosure of Personal Information is governed by FIPPA. Metrolinx acknowledges that the Vendor may also be subject to the requirements of PIPEDA. In the event of a conflict between the requirements of FIPPA and the requirements of PIPEDA or any other legislation governing the treatment of Personal Information, the more onerous provision shall apply.
- (b) The Vendor shall ensure that all collection, access, use, retention and disclosure of Personal Information under this Contract, whether through the performance of the Work or otherwise, complies with Applicable Laws including FIPPA, PIPEDA, Standards, and applicable requirements to collect, record and retain relevant consents pertaining to the collection, access, use, retention and disclosure of Personal Information in respect of the Work.
- (c) At Metrolinx's request at any time during the Term, the Vendor shall fully participate in a Privacy Impact Assessment with respect to the performance of the Work. The Privacy Impact Assessment may be conducted by

GENERAL CONDITIONS OF THE CONTRACT

Metrolinx or external third party advisors to Metrolinx at various times throughout the Term. The Vendor and all Vendor Personnel shall cooperate with Metrolinx and/or its third party advisors to provide the resources required to facilitate and fulfill this assessment. The Vendor shall implement any recommendations resulting from the Privacy Impact Assessment process.

- (d) The Vendor shall ensure the security and integrity of any Personal Information collected by the Vendor and shall protect it against loss, unauthorized access, destruction, or alteration, in accordance with the following:
 - (i) The Vendor shall not directly or indirectly collect, use, disclose, store or destroy any Personal Information, or give, exchange, disclose, provide, or sell Personal Information to any third party, except as expressly permitted, and for a purpose(s) authorized, under this Contract or otherwise agreed to in writing by Metrolinx.
 - (ii) The Vendor shall ensure that access to Personal Information is restricted to those Vendor Personnel who have a need to know or use such information in the performance of the Work and who have been specifically authorized to have such access for the purposes of performing the Work. Access shall be limited to only that Personal Information which is required for the performance of the Work.
 - (iii) All Personal Information shall be kept in a physically secure location and separate from all other records and databases. The Vendor shall not place, input, match, insert or intermingle, nor shall it permit any Person to place, input, match or intermingle, any data or records in any form whatsoever into or with any records or database containing such Personal Information.
- (e) For greater certainty, Metrolinx reserves the right to prescribe the specific manner in which the Vendor shall perform its obligations relating to this Section 10.7.

10.8 FIPPA and Freedom of Information

- (a) The Vendor acknowledges that Metrolinx is a provincial crown agency subject to FIPPA, and acknowledges and agrees as follows:
 - (i) All FIPPA Records are subject to, and the collection, use, storage and treatment thereof is governed by FIPPA. The Vendor agrees to keep all FIPPA Records secure and available, in accordance with the requirements of FIPPA. The Vendor acknowledges that all information, data, records and materials, however recorded, that are

GENERAL CONDITIONS OF THE CONTRACT

held by the Vendor and/or created by the Vendor in the course of performing the Work are considered to be FIPPA Records and subject to FIPPA.

- (ii) Section 10.5 shall apply to all FIPPA Records (other than the Contract Records), which shall be returned and/or destroyed in accordance with that section.
- (iii) In the event of a conflict between the requirements of this Contract and the requirements of FIPPA, the requirements of FIPPA shall take precedence.
- (iv) In the event that a request is made under FIPPA for the disclosure of any FIPPA Records, Metrolinx shall provide prompt written notice thereof to the Vendor and the Vendor shall provide any and all relevant FIPPA Records to Metrolinx on demand for the purposes of responding to an access request under FIPPA. In these circumstances, the Vendor shall provide all FIPPA Records requested to Metrolinx's Freedom of Information Coordinator (or equivalent) within seven (7) Business Days of receipt of the request from Metrolinx. Notwithstanding anything to the contrary in this Contract and subject to the Vendor's rights of appeal pursuant to Section 28(9) of FIPPA, Metrolinx shall determine what FIPPA Records will be disclosed in connection with any such request, in accordance with the requirements of FIPPA (including, without limitation, the requirements with respect to affected persons set out in Section 28 thereof).
- (v) Storage of FIPPA Records (including the Contract Records) at a location outside Canada shall only be permitted with Metrolinx's express written consent.

10.9 Access

- (a) The Vendor shall provide to Metrolinx the network access requirements and access level that will be required by the Vendor to perform the Work. All requests to access Metrolinx's network will be subject to Metrolinx's written approval.
- (b) The Vendor shall aggregate all access into a central network access point before network access is granted to Metrolinx's information systems. The network controls used to facilitate access between the Vendor and Metrolinx will be subject to Metrolinx's written approval.
- (c) Contract Personnel shall not attempt to access, or allow access to, any Metrolinx data to which they are not permitted access under this Contract. If

GENERAL CONDITIONS OF THE CONTRACT

such access is attained, the Vendor shall immediately report such incident to Metrolinx, describe in detail any accessed Metrolinx data, and return to Metrolinx any copied or removed Metrolinx data.

- (d) The Vendor is responsible for ensuring that Vendor Personnel do not access, or allow access, to any Metrolinx data to which they are not permitted access under this Contract. The Vendor shall utilize commercially reasonable efforts, including through the use of rigorous systems security measures, to guard against, identify and promptly terminate the unauthorized access, alteration or destruction of software and Metrolinx data.

10.10 Audit Rights

- (a) During the Term and for a period of seven (7) years thereafter, the Vendor shall, at its cost and expense, retain and maintain, in an organized, accurate and accessible mode and manner, all financial and other books, records and documentation relating or pertaining to the Contract and the performance of the Work, including (i) original invoices and accounts, along with related records showing costs and expenses incurred, including but not limited to the cost to the Vendor of the Work and of all expenditures or commitments made by the Vendor in connection therewith; (ii) correspondence, e-mails, tenders, minutes of meetings, notes, reports, timesheets, memoranda and other documents associated with the Contract; (iii) records relating to any service level agreements and key performance indicators included in the Contract, and (iv) records related to matters of security and privacy (collectively, the "Contract Records").
- (b) The Contract Records shall be retained and maintained in accordance with all generally acceptable accounting principles and Applicable Laws and Industry Standards, or as otherwise may be required to substantiate compliance with this Contract and/or any payment to be made to the Vendor under this Contract.
- (c) During the Term and for a period of seven (7) years thereafter, Metrolinx or any third party acting on behalf of Metrolinx, shall have the right, upon no less than twenty-four (24) hours' notice in writing to the Vendor and during normal office hours, to inspect and audit, and to have access to, all Contract Records whether maintained by the Vendor or a Vendor Personnel, reasonably required to confirm the Vendor's compliance with the terms of this Contract and Applicable Laws, and to make copies thereof. The Vendor shall make available or cause to be made available the Corporate Records that are requested by Metrolinx or that may be required given the scope of the audit (provided such scope is disclosed to the Vendor), and shall otherwise reasonably cooperate with Metrolinx and any third party acting on Metrolinx's behalf, including by providing reasonable access to all of the

GENERAL CONDITIONS OF THE CONTRACT

Vendor's premises and to the Vendor's employees. Where access is needed to a Vendor Personnel's employees or to Contract Records that are maintained by a Vendor Personnel, the Vendor shall use reasonable efforts to arrange for such access on a timely basis. Without limiting the generality of the foregoing, the rights set out in this Section 10.10 shall extend to any Governmental Authority exercising its right to audit pursuant to Applicable Law or any contract with Metrolinx.

- (d) The Vendor shall maintain a competent and independent audit function to assess the internal controls over its environment and its compliance with Applicable Laws and Industry Standards. The Vendor shall provide Metrolinx, upon request, the results of all internal controls and security audits performed by the Vendor's auditors.
- (e) The Vendor shall upon advance written request, provided by e-mail or otherwise, provide Metrolinx with reasonable access to all premises that may reasonably be required to enable Metrolinx and/or Metrolinx's agents to monitor the progress of the Work. Any such monitoring or verifications shall be without prejudice to any other rights of Metrolinx under this Contract and shall not relieve the Vendor from any of its obligations under this Contract nor shall such verification be used by the Vendor as evidence of effective control of quality.
- (f) The Vendor and Metrolinx shall meet to review each audit report promptly after the issuance thereof and to mutually agree upon the appropriate manner, if any, in which to respond to the changes suggested or issued identified by the audit report. Without limiting any remedies which may be available to Metrolinx, the Vendor shall promptly remedy any violations of this Contract of which it becomes aware, pursuant to any audit or otherwise.

10.11 Vendor Compliance

- (a) The Vendor shall advise all of its Vendor Personnel, all of its Subvendors, and all of its Subvendor's Vendor Personnel of the requirements of this Article 10, and associated requirements set out elsewhere in this Contract, and take appropriate action to ensure compliance by such persons with the terms of this Article 10. In addition to any other liabilities of the Vendor pursuant to this Contract or otherwise at law or in equity, the Vendor shall be liable for all claims arising from any non-compliance with this Article 10 by the Vendor, any of its Vendor Personnel, any Subvendor and of its Subvendor's Vendor Personnel.
- (b) The Vendor warrants that each of its Vendor Personnel, each of its Subvendors and each of its Subvendor's Vendor Personnel engaged by the Vendor to provide the services pursuant to this Contract is under a written

GENERAL CONDITIONS OF THE CONTRACT

Provision of Janitorial Services at Wolfedale Facility PT-2018-WR-486

Page 26 of 38

obligation to the Vendor requiring such person to comply with the terms of this Article 10.

10.12 Publicity

- (a) Neither Party may make any public announcement or press release regarding this Contract or any relationship between the Vendor and Metrolinx, without the other Party's prior written consent.

10.13 Damages

- (a) The Vendor acknowledges and agrees that any breach or threatened breach of this Article 10 or the obligations set out herein shall cause immediate and irreparable harm to Metrolinx for which damages alone are not an adequate remedy. The Vendor hereby acknowledges and agrees that Metrolinx shall be entitled to seek, in addition to any other legal remedies which may be available to it, such equitable relief as may be necessary and available to protect Metrolinx against such breach or threatened breach. No failure or delay by Metrolinx in exercising any right hereunder shall operate as a waiver hereof, or shall estop Metrolinx from obtaining permanent injunctive relief.

11.0 Representations, Warranties and Covenants

11.1 Representations, Warranties and Covenants of the Vendor

- (a) The Vendor covenants and agrees with and represents and warrants to Metrolinx, and acknowledges and confirms that Metrolinx is relying on such covenants, agreements, representations and warranties, as follows:
 - (i) the Vendor is validly existing under the laws of the location of its head office and the Vendor has all necessary corporate power, authority and capacity to enter into this Contract and to perform its obligations hereunder;
 - (ii) the entering into of this Contract by the Vendor and the performance of its obligations hereunder has been authorized by all necessary corporate action;
 - (iii) the execution and delivery of this Contract, the consummation of the transactions contemplated herein and compliance with and performance of the provisions of this Contract does not and shall not:
 - (A) result in a breach of or constitute a default under, or create a state of fact, which after notice or lapse of time or both, or otherwise, would constitute a default under any term or

GENERAL CONDITIONS OF THE CONTRACT

provision of the constating documents of the Vendor, the by-laws or resolutions of the Vendor or any agreement or instrument to which the Vendor is a party or by which it is bound, or

- (B) require the Vendor to obtain any Approval or action of any other Persons and, if required, any such Approvals have already been obtained as of the date of this Contract;
- (iv) this Contract constitutes a legally valid and binding obligation of the Vendor enforceable against it in accordance with its terms, subject only to applicable bankruptcy, insolvency and other similar laws affecting the enforceability of the rights of creditors generally, the principles of equity and that equitable remedies such as specific performance and injunction are available only in the discretion of a court of competent jurisdiction;
- (v) the Vendor has carefully reviewed the whole of this Contract, including all of the Contract Documents, and all other documents made available to the Vendor by Metrolinx, and, to the Vendor's knowledge, nothing contained herein or therein inhibits or prevents the Vendor from performing the Work in accordance with the Required Standard of Care so as to achieve and satisfy the requirements of this Contract;
- (vi) the Vendor has engaged and shall engage only Subvendors and Vendor Personnel that are qualified and competent to perform the portions of the Work they are responsible for and possess the requisite Domain Expertise;
- (vii) the Vendor has available the resources and personnel to complete all of its obligations under this Contract in a timely, efficient and professional manner in accordance with the Required Standard of Care;
- (viii) the Vendor is not aware of any legal action instituted, threatened or pending against the Vendor that could have a material adverse effect on its ability to perform its obligations under this Contract;
- (ix) Except as disclosed in the Submission, the Vendor is free of any actual or potential Tender Conflict of Interest;
- (x) the Vendor is registered as an employer pursuant to the Workplace Safety and Insurance Act (Ontario) and has completed all filings and paid all assessments as required pursuant to that Act and the regulations thereunder;

GENERAL CONDITIONS OF THE CONTRACT

- (xi) the Vendor is familiar with the obligations imposed on an "employer" as defined in OHSA, and that it has in place a health and safety program to ensure that it takes all steps reasonable in the circumstances to ensure the health and safety of all workers for which it has responsibility under that Act; and
- (xii) the Vendor represents, warrants and covenants to Metrolinx that the Vendor is and shall remain duly registered for the purposes of Part IX of the Excise Tax Act.

11.2 Continuing Effect of Representations, Warranties and Covenants

- (a) The Vendor hereto agrees that its covenants, representations and warranties contained in this Article 11 are continuing covenants, representations and warranties and shall apply and be true and correct at all times during the Term.

12.0 Indemnity

12.1 Indemnification

- (a) The Vendor shall at all times indemnify and save harmless Metrolinx, its officers, directors, employees, members, agents, representatives, successors and assigns (hereinafter the "Indemnified Parties"), from and against any and all Losses resulting from:
 - (i) any breach, violation or non-performance by or on behalf of the Vendor of any covenant, obligation or agreement of the Vendor contained in this Contract, including any warranty;
 - (ii) any negligent acts, errors or omissions or wilful misconduct by or on behalf of the Vendor relating to the Work to be provided under this Contract;
 - (iii) any acts performed by or on behalf of the Vendor beyond the authority of the Vendor hereby conferred;
 - (iv) any inaccuracy in or breach of any of the representations or warranties of the Vendor contained in this Contract;
 - (v) any breach of the terms and conditions set out in Article 3 or arising as a result of any illness, injury or death of any employee of the Vendor or any Subvendor, including:
 - (A) any resulting expenses incurred by Metrolinx as a result of stoppage of the Work on account of failure by the Vendor to meet its obligations under and/or with respect to the OHSA; and

GENERAL CONDITIONS OF THE CONTRACT

- (B) any resulting fine(s) levied against Metrolinx as a result of any breach of the responsibilities of the employer for the work, to the extent attributable to the Vendor's failure to fulfil its obligations as described in Section 3.1; and/or
- (vi) any infringement or alleged infringement of any patent, trade secret, service mark, trade name, copyright, official mark, moral right, trade-mark, industrial design or other proprietary rights conferred by contract, common law, statute or otherwise in respect to the Work or any matter provided to Metrolinx or performed by the Vendor, or anyone else for whom at law the Vendor is responsible provided, however, the Vendor shall not be required to indemnify the Indemnified Parties pursuant to this subsection if (i) the infringement or alleged infringement was caused by the modification of a deliverable or work product prepared pursuant to this Contract by any person other than the Vendor or a Vendor Personnel, (ii) the deliverable or work product was based upon designs provided by Metrolinx, or (iii) the Work relating to the infringement or alleged infringement were used in a manner not permitted by the Contract.
- (b) The Vendor shall pay all reasonable costs, expenses and legal fees that may be incurred or paid by the Indemnified Parties in connection with any demand, claim, execution, action, suit or proceeding with respect to a matter for which the Vendor is obligated to indemnify the Indemnified Parties pursuant to this Article 12, provided that the indemnity obligations of the Vendor under this Article 12 shall not extend to Loss attributable to the negligence or willful misconduct of any Indemnified Parties to the extent that such Indemnified Parties' negligence or willful misconduct caused the Loss.
- (c) In the event any Loss is asserted in respect to which an Indemnified Party is entitled to indemnification under this Article 12, and without prejudice to any other right or remedy Metrolinx may have, Metrolinx shall be entitled to deduct or withhold a reasonable sum on account of such claim, action, suit, execution or demand, including legal costs, from monies owed or payable by Metrolinx to the Vendor under this Contract pending the final determination or settlement of such claim, action, suit, execution or demand. In the event,
 - (i) the Vendor is, becomes, or is deemed to be bankrupt or an insolvent person pursuant to the Bankruptcy and Insolvency Act (Canada);
 - (ii) the Vendor makes a general assignment for the benefit of creditors; or
 - (iii) a receiver or interim-receiver is appointed with respect to some or all of the Vendor's business, assets, or property,

then Metrolinx shall be entitled, without prejudice to any other right or remedy Metrolinx may have, to further deduct or withhold a reasonable sum on account of such Loss, from any monies owed or payable by Metrolinx to the Vendor under any other agreement or account. The provisions of this Section 12.1(c) shall not apply in the event that such Loss is otherwise provided for under any insurance provided by the Vendor to or for the benefit of Metrolinx.

13.0 Limitation of Liability

13.1 General Intent

- (a) It is the intent of the Parties that each Party shall be liable to the other Party for any actual damages incurred by the non-breaching Party as a result of the breaching Party's failure to perform its obligations in the manner required by the Contract.

13.2 Limitations on Liability

- (a) Subject to Section 13.2(c), in no event shall either Party be liable for indirect, consequential, exemplary, punitive or special damages relating to the Contract even if such Party has been advised in advance of the possibility of such damages.
- (b) Subject to Section 13.2(c), each Party's aggregate liability to the other under the Contract for direct damages for all events giving rise to liability hereunder shall be limited to an amount equal to the Total Contract Price.
- (c) The limitations of liability set forth in Sections 13.2(c) and 13.2(b) shall not apply with respect to Losses:
 - (i) that are the subject of indemnification pursuant to Articles 12.1(a)(ii), (iii), (v), (vi) or (vii); or
 - (ii) occasioned by a breach of Article 10.
- (d) Each party shall have a duty to mitigate damages for which the Vendor is responsible.

14.0 Termination

14.1 Termination for Cause by Metrolinx

- (a) Metrolinx may, by ten (10) days' written notice to the Vendor, suspend or terminate the whole or any part of the provision of the Work or this Contract for cause in the event that the Vendor is in breach of any of its obligations under this Contract, and it fails to cure such breach (which

GENERAL CONDITIONS OF THE CONTRACT

breach must be curable) within thirty (30) days of being notified thereof, and thereupon:

- (i) Metrolinx may appoint officials of Metrolinx or any other person or persons in the place and stead of the Vendor to perform the Work or any portion thereof; and
 - (ii) the Vendor shall immediately discontinue the Work on the date and to the extent specified in the notice and place no further orders for materials or services for the terminated portion of the Work.
- (b) nothing contained herein shall limit the rights of Metrolinx to recover damages from the Vendor arising from the failure of the Vendor to perform the Work satisfactorily in accordance with the terms of this Contract.

14.2 Termination for Convenience by Metrolinx

- (a) Metrolinx may, by thirty (30) days' written notice to the Vendor, terminate this Contract for convenience, and thereupon Metrolinx shall be liable for payment to the Vendor for those monies attributable to the part of the Work performed to the satisfaction of Metrolinx to the date of termination stipulated in such notice. Metrolinx shall also be liable for any reasonable demobilization costs and the reasonable cost of cancellation of any contracts, but in no event will Metrolinx be liable for any loss of profits, loss of revenue or other consequential damages.

15.0 Force Majeure

15.1 Force Majeure

- (a) Neither Party shall be liable for Losses caused by a delay or failure to perform its obligations under this Contract where such delay or failure is caused by an event beyond its reasonable control (a "Force Majeure Event"). The Parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as the provisions of this Contract would have put in place contingency plans to either materially mitigate or negate the effects of such event.
- (b) Without limiting the generality of the foregoing, the Parties agree that Force Majeure Events may include acts of God, natural disasters, acts of war, war-like operations, civil war, acts of foreign enemy, plagues, epidemics, insurrection and terrorism (provided that the conditions of Section 15.1(a) are met) but shall in no event include:

GENERAL CONDITIONS OF THE CONTRACT

- (i) shortages or delays relating to supplies or services; or
- (ii) on the part of the Vendor, lack of financing or inability to perform because of the financial condition of the Vendor.
- (c) A failure by Metrolinx to furnish instructions is not a Force Majeure Event until fourteen (14) days after a demand for such instructions has been made in writing by the Vendor and not then unless such claim is reasonable and justified to Metrolinx.

15.2 Process

- (a) If a Party seeks to excuse itself from its obligations under this Contract due to a Force Majeure Event:
 - (i) that Party shall immediately notify the other Party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period thereof; and
 - (ii) the Party giving the notice shall thereupon be excused the performance or punctual performance, as the case may be, of such obligation for the period of time directly attributable to such Force Majeure Event.
- (b) This Section shall not apply or be available to a Party in respect of any event, or resulting delay or failure to perform, occurring more than fourteen (14) days before notice is given to Metrolinx pursuant to Section 15.1
- (c) In the case of a continuing Force Majeure Event, only one notice shall be necessary.

15.3 Metrolinx Rights

- (a) Without limiting any other rights available to Metrolinx under this Contract, Metrolinx reserves the right to contract any Work from a third party during any period of Force Majeure claimed by the Vendor.

16.0 Dispute Resolution

- 16.1 All Disputes shall be resolved in accordance with, and the Parties shall comply with, Schedule D - Dispute Resolution.

17.0 Set Off

- 17.1 Metrolinx shall have the right to satisfy any amount from time to time owing by it to the Vendor under the Contract by way of a set-off against any amount from time to time owing by the Vendor to Metrolinx under the Contract, including but

GENERAL CONDITIONS OF THE CONTRACT

Provision of Janitorial Services at Wolfedale Facility PT-2018-WR-486

Page 33 of 38

not limited to any amount owing to Metrolinx pursuant to the Vendor's indemnification of Metrolinx in this Contract.

18.0 General

18.1 Entire Agreement

- (a) This Contract constitutes the entire agreement between the Parties regarding the Work and supersedes any prior understandings, negotiations, representations or agreements, whether written or verbal.

18.2 Governing Law and Jurisdiction

- (a) This Contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws applicable therein, without regard to principles of conflicts of law that would impose the law of another jurisdiction. The Parties hereby irrevocably and unconditionally attorn and submit to the non-exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.

18.3 Survival

- (a) The obligations set out in Articles 1, 2, 3, 7, 8, 10, 11 and 12 and this Article 18 of this Contract shall continue to bind the Vendor notwithstanding expiration or termination of this Contract for any reason whatsoever or completion of the Work as contemplated hereunder.

18.4 Enurement

- (a) This Contract shall enure to the benefit of, and be binding upon the Parties and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

18.5 Assignment

- (a) The Vendor shall not be entitled to assign this Contract in whole or in part without the prior written consent of Metrolinx, which consent shall not be unreasonably withheld or delayed.

18.6 Independent Parties

- (a) This Contract does not create and is not intended to create an agency or employment relationship, partnership, joint venture or other similar association between the Parties. The relationship between the Parties is to be considered at all times as that of a purchaser and an independent contractor. Neither Party shall have the right to bind the other to any agreement with any third party or to incur any obligation or liability on

GENERAL CONDITIONS OF THE CONTRACT

behalf of the other Party. Except as expressly provided for in this Contract, neither Party shall represent, directly or indirectly by conduct, to any third party that it is an agent, employee, partner or joint venturer of the other.

- (b) The Vendor Personnel and all other personnel providing the Work are solely the employees of the Vendor and applicable Subvendors (and not Metrolinx') for all purposes under this Contract, including for all purposes under any Applicable Laws. Accordingly, none of the foregoing personnel is entitled to any benefits respecting any pension or other benefit plan, program or policy of Metrolinx.

18.7 Third Party Beneficiaries

- (a) This Contract is made solely for the benefit of the Parties and, to the extent expressly and specifically stated, any other Parties made beneficiaries of this Contract. No terms of this Contract shall be deemed to confer upon any other third parties any claim, remedy, reimbursement or other right.
- (b) The Vendor represents and warrants to Metrolinx that the Vendor is entering into this Contract solely on the Vendor's own behalf and not as an agent for any other Person.

18.8 Joint and Several Liability

- (a) Where the Vendor comprises two or more Persons, each of them shall be jointly and severally liable for the obligations of the Vendor under this Contract.

18.9 Notice

- (a) Unless expressly provided elsewhere in the Contract Documents, every notice required or permitted under this Contract must be in writing and may be delivered in person, by courier or by fax to the applicable party at the address or fax number in the Articles of Agreement or to any other address, fax number or individual that a party subsequently designates by notice.
- (b) Any notice under this Contract, if delivered personally or by courier on a Business Day will be deemed to have been given when actually received, if delivered by fax before 3:00 p.m. on a Business Day will be deemed to have been delivered on that Business Day and if delivered by fax after 3:00 p.m. on a Business Day or on a day that is not a Business Day will be deemed to be delivered on the next Business Day. For greater clarity, notice shall not be given by email.

18.10 Amendments

GENERAL CONDITIONS OF THE CONTRACT

- (a) Except as expressly provided in this Contract, no amendment, supplement or restatement of any provision of this Contract is binding unless it is in writing and signed by both Parties.

18.11 No Waiver

- (a) No provision of this Contract shall be deemed waived, amended or modified by either Party unless such waiver, amendment or modification is in writing and signed by the Party against whom it is sought to enforce the waiver, amendment or modification. The failure by a Party to exercise any of its rights, powers or remedies hereunder or its delay to do so does not constitute a waiver of those rights, powers or remedies. No waiver made with respect to any instance involving the exercise of any such right is to be deemed to be a waiver with respect to any other instance involving the exercise of the right or with respect to any other such right.

18.12 Severability

- (a) If any term or condition of this Contract, or the application thereof to the Parties or circumstances, is to any extent invalid or unenforceable in whole or in part, the remainder of this Contract shall continue in full force and effect, and the application of such term or condition to the Parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

18.13 Further Assurances

- (a) Each Party agrees that it shall at any time and from time to time, at its own expense, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request for the purpose of giving effect to this Contract or carrying out the intention or facilitating the performance of the terms of this Contract.

18.14 Conflict of Interest Acknowledgement and Agreement

- (a) For the purposes of this Contract, a "Conflict of Interest" includes any situation or circumstances where, in relation to the performance of its contractual obligations in this Contract, the Vendor's other commitments, relationships or financial interests:
 - (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or
 - (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations.

GENERAL CONDITIONS OF THE CONTRACT

- (b) The Vendor acknowledges that participation (directly or indirectly) in any procurement process arising from or related to this Contract (the "Prohibited Procurements") would constitute a Conflict of Interest with this Contract, and the Vendor agrees that it shall not, and shall take reasonable steps (including obtaining covenants substantially similar to those set out in this section) to ensure that its Subvendors do not participate in or be involved with such Prohibited Procurements either directly or indirectly, including as a bidder or as a subvendor, contractor or advisor to any bidder.
- (c) The Vendor shall:
 - (i) avoid all Conflict of Interest in the performance of its contractual obligations;
 - (ii) disclose to Metrolinx without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and
 - (iii) comply with any requirements prescribed by Metrolinx to resolve any Conflict of Interest.
- (d) In addition to all other contractual rights or rights available at law or in equity, Metrolinx shall have the right to immediately terminate this Contract, by giving notice in writing to the Vendor, where:
 - (i) the Vendor fails to disclose an actual or potential Conflict of Interest;
 - (ii) the Vendor fails to comply with any requirements prescribed by Metrolinx to resolve a Conflict of Interest; or
 - (iii) the Vendor's Conflict of Interest cannot be resolved.
- (e) This section shall survive any termination or expiry of this Contract.

18.15 Counterparts

- (a) This Contract may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by all Parties shall constitute a full, original and binding agreement for all purposes. Counterparts may be executed either in original or electronic form, provided that the Party providing its signature in electronic form shall promptly forward to the other Party an original signed copy of this Contract which was so sent electronically.

19.0 Warranty

19.1 General

GENERAL CONDITIONS OF THE CONTRACT

- (a) The Vendor represents, warrants and covenants:
 - (i) That all workmanship shall be in compliance with the requirements of the Contract.
- (b) The express warranties contained herein are in addition to all other warranties and conditions, express or implied, including all legal and statutory warranties, all warranties arising at law, warranties of merchantability and fitness for a particular purpose, and warranties of the Vendor.
- (c) The warranty period shall commence upon acceptance of goods by Metrolinx.

19.2 Warranty Conditions

- (a) If, within twenty-four (24) months, the goods supplied by the Vendor or any part thereof become defective or fails due to any default by the Vendor in fulfilling the requirements of the Contract including, without limitation, improper, faulty or defective design, materials, workmanship, manufacture, fabrication, packaging, shipment or delivery, then the Vendor, upon notification in writing from Metrolinx, shall forthwith repair or remedy every such defect or failure, or replace the goods, without cost (including without limitation transportation cost) to Metrolinx.
- (b) All labour cost incurred by Metrolinx in respect of the repair or remedy of defects or failures, and of the replacement of goods during the warranty period, shall be reimbursed to Metrolinx by the Vendor in accordance with the agreed to hourly rates to be negotiated.
- (c) Metrolinx shall provide the Vendor with reasonable access to the Place of Work for the purpose of performing warranty work when practical.
- (d) The Vendor shall prepare and furnish data and reports pertaining to any repairs, replacements and remedies pursuant to the Warranty, including, but not limited to, revisions and updating of contract drawings, data and contract deliverables.
- (e) In the event the Vendor fails to fulfil any obligation stipulated in this Warranty, Metrolinx shall have the right to repair, remedy or replace the goods at the Vendor's expense.
- (f) The Vendor shall cause those warranties that are provided by Subvendors and suppliers that extend beyond the Vendor's warranty period, be assigned to Metrolinx. Should there be any claim under the said warranties after the expiration of the Vendor's warranty period, such claim shall be made and

GENERAL CONDITIONS OF THE CONTRACT

processed directly by Metrolinx with the relevant Subvendors or suppliers. Subvendors' and suppliers' warranties shall also pass to Metrolinx in the event that the Vendor is unable to complete its obligations under the Contract. In any event, the Vendor shall make provision in all subcontracts and purchase orders for all warranties to be directly assigned to Metrolinx.

- (g) Any product that does not meet the Contract Scope of Work, notwithstanding tests, inspection or acceptance at any time or location, are found to contain deficiencies, will be subject to rejection and shall be returned to the Vendor. The Vendor shall be entitled to a joint inspection of the defective component at the premises of Metrolinx. The Vendor shall assume the expenses of handling and transportation in both directions.

19.3 Intellectual Property

- (a) In addition to the warranties and conditions implied by the Sales of Goods Act (Ontario), the Vendor represents and warrants that there are no patents, trademarks, copyrights or other rights restricting the use, repair or replacement of the goods, or any part thereof, furnished under this Contract.

END OF SECTION

GENERAL CONDITIONS OF THE CONTRACT
SCHEDULE A - DEFINITIONS

Provision of Janitorial Services at Wolfedale Facility
PT-2018-WR-486

Page 1 of 9

1.0 In this Contract Document,

- 1.1 "Acceptance" or "Acceptable" or "Accepted" means the act of formal notification by Metrolinx of no further objections regarding content, construction or compliance.
- 1.2 "Applicable Laws" means all applicable laws, statutes, regulations, orders, by-laws, treaties, judgements, decrees and ordinances applicable from time to time and, whether or not having the force of law, all applicable Approvals, Standards, codes, requirements, requests, directives, rules, guidelines, instructions, circulars, manuals, and policies of any Governmental Authority having or purporting to have jurisdiction or authority over a Party, property, transaction or event, including laws relating to workplace safety and insurance, occupational health and safety and employment standards.
- 1.3 "Approvals" means any permits, licences, consents, approvals, clearances, orders, ordinances, registrations, filings or other authorizations respecting the work undertaken as part of the Work as may be required from any applicable Governmental Authority or otherwise by the Vendor's contract documents.
- 1.4 "Arbitration Act" means the Arbitration Act, 1991, S.O. 1991, Chapter 17.
- 1.5 "Business Day" means any day other than: (a) a Saturday or Sunday and (b) any other day on which Metrolinx is not open for business. Each Business Day will end at 4:00 p.m. on that day.
- 1.6 "Cash Allowance", if applicable, means a sum included in the Total Contract Price by Metrolinx as a predetermined allowance to cover the items identified in "Tender Document Form: Contract Prices" which shall form part of the Articles of Agreement.
- 1.7 "Cash Allowance Items", if applicable, means those items, work and/or services identified in the "Tender Document Form: Contract Prices" which shall form part of Articles of Agreement as items to be paid for using the designated Cash Allowance.
- 1.8 "Changes" has the meaning ascribed to it in Section 8.1 of General Conditions of the Contract.
- 1.9 "Construction Lien Act", if applicable, means the Construction Lien Act, R.S.O. 1990, Chapter C.30.
- 1.10 "Confidential Information" means all information of a confidential nature (as determined with reference to its treatment by Metrolinx) which is provided, disclosed or made available (orally, electronically or in writing or by any other

GENERAL CONDITIONS OF THE CONTRACT
SCHEDULE A - DEFINITIONS

Provision of Janitorial Services at Wolfedale Facility
PT-2018-WR-486

Page 2 of 9

media) by Metrolinx (or its representatives) to the Vendor (including to employees, vendors, contractors or other representatives thereof) and includes any copies or reproductions thereof. For greater certainty, all Personal Information, Contract Records, construction documents, personal information, and anything else specifically marked or identified by Metrolinx as confidential or proprietary are deemed to be "Confidential Information" for the purposes of this Contract.

- 1.11 "Conflict of Interest" has the meaning ascribed to it in Section 18.14 of General Conditions of the Contract.
- 1.12 "Contract" means this contract between the Vendor and Metrolinx pursuant to Tender No. [...] including the Articles of Agreement, General Conditions of the Contract and the Schedules thereto and the Contract Documents.
- 1.13 "Contract Documents" means the Contract and those documents listed in "Scope of Work" and any written amendments thereto as agreed to by the Parties.
- 1.14 "Contract Performance Appraisal" has the meaning ascribed to it in Section 2.11(a) of General Conditions of the Contract.
- 1.15 "Contract Records" has the meaning ascribed to it in Section 10.8 of General Conditions of the Contract.
- 1.16 "Custom Intellectual Property" means any Intellectual Property created, developed or produced by the Vendor or any Vendor Personnel under this Contract specifically for use in connection with the performance of the Work, all documentation and media related thereto, and all Intellectual Property Rights therein.
- 1.17 "Deliverables" means the work product created by the Vendor and/or the Vendor Personnel in connection with or as a requirement of the Work, including all reports, drawings, plans, designs, processes, tools, standards, registers, logs, updates, files, databases, Software, and documentation.
- 1.18 "Dispute" means all disputes, controversies, or claims arising out of or relating to: (a) this Contract; (b) the alleged wrongful exercise or failure to exercise by a Party of a discretion or power given to that Party under this Contract; and/or (c) the interpretation, enforceability, performance, application, or administration, breach, termination, or validity of this Contract or any failure to agree where agreement between the Parties is called for.
- 1.19 "Dispute Notice" has the meaning given in Schedule D - Dispute Resolution of General Conditions.

GENERAL CONDITIONS OF THE CONTRACT
SCHEDULE A - DEFINITIONS

Provision of Janitorial Services at Wolfedale Facility
PT-2018-WR-486

Page 3 of 9

- 1.20 "Domain Expertise" means the required level of depth and breadth of qualifications and experience in respect of the tasks to be performed in connection with the Work, gained through a practical application of the knowledge underlying the tasks in an environment substantially similar to that of the Work.
- 1.21 "Drawings" describe the detailed technical requirements of the Work and form part of the Scope of Work.
- 1.22 "Effective Date" means the final date of execution of this Contract by both Parties.
- 1.23 "Encumbrance" means any mortgage, charge, pledge, hypothecation, Lien, security interest, hypothec, easement, right-of-way, right-of-first refusal, option, encroachment, building or use restriction, conditional sales agreement, personal property lease, licence, restrictive covenant, adverse claim, promissory right or other encumbrance of any nature however arising, or any other security agreement or arrangement creating in favour of any creditor a right in respect of any property that is prior to the right of any other creditor in respect of such property.
- 1.24 "Excise Tax Act" means the Excise Tax Act, R.S.C. 1985, Chapter E-15.
- 1.25 "FIPPA" means the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, Chapter F.31.
- 1.26 "FIPPA Records" means all information, data, records and materials, however recorded, in the custody or control of Metrolinx, including Confidential Information, Personal Information and Contract Records. For the purposes of this definition, documents held by the Vendor in connection with this Contract are considered to be in the control of Metrolinx.
- 1.27 "French Designated Area" means an area designated as such in the Schedule to the French Language Services Act. A map and complete listing of French Designated Areas is available at <http://www.ofa.gov.on.ca/en/flsa-mapdesig.html>.
- 1.28 "French Language Services Act" means the French Language Services Act, R.S.O. 1990, Chapter F.32.
- 1.29 "Governmental Authority" means any domestic government, including any federal, provincial, territorial, municipal, regional or other local government, and any government established court, agency, tribunal, commission or other authority exercising or purporting to exercise executive, legislative, judicial, regulatory or administrative functions respecting government; provided, however, "Governmental Authority" does not include Metrolinx.

GENERAL CONDITIONS OF THE CONTRACT
SCHEDULE A - DEFINITIONS

Provision of Janitorial Services at Wolfedale Facility
PT-2018-WR-486

Page 4 of 9

- 1.30 "Income Tax Act" means the Income Tax Act, R.S.C. 1985, Chapter 1 (5th Supp.).
- 1.31 "Indemnified Parties" has the meaning ascribed to it in Section 12.1 of General Conditions of the Contract.
- 1.32 "Intellectual Property" means all intellectual and industrial property, including: (a) materials, images, reports, Software, applications, audio or video recordings, specifications, performance requirements, software development tools, technologies, content, data (including all information whether or not contained in or on any database or electronic information storage system or media owned by or in the custody or control of Metrolinx), technical information, interfaces, web portals, components, services, information, databases, and documentation; (b) patents, patent application rights, rights to file patents, inventions, trade-marks (whether registered or not), trade-mark applications, rights to file trade-marks, trade names, copyrights (whether registered or not), design registrations, trade secrets, confidential information, industrial and similar designs, rights to file for industrial and similar designs, processes, methodologies, techniques and know-how; and (c) all Intellectual Property Rights therein.
- 1.33 "Intellectual Property Rights" means any right to Intellectual Property recognized by law, including any Intellectual Property right protected by legislation or arising from protection of information as a trade secret or as confidential information.
- 1.34 "Joint Venture" is the business arrangement of two or more parties proposed as identified in the Submission.
- 1.35 "Key Personnel" means the people identified by name in Section 1.1(a) of Schedule E - Vendor Personnel.
- 1.36 "Key Responsibilities" means the main responsibilities and tasks to be performed by each category of Vendor Personnel, as identified in Schedule E: Vendor Personnel.
- 1.37 "List of Contents" shall mean the section of the Contract Document entitled "List of Contents".
- 1.38 "Losses" means claims, actions, suits, executions, and demands and all loss, liability, judgments, costs, charges, damages, liens and expenses of any nature whatsoever and howsoever caused.
- 1.39 "Metrolinx" means Metrolinx, a provincial crown agency continued under the Metrolinx Act, S.O. 2006, Chapter 16, and its successors and assigns.

GENERAL CONDITIONS OF THE CONTRACT
SCHEDULE A - DEFINITIONS

Provision of Janitorial Services at Wolfedale Facility
PT-2018-WR-486

Page 5 of 9

- 1.40 "Metrolinx Intellectual Property" means: (a) all Intellectual Property that is proprietary to, or controlled or licensed by, Metrolinx and provided to the Vendor; (b) all Metrolinx Marks; (c) all procurement documents issued by Metrolinx; (d) all documentation or source materials (including source code) related to any of the foregoing; and (e) all copies, translations, improvements, modifications, enhancements, adaptations, or derivations made to the Metrolinx Intellectual Property by Metrolinx and/or any third party not performing work under this Contract.
- 1.41 "Metrolinx Marks" means any trademarks, service marks, trade names, logos or other commercial or product designations owned or licensed by Metrolinx, whether registered or not.
- 1.42 "Metrolinx Representative" or "Metrolinx's Representative" has the meaning ascribed to it in Section 2.9 of General Conditions of the Contract.
- 1.43 "OHSA" means the Occupational Health and Safety Act, R.S.O. 1990, Chapter O.1.
- 1.44 "Parties" means both of Metrolinx and the Vendor and a "Party" means either one of them.
- 1.45 "Person" means any individual, sole proprietorship, partnership, limited partnership, corporation or company (with or without share capital), trust, foundation, joint venture, Governmental Authority or any other incorporated or unincorporated entity or association of any nature.
- 1.46 "Personal Information" has the meaning ascribed to it in FIPPA.
- 1.47 "PIPEDA" means the Personal Information Protection and Electronic Documents Act, S.C. 2000, Chapter 5.
- 1.48 "Place of Work" is the designated site or location of the Work.
- 1.49 "Privacy Impact Assessment" refers to a systematic and consistent method of analysis to identify and analyze privacy risks in a program, technology or service.
- 1.50 "Prohibited Procurements" has the meaning ascribed to it in Section 18.14 of General Conditions of the Contract.
- 1.51 "Product" means any goods, machinery, equipment, fixtures and Software (including any components of any of the foregoing) forming part of the Deliverables, but does not include machinery and equipment used solely to perform the Work.

GENERAL CONDITIONS OF THE CONTRACT
SCHEDULE A - DEFINITIONS

Provision of Janitorial Services at Wolfedale Facility
PT-2018-WR-486

Page 6 of 9

- 1.52 "Professional Engineer" means an engineer licensed to practice engineering in the Province of Ontario.
- 1.53 "Project Schedule" means the schedule of work identified in Tender Document Form: Form of Tender, which shall form part of the Contract and may be amended at the sole discretion of Metrolinx.
- 1.54 "Quotation" has the meaning given in Section 15.0 of Schedule B - Financial Terms of General Conditions.
- 1.55 "Railway(s)" means one or more of the Canadian National Railway Company (CN), Canadian Pacific Railway Company (CP), Metrolinx or the Toronto Terminals Railway Company (TTR) owning or operating the Railway Right-of-Way on which all or part of the Work may be performed.
- 1.56 "Rates" has the meaning ascribed to it in Section 1.1 of Schedule B - Financial Terms of General Conditions.
- 1.57 "Required Standard of Care" means: (a) using the Standards, practices, methods and procedures among the highest commercial standards of practice and professionalism as understood in the Province of Ontario; (b) confirming to Applicable Laws and all rules of professional conduct applicable to the Vendor or the Vendor Personnel; (c) exercising that degree of skill and care, diligence, prudence and foresight which would be expected from a leading Person or professional performing work similar to those called for under this Contract; and (d) using only proper materials and methods as are suited to the function and performance intended.
- 1.58 "Software" means any set of machine readable instructions that directs the performance of specific operations, including computer programs, computer code, software programs (whether executable or not executable), system software, application software, embedded software, databases, data, middleware, GUI's, objects, firmware, components and modules and related documentation.
- 1.59 "Standards" means, at a given time, those standards, specifications, manuals, codes, practices, methods and procedures applicable to the Required Standard of Care.
- 1.60 "Subvendor" means an individual, firm, partnership, corporation or design professional having a direct contract with the Vendor or another Subvendor to perform a part or parts of the Work as identified in the Submission or as otherwise identified in a request to add a new Subvendor.
- 1.61 "Submission" means all documentation and other materials and information submitted by the Bidder in response to Tender No.

GENERAL CONDITIONS OF THE CONTRACT
SCHEDULE A - DEFINITIONS

Provision of Janitorial Services at Wolfedale Facility
PT-2018-WR-486

Page 7 of 9

- 1.62 "Supplier" means an individual, firm, partnership or corporation having a direct contract with the Vendor or another Subvendor to provide goods and/or services required to carry out the Work of the Contract.
- 1.63 "Scope of Work" describe the general and detailed requirements of the Work and are to be read in conjunction with any Drawings, if applicable, contained herein.
- 1.64 "Task Assignment Items", if applicable, means those items, work and/or services identified in the "Tender Document Form: Contract Prices" which shall form part of Articles of Agreement as items to be paid for under the Total Contract Price.
- 1.65 "Task Assignment Process" has the meaning ascribed to it in Section 8.4 of General Conditions of the Contract.
- 1.66 "Taxes" means all present and future taxes, surtaxes, duties, levies, imposts, rates, fees, premiums, assessments, withholdings, dues and other charges of any nature imposed by any Governmental Authority (including, income, capital (including large corporations), gross receipts, consumption, sales, use, transfer, goods and services or other Value Added Taxes, excise, customs or other import, anti-dumping, countervail, net worth, alternative or add-on minimum, windfall profits, stamp, registration, franchise, payroll, employment insurance, Canada Pension Plan, worker's compensation, health, education, school, business, property, local improvement, environmental, development and occupation taxes, surtaxes, duties, levies, imposts, rates, fees, premiums, assessments, withholdings, dues and charges) together with all fines, interest and penalties in respect thereof or in lieu of or for non-collection thereof.
- 1.67 "Tender Conflict of Interest" means the Vendor had an unfair advantage or engaged in conduct, directly or indirectly, that gave it an unfair advantage, including but not limited to (i) having, or having had access to, confidential information of Metrolinx in the preparation of its submission during the Tender process that was not available to other bidders, (ii) communicating with any person with a view to influencing preferred treatment in the Tender process (including but not limited to the lobbying of decision makers involved in the Tender process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the Tender process.
- 1.68 "Term" has the meaning ascribed to it in Section 2.1 of General Conditions of the Contract.
- 1.69 "Third Party" or "Third Parties" means any Third Party Vendors or Third Party Operators.

GENERAL CONDITIONS OF THE CONTRACT
SCHEDULE A - DEFINITIONS

Provision of Janitorial Services at Wolfedale Facility
PT-2018-WR-486

Page 8 of 9

- 1.70 "Third Party Contract" means a contract between Metrolinx and any other Person which is in any way related to, impacts or is impacted by the Work and/or the Vendor's acts or omissions, whether expressly identified to the Vendor or not.
- 1.71 "Third Party Vendors" means vendors, suppliers, service providers, utility owners or any other third party (excluding the Vendor and any Subvendors and Vendor Personnel) performing work and/or providing products and services in, or in respect of, the rail corridors, where such work, products or services (a) are on behalf and for the benefit of Metrolinx or (b) are being undertaken to enable work, products or services on behalf of and for the benefit of Metrolinx.
- 1.72 "Third Party Operators" means (a) any third party providing products and/or services in the rail corridors on their own behalf, pursuant to rights granted by Metrolinx, including VIA Rail Canada Limited, Canadian Pacific Railway Company and Canadian National Railway Company; and (b) any third party who otherwise has a right to occupy, access, or use property or facilities on or adjacent to the rail corridors.
- 1.73 "Third Party Work" means work and services conducted or provided by Third Parties.
- 1.74 "Total Contract Price" means the amount identified as such in Tender Document Form: Contract Prices which shall form part of the Articles of Agreement.
- 1.75 "Value Added Taxes" means such sum as shall be levied upon amounts payable to the Vendor under this Contract by any Governmental Authority that is computed as a percentage of the amounts payable to the Vendor (including all other Taxes but excluding Value Added Taxes), and includes the HST, and any similar tax, the payment or collection of which, by the legislation imposing such tax, is an obligation of the Vendor.
- 1.76 "Vendor" means the company identified as such in the Articles of Agreement.
- 1.77 "Vendor Intellectual Property" means any Intellectual Property which (a) the Vendor has already created, developed or produced prior to the Effective Date; (b) which the Vendor creates, develops or produces independently of this Contract and/or the performance of the Work; (c) which the Vendor licenses from a third party; (d) all documentation or source materials (including source code) related to any of the foregoing; and (e) all copies, translations, improvements, modifications, enhancements, adaptations, or derivations made to the Vendor Intellectual Property by the Vendor and/or any third party not performing work under this Contract; provided, however, that Vendor Intellectual Property does not include Custom Intellectual Property.

GENERAL CONDITIONS OF THE CONTRACT
SCHEDULE A - DEFINITIONS

Provision of Janitorial Services at Wolfedale Facility
PT-2018-WR-486

Page 9 of 9

- 1.78 "Vendor Personnel" or "Vendor's Personnel" means (a) with respect to the Vendor, all of the Vendor's personnel, employees and independent contractors (including the Key Personnel and the Vendor's Representative) engaged in the performance of the Work; and (b) with respect to each Subvendor, all of that Subvendor's personnel, employees and independent contractors engaged in the performance of the Work.
- 1.79 "Vendor Policies" has the meaning ascribed to it in Schedule C - Insurance of General Conditions.
- 1.80 "Vendor's Representative" means the person identified by the Vendor, and Accepted by Metrolinx, as the Vendor's authorized representative pursuant to Section 2.8 of General Conditions of the Contract.
- 1.81 "Work" means all activities, services, goods, equipment, matters and things required to be done, including all of the work, labour, services, goods, equipment, if applicable, described in the Scope of Work and Drawings and is further described in Section 2.2(a) of General Conditions.
- 1.82 "Working Day" means as specified in Section 7 (Time and Working Restrictions) of Detailed Scope of Work.

END OF SECTION

GENERAL CONDITIONS OF THE CONTRACT
SCHEDULE B – FINANCIAL TERMS

Provision of Janitorial Services at Wolfedale Facility
PT-2018-WR-486

Page 1 of 6

1.0 Payment

- 1.1 Metrolinx will pay the Vendor for the Work performed by the Vendor pursuant to this Contract, in the amounts and manner, at the rates set out in the Articles of Agreement (the "Rates") and at the times, set forth in the Articles of Agreement and this Schedule B - Financial Terms.
- 1.2 The Vendor shall perform all of the Work notwithstanding that the value of the time spent by the Vendor in performance thereof may exceed the maximum amount payable to the Vendor pursuant to Section 3.0 of this Schedule B - Financial Terms.

2.0 Limitation of Expenditure

- 2.1 It is understood that the Contract is based on reimbursement for actual Work requested by Metrolinx and performed by the Vendor, to the satisfaction of Metrolinx.
- 2.2 Metrolinx does not guarantee any minimum or maximum of work.

3.0 Total Contract Price

- 3.1 Subject to Sections 8.1, 8.2 and Article 9 - Additional Resources of General Conditions of the Contract, Metrolinx and the Vendor acknowledge and agree that the Total Contract Price set out in the Articles of Agreement is the maximum amount payable in respect to the provision of the Work provided, however, that the foregoing is not an entitlement to, nor a guarantee that the Vendor will be paid the full amount of the Total Contract Price. The Total Contract Price includes all Cash Allowances identified in this Contract.

4.0 Rates for Work

- 4.1 The Vendor acknowledges and agrees that the Rates are inclusive of all labour and materials, insurance costs, disbursements and all other overhead including any fees or other charges required under Applicable Laws and noted in the Articles of Agreement. Without limiting the generality of the foregoing, the Rates include costs for the coordination, administration of the provision and management of the Work necessary to achieve compliance with external agencies and Governmental Authorities as required to obtain any Approvals, provided, however, that the specific costs associated with application and permit fees in respect of the Approvals shall be paid directly by Metrolinx.
- 4.2 Metrolinx shall not reimburse the Vendor for any hospitality, food or incidental expenses incurred. Subject to the prior consent of Metrolinx, Metrolinx shall reimburse the Vendor for reasonable traveling expenses incurred in connection

GENERAL CONDITIONS OF THE CONTRACT
SCHEDULE B – FINANCIAL TERMS

Provision of Janitorial Services at Wolfedale Facility
PT-2018-WR-486

Page 2 of 6

with the performance of the Work, such reimbursement to be made in accordance with the Government of Ontario's Travel, Meal, and Hospitality Expenses Directive.

- 4.3 As part of the Work, the Vendor shall also be responsible for obtaining and registering all of the Software licenses and long term support agreements, as and if applicable, on behalf of Metrolinx, and any costs incurred by the Vendor in connection thereto shall be included in the Rates set out in the Articles of Agreement.

5.0 Taxes

- 5.1 The Total Contract Price and all amounts payable under the Contract shall be inclusive of all Taxes (except for HST) in effect as at the date of this Contract. Unless otherwise expressly specified in this Contract or otherwise required by Applicable Law, the Vendor shall be responsible for remittance of any and all Taxes due and payable in respect of the Work.
- 5.2 Any amount to be levied against Metrolinx in respect of the HST or any similar successor tax levied under the Excise Tax Act and applicable to the Work, is to be shown separately on all invoices for Work performed by the Vendor. The Vendor shall remit any HST paid or due to the Canada Revenue Agency in accordance with Applicable Laws, and shall, at the request of Metrolinx, provide evidence of payment of same.
- 5.3 In the event that Metrolinx is entitled to a rebate under the Retail Sales Tax Act (Ontario) or the Excise Tax Act in whole or in part, for Value Added Taxes paid under this Contract, the Vendor shall show on each invoice, and in the manner directed by Metrolinx, either the actual Value Added Taxes paid by the Vendor by category or the portion of the Vendor's fees eligible under Applicable Law for the rebate.
- 5.4 Certain payments to non-resident corporations or individuals may be subject to withholding taxes, under the Income Tax Act. Non-residents can apply in advance to Revenue Canada, Taxation, for a waiver or reduction of the withholding tax requirement. Unless Metrolinx is provided with a copy of the written information as a result of the waiver application to the Tax Services Office of Canada Customs and Revenue Agency, taxes will be withheld as determined under the Income Tax Act. The Vendor shall be responsible for investigating whether they are subject to the withholding of taxes under the Income Tax Act and obtaining the necessary waiver or reduction as needed.

6.0 Invoicing and Payment Process

- 6.1 Not Applicable.

GENERAL CONDITIONS OF THE CONTRACT
SCHEDULE B – FINANCIAL TERMS

Provision of Janitorial Services at Wolfedale Facility
PT-2018-WR-486

Page 3 of 6

- 6.2 The aggregate amount invoiced by the Vendor shall not exceed the Total Contract Price, unless such additional amount is agreed by the Parties pursuant to the change management process set out in Article 8 of General Conditions of the Contract.
- 6.3 Unless there is a Dispute with respect to the content of an invoice and subject to the other provisions of this Schedule B, Metrolinx shall make payment to the Vendor no later than thirty (30) Business Days following receipt of the invoice for payment from the Vendor, unless otherwise provided or permitted in the Contract. The Vendor shall accept any payments made by Metrolinx by way of Electronic Funds Transfer, and shall, if requested by Metrolinx, provide the account information required to complete an Electronic Funds Transfer.

7.0 Cost of Changes

- 7.1 Changes shall be implemented by the Vendor without any additional charge, unless the Vendor is able to demonstrate (with supporting documentation) that the Change causes the Vendor to incur additional costs.
- 7.2 The Vendor shall implement all Changes for a reasonable price in accordance with the same pricing principles and price levels as originally agreed in the Articles of Agreement. Where Rates apply to Vendor Personnel, those same Rates shall apply with reference to the applicable level of experience and/or expertise.
- 7.3 With respect to any Changes that (in whole or in part) require the services of a third party, Metrolinx (at its sole discretion) shall have the right to require the Vendor to provide three (3) quotes to Metrolinx in respect of such third party services, in accordance with Section 8.0 of this Schedule B - Financial Terms.
- 7.4 Metrolinx shall have the right to request such documentation and other supporting information as it reasonably requires to confirm and substantiate the costs associated with any Change request, and the Vendor shall provide same to Metrolinx within five (5) Business Days of the request therefor.

8.0 Expenditure of Cash Allowance

- 8.1 Where the expenditure of a Cash Allowance has been approved by Metrolinx, the value of completed or delivered Cash Allowance Items may be claimed as part of the Vendor's monthly application for payment, in accordance with Section 6.0 of this Schedule B - Financial Terms. Cash Allowance expenditures must not exceed the Total Contract Price.
- 8.2 The Vendor is not entitled to any extra payment on account of a specified Cash Allowance Item and is not entitled to any unexpended Cash Allowance amounts.

GENERAL CONDITIONS OF THE CONTRACT
SCHEDULE B – FINANCIAL TERMS

Provision of Janitorial Services at Wolfedale Facility
PT-2018-WR-486

Page 4 of 6

8.3 A Cash Allowance is in no way a guarantee of monies and shall only be expended for the portion of the Cash Allowance Items specified in the Articles of Agreement and authorized by Metrolinx pursuant to Section 8.4 of the General Conditions.

- (a) The Cash Allowance shall cover the net cost of performing all Cash Allowance Items, excluding Vendor's overhead and profit which shall be included in the Rates, exclusive of the Cash Allowance. Should the cost of performing the Cash Allowance Items be less than the identified amount of the Cash Allowance, the Vendor shall only be compensated for the actual cost of performing the Work.
- (b) In the event that the Vendor reasonably anticipates that the cost of performing the Work under the Cash Allowance will exceed the amount of the Cash Allowance, the Vendor shall immediately notify Metrolinx and the matter shall be addressed pursuant to the change management process set out in Article 8 of the General Conditions. The Vendor shall not be compensated for any amount exceeding the Cash Allowance unless and until same has been authorized in writing in accordance with Article 8 of the General Conditions.
- (c) All expenditures by the Vendor under the Cash Allowance must be substantiated with appropriate documentation clearly documenting the amount of the expenditure and the goods and/or services to which it relates. The Vendor shall only be compensated for expenditures under the Cash Allowance that are substantiated.

9.0 Quotations - Changes and Cash Allowance Items

9.1 With respect to any Changes or Cash Allowance Items (or any part thereof), the Vendor shall, upon request by Metrolinx (at its sole discretion), submit up to three (3) quotes detailing the estimated cost of the applicable Change or Cash Allowance Item (each a "Quotation"). Where Metrolinx has not provided the names of third parties from which quotations should be obtained, the Vendor shall have the right to choose which third parties shall provide quotations. Subject to any instruction to the contrary issued by Metrolinx pursuant to Section 8.5 of the General Conditions, where a Cash Allowance Item includes work that the Vendor proposes would be most efficiently performed by the Vendor's own workforces, the Vendor shall include as one of the three (3) quotes the price proposal for having its own workforce perform the work.

- (a) Any and all costs incurred by the Vendor for providing a Quotation or obtaining quotations from third parties, shall be borne by the Vendor.

GENERAL CONDITIONS OF THE CONTRACT
SCHEDULE B – FINANCIAL TERMS

Provision of Janitorial Services at Wolfedale Facility
PT-2018-WR-486

Page 5 of 6

- (b) All Quotations shall be prepared on the Vendor's letterhead and in a format agreed to by Metrolinx and the Vendor. The Quotation shall at a minimum contain the following information:
- (c) a description of the work required by the Work;
- (d) Curriculum Vitae for each required position and two (2) references for each individual;
- (e) estimated hours of work for each identified key role;
- (f) any requirement for additional positions other than those listed in Schedule E - Vendor Personnel;
- (g) required Subvendors; and specialized service providers;
- (h) any requirements for testing and/or reporting;
- (i) detailed breakdown of costs;
- (j) detailed work schedule which complies with completion date provided by Metrolinx (as required by Metrolinx); and
- (k) any other requirements/instructions.
- (l) The Vendor shall, upon request, disclose to Metrolinx the originals of all bids, quotations and other price related information received from suppliers or Subvendors.

9.2 Metrolinx reserves the right to accept or reject a Quotation, in whole or in part.

10.0 Metrolinx Property

10.1 All tangible property purchased and charged to Metrolinx' account is and shall be deemed and shall remain the property of Metrolinx.

11.0 Payment Schedule and Advance Payment Security

11.1 Not Applicable.

12.0 Contract Security

12.1 Not Applicable.

GENERAL CONDITIONS OF THE CONTRACT
SCHEDULE B – FINANCIAL TERMS

Provision of Janitorial Services at Wolfedale Facility
PT-2018-WR-486

Page 6 of 6

13.0 Bonus for Early Completion

14.0 Liquidated Damages

END OF SECTION

GENERAL CONDITIONS OF THE CONTRACT
SCHEDULE C – INSURANCE

Provision of Janitorial Services at Wolfedale Facility
PT-2018-WR-486

Page 1 of 4

1.0 Vendor Insurance Requirements

1.1 The Vendor shall, at its own expense, obtain and maintain for the entire Term minimum insurance coverage as follows:

(a) Commercial General Liability

- (i) The policy shall provide a policy limit of not less than two million dollars (\$2,000,000) per occurrence for all claims arising out of bodily injury (including death), personal injury, and damage to property of others. Such policy shall not contain any exclusion that conflict with the Work required to be performed under this Contract. The Vendor shall cause the interest of Metrolinx, and such other Person as Metrolinx may determine at its sole and absolute discretion, to be noted on the Vendor Policies hereof as “Additional Insured”. The policy shall contain a waiver of subrogation, cross liability and severability of interest.

(b) Automobile Liability Insurance

- (i) If required, the policy shall provide coverage for liability arising out of the use of owned, non-owned, leased or hired automobiles in connection with the performance of the Work. Coverage shall consist of a combined single limit of not less than two million dollars (\$2,000,000) per occurrence. Alternatively, for Work that do not require the use of owned, non-owned, leased or hired automobile, the Vendor shall provide a written confirmation within five (5) Business Days of contract award, stating same, in place of the insurance coverage.

(c) Crime/Employee Theft Insurance

- (i) Crime/Employee Theft and Dishonesty Insurance, inclusive of client coverage, in the amount of not less than two-hundred and fifty thousand (\$250,000) per occurrence.

- (d) Any other valid or collectible insurance available to Metrolinx shall not apply to any loss until the coverage and limits available under the insurance policies maintained by the Vendor in accordance with this Contract have been exhausted.

1.2 Additional Coverage

- (a) Without prejudice to any other provisions of this Contract (including Section 1.1 of this Schedule C - Insurance), the Vendor shall, at all relevant

GENERAL CONDITIONS OF THE CONTRACT
SCHEDULE C – INSURANCE

Provision of Janitorial Services at Wolfedale Facility
PT-2018-WR-486

Page 2 of 4

times and at its own expense, obtain and maintain, or cause to be obtained and maintained (during the Term plus thirty-six (36) months after termination or expiration of this Contract):

- (i) those insurances that are reasonable for the performance of the type and scope of Work set out by this Contract (including, as applicable, insurance as would typically be required by prudent designers or consultants); and/or
- (ii) those insurances that the Vendor is required to obtain and maintain, or cause to be obtained or maintained, by Applicable Law.

1.3 Requirements for Insurance

- (a) All of Vendor's policies of insurance, as required under this Contract (the "Vendor Policies"), shall be taken out with insurance companies licensed to transact business in the Province of Ontario with an AM Best rating of no less than A.
- (b) Any deductible or self-insured retention amounts are the responsibility of the Vendor. Notwithstanding the foregoing, such deductibles or self-insured retention must be consistent with standard commercial practice and acceptable to Metrolinx, acting reasonably.
- (c) All Vendor Policies shall be kept in full force and effect during the Term, including any requirements for the period following the Term.
- (d) In the event that the Vendor fails to obtain and/or maintain in full force and effect any such insurance as aforementioned, then Metrolinx shall have the right as the Vendor's true and lawful attorney to do all things necessary for this purpose. The Vendor shall be responsible, and shall reimburse Metrolinx, all amounts paid by Metrolinx for insurance premiums and any and all costs incurred by Metrolinx in connection with this Contract. Without limitation, any premiums due on any insurance policy under this Schedule C - Insurance, but not paid by the Vendor may be paid directly to the insurer(s) or broker(s) by Metrolinx, which shall be entitled to deduct the amount of same along with its reasonable costs in so doing from any monies otherwise due to the Vendor by Metrolinx either under this Contract or otherwise.
- (e) All Vendor Policies shall be endorsed to provide Metrolinx with not less than thirty (30) days' advance written notice of cancellation.
- (f) Irrespective of the insurance requirements above, the insolvency, bankruptcy, or failure of any such insurance company providing insurance

GENERAL CONDITIONS OF THE CONTRACT
SCHEDULE C – INSURANCE

Provision of Janitorial Services at Wolfedale Facility
PT-2018-WR-486

Page 3 of 4

for the Vendor, or the failure of any such insurance company to pay claims that occur will not be held to waive any of the provisions hereof.

1.4 Proof of Insurance

- (a) The Vendor shall, prior to the commencement of the Work and thereafter upon request, provide to Metrolinx original signed certificates of insurance for the Vendor Policies, confirming that the required coverage has been placed and maintained. In addition, at least fifteen (15) days prior to the expiry date or replacement of any policy, the Vendor shall provide original signed certificates evidencing renewals or replacements of such policy to Metrolinx, without notice or request by Metrolinx.
- (b) The Vendor shall, upon request, provide evidence to Metrolinx that the premiums associated with the Vendor Policies have been paid; however, receipt by Metrolinx of the above information will in no way constitute confirmation by Metrolinx that the insurance complies with the requirements of this Contract. Responsibility for ensuring that the insurance coverage outlined in this Contract is in place rests solely with the Vendor.
- (c) The Vendor also agrees to provide Metrolinx with proof of errors and omissions insurance maintained by any Subvendor, where such Subvendor is under a professional obligation to maintain the same, and with proof of such insurance to be provided to Metrolinx no later than the execution of this Contract by the Vendor and to be in a form and with an insurer acceptable to Metrolinx.

1.5 Vendor's Liability Preserved

- (a) The provisions of this Contract as they relate to insurance do not diminish, limit or otherwise affect the liability of the Vendor to Metrolinx under or in relation to any other provisions of this Contract.

1.6 Certificates of Insurance shall include:

- (a) A reference to the Project description and Contract number;
- (b) Additional insureds as follows:
 - (i) The Certificate of Commercial General Liability Insurance shall include the following as additional insureds:
 - (A) Metrolinx.
- (c) Confirmation the policy includes a waiver of subrogation against Metrolinx as required by General Conditions of the Contract.

GENERAL CONDITIONS OF THE CONTRACT
SCHEDULE C – INSURANCE

Provision of Janitorial Services at Wolfedale Facility
PT-2018-WR-486

Page 4 of 4

- (d) A provision requiring the insurer to give Metrolinx thirty (30) calendar days prior written notice of any changes to, or cancellation of, the required insurance policies.

2.0 Workplace Safety & Insurance Board Protection

- 2.1 With respect to the WSIB coverage as required under the Workplace Safety and Insurance Act (Ontario), the Vendor unconditionally guarantees to Metrolinx full compliance with the conditions, regulations and laws relating to workplace safety insurance by itself and by all Subvendors.
- 2.2 Without restricting the indemnity obligations of the Vendor in Article 12 of the General Conditions, unless the Vendor is WSIB exempt, the Vendor shall produce, at the commencement of this Contract, from time to time as may be required by Metrolinx and prior to issuance of the Final Payment Certificate, a valid Workplace Safety and Insurance Clearance Certificate, issued by the WSIB, for the premium rate class, subclass or group appropriate to the Work.
- 2.3 If the Vendor is WSIB exempt, it shall provide evidence of Employer's Liability or equivalent, to the satisfaction of Metrolinx, in lieu of a Workplace Safety and Insurance Clearance Certificate.

END OF SECTION

GENERAL CONDITIONS OF THE CONTRACT
SCHEDULE D – DISPUTE RESOLUTION

Provision of Janitorial Services at Wolfedale Facility
PT-2018-WR-486

Page 1 of 4

1.0 Bona fide efforts to resolve

- 1.1 The Parties shall at all times during the Term make bona fide efforts to resolve any and all Disputes arising between them by amicable negotiations and to have all Disputes resolved at the lowest level of management before engaging the dispute resolution processes described in the balance of this Schedule D - Dispute Resolution.

2.0 Continuance of the Work During Dispute

- 2.1 Unless expressly directed otherwise by Metrolinx, the Vendor shall not stop or delay the performance of the Work, in whole or in part, on account of a Dispute between the Vendor and Metrolinx or between the Vendor and any other Person. Without limiting the generality of the foregoing, at all times during the course of a Dispute, the Vendor shall:
- (a) continue with the Work in a diligent manner and without delay;
 - (b) conform to Metrolinx' decisions and directions; and
 - (c) be governed by all applicable provisions of this Contract.
- 2.2 The Parties acknowledge and agree that the Vendor's compliance with this Section 2.0 shall not operate to waive any claim or contention that the Vendor may have in relation to any Dispute.

3.0 Tiered-Dispute Resolution

- 3.1 The Parties agree that any Dispute which cannot be resolved to the satisfaction of both Parties by direct discussions between staff members of the Parties, may be referred for negotiation between senior management of both Parties by delivery from one Party to the other Party of notice in writing requesting dispute resolution, which notice shall set out the Dispute in reasonably sufficient detail (a "Dispute Notice").

4.0 Negotiation

- 4.1 In the event a Party issues a Dispute Notice to the other Party, the Vice President, GO Capital Infrastructure at Metrolinx (or if that position no longer exists at the time the Dispute Notice is issued, the person performing an equivalent function) and an authorized representative of the Vendor, of equivalent seniority and duly appointed to represent the Vendor in this regard, shall meet and make a good faith effort, on a without prejudice basis, to resolve the Dispute as set out in the Dispute Notice in a prompt manner and, for the purpose of same, each Party shall provide its representative with full and timely disclosure of all relevant facts

GENERAL CONDITIONS OF THE CONTRACT
SCHEDULE D – DISPUTE RESOLUTION

Provision of Janitorial Services at Wolfedale Facility
PT-2018-WR-486

Page 2 of 4

information and documents as may be reasonably required or may be reasonably requested by the other Party, on a without prejudice basis, to facilitate such negotiation.

- 4.2 Negotiations under this Section 4.0 shall be commenced within ten (10) Business Days of delivery of a Dispute Notice and shall, unless otherwise agreed by the Parties, be concluded within fifteen (15) Business Days of their commencement. In the event that a resolution satisfactory to all Parties is achieved through such negotiations, the Parties shall issue a joint statement detailing the manner in which the Dispute has been resolved.

5.0 Mediation

- 5.1 If a Dispute has not been resolved through high-level negotiation as contemplated in Section 4.0, either Party may refer the Dispute to be resolved through mediation.
- 5.2 The Parties shall mutually agree to the appointment of the mediator within thirty (30) Business Days, or within such other time as the Parties may agree, of any Party issuing a supplementary Dispute Notice requesting mediation.
- 5.3 If the Parties cannot agree on the appointment of a mediator, the appointment of a mediator shall be determined by the Ontario Superior Court of Justice following an application by either Party.
- 5.4 The mediator shall be independent of and at arm's length to the Parties and shall be a person who by training and experience has the qualifications and the mediation skills to mediate a Dispute.
- 5.5 Unless the Parties otherwise agree, the mediation shall proceed in accordance with the following procedures:
- (a) Each Party shall prepare a summary of the issues in dispute, with the Party's position with respect to those issues. The summary shall be delivered to the mediator and the other Parties, at least seven (7) Business Days before the first mediation conference.
 - (b) The goal of the mediation is to reach an agreed upon settlement and, therefore, all individuals with the appropriate authority to agree to the settlement terms and conditions shall be present at the mediation.
 - (c) A Party may be represented at the mediation by counsel or another representative at the sole cost of such Party.

GENERAL CONDITIONS OF THE CONTRACT
SCHEDULE D – DISPUTE RESOLUTION

Provision of Janitorial Services at Wolfedale Facility
PT-2018-WR-486

Page 3 of 4

- (d) The mediator, the Parties and their counsel or representatives shall keep confidential all matters relating to the mediation, except where disclosure of a settlement agreement is necessary to implement or enforce that agreement and except as otherwise required by Applicable Law.
 - (e) In all respects, the mediation is deemed to be a "without prejudice" proceeding.
- 5.6 The costs of the mediator shall be apportioned equally between the Parties unless otherwise agreed under any settlement reached under this Section 5.0.
- 5.7 If the Parties achieve a resolution of the Dispute, the mediator shall confirm the resolution in writing, which will be signed by the Parties. If the Parties do not resolve the Dispute, the mediator shall provide a written confirmation that the Parties were unable to resolve the Dispute.
- 5.8 Both Parties acknowledge and agree that they may not refer a Dispute for resolution by arbitration under Section 6.0 herein prior to attempting to resolve such Dispute through mediation pursuant to this Section 5.0.

6.0 Arbitration

- 6.1 Any Party may, within ten (10) Business Days of the delivery of the mediator's confirmation that the Parties were unable to resolve their Dispute, issue a supplementary Dispute Notice requesting arbitration. Subject to Applicable Law, if such a supplementary Dispute Notice is issued, the Parties shall proceed to arbitration in the manner described below.
- 6.2 If the Parties agree on the arbitrator, the Parties shall jointly appoint the arbitrator as soon as possible and in any event within ten (10) Business Days of the submission of a Dispute to arbitration under this Section 6.0. If the Parties are unable to agree on an arbitrator, each Party shall appoint an arbitrator, and the two arbitrators so chosen shall select a third arbitrator acceptable to both of them within ten (10) Business Days of their selection.
- 6.3 The arbitrator(s) shall be independent of and at arm's length to the Parties and shall be a person who by training and experience has the qualifications and arbitration skills to arbitrate a Dispute.
- 6.4 The arbitration shall be conducted in accordance with the provisions of the Arbitration Act, except to the extent they are modified by the express provisions of this Schedule D - Dispute Resolution or unless the Parties otherwise agree.
- 6.5 If the issue in dispute is particularly time sensitive, the Parties shall, in good faith, take such reasonable steps as may be required to expedite the arbitration process

GENERAL CONDITIONS OF THE CONTRACT
SCHEDULE D – DISPUTE RESOLUTION

Provision of Janitorial Services at Wolfedale Facility
PT-2018-WR-486

Page 4 of 4

in order that an award may be rendered as soon as practicable by the arbitrator(s), given the nature of the Dispute.

- 6.6 The arbitrator(s) has the jurisdiction to deal with all matters relating to a Dispute.
- 6.7 Unless otherwise agreed, the arbitration shall be conducted in the City of Toronto, Province of Ontario at the location determined from time to time by the arbitrators, but the arbitrators may meet in any other place the arbitrators considers necessary for consultation, to hear witnesses, experts or other parties, or for the inspection of documents, goods or other property.
- 6.8 In addition to the examination of the Parties by each other, the arbitrator(s) may examine, in the ordinary course, the Parties or either of them and the witnesses in the matter referred to the arbitrator(s), and the Parties and witnesses, if examined, shall be examined on oath or affirmation.
- 6.9 The language of the arbitration shall be English.
- 6.10 The arbitrator(s) shall, after full consideration of the issues in dispute, the relevant facts and Applicable Law, render a decision as soon as possible and, in any event, shall use all reasonable efforts to render a decision no later than thirty (30) Business Days after argument of the issue to the arbitrator(s), which decision shall be final and binding on the Parties and not subject to appeal or challenge, except such limited relief provided under Section 45(1) (appeal on a question of law, with leave) or Section 46 (setting aside award) of the Arbitration Act.
- 6.11 The costs of the arbitration are in the discretion of the arbitrator(s) who, in addition to any jurisdiction and authority under Applicable Law to award costs, has the jurisdiction and authority to make an order for costs on such basis as the arbitrator(s) consider appropriate in the circumstances. The submission to the arbitrator(s), and any award made in pursuance of it, may, at the instance of either of the Parties and without notice to the other of them, be made an Order of the Ontario Court (General Division), pursuant to the Arbitration Act and the Courts of Justice Act (Ontario).

END OF SECTION

SCOPE OF WORK

Provision of Janitorial Services at Wolfedale Facility
PT-2018-WR-486

Page 1 of 1

The Scope of Work is comprised of those documents listed under “Scope of Work” in List of Contents.

SCOPE OF WORK GENERAL INSTRUCTIONS

Provision of Janitorial Services at Wolfedale Facility PT-2018-WR-486

Page 1 of 4

1.0 1.0 Documents Required

1.1 Maintain at the Place of Work, one (1) copy of following:

- (a) Contract Document;
- (b) Amendments to Contract/Change Orders;
- (c) other modifications to Contract;
- (d) Vendor's Occupational Health and Safety Policy, the program to implement the Occupational Health and Safety Policy and the site safety plan;
- (e) any other documentation required to be posted as per the OHSA and any subsequent regulations; and
- (f) any other documentation required to carry out the Work.

2.0 Work Schedule

2.1 Interim reviews of Work progress based on the schedule submitted by Vendor will be conducted. Update Vendor's schedule and cash flow chart when requested by Metrolinx.

3.0 Location and Hours of Work

3.1 Location(s) of Work

- (a) The Work shall be carried out at the following location(s):
 - (i) Metrolinx's West Region Facility located at 3500 Wolfedale Road, Mississauga, Ontario.

3.2 Hours of Work

- (a) The Vendor's hours of work for this Contract are as described in Section 7 of Detail Scope of Work, statutory holidays excluded.

4.0 Subvendors and Suppliers

4.1 The Vendor shall submit within five (5) Working Days of execution of the Contract a complete list of Subvendors and Suppliers that shall include the names of all Subvendors and Suppliers that will be employed to perform or supply the Work.

**SCOPE OF WORK
GENERAL INSTRUCTIONS**

**Provision of Janitorial Services at Wolfedale Facility
PT-2018-WR-486**

Page 2 of 4

- 4.2 The Vendor shall not change the identified Subvendors or Suppliers listed without written consent of Metrolinx.

5.0 Vendor's Use of Site

- 5.1 Perform Work, and schedule deliveries, in a manner that will interfere as little as possible with Metrolinx's operations.

6.0 Codes and Standards

- 6.1 Perform Work in accordance with applicable acts administered by other authorities having jurisdiction.
- 6.2 Work to meet or exceed requirements of specified standards, codes and referenced documents.
- 6.3 Codes, specification standards, manuals and installation, application and maintenance instructions, referred to in the Contract shall be of latest published editions at date of Closing.

7.0 Project Meetings

- 7.1 Hold project meetings at times and locations approved by Metrolinx.
- 7.2 Designated parties shall take required action on decisions made at meeting. Metrolinx will record minutes of meetings and distribute to parties prior to next meeting.

8.0 Final Cleaning

8.1 Products

- (a) Use only cleaning materials recommended by manufacturer of surface to be cleaned, and as recommended by cleaning material manufacturer.

8.2 Cleaning

- (a) Ensure that the Place of Work is kept clean and tidy at all times throughout the term of the Contract. Remove all rubbish and debris promptly as it accumulates. Ensure that all sub-trades conform similarly.
- (b) Promptly remove from the Place of Work and dispose of surplus materials.
- (c) Do not accumulate scrap piles at any time. Fires will not be permitted at the Place of Work.

SCOPE OF WORK GENERAL INSTRUCTIONS

Provision of Janitorial Services at Wolfedale Facility PT-2018-WR-486

Page 3 of 4

- (d) Remove dust and soil from all surfaces affected by Work by vacuuming, damp mopping, washing or scrubbing, as required.

9.0 Systems Demonstration

- 9.1 Prior to final inspection, demonstrate operation of each system to Metrolinx.
- 9.2 Instruct personnel in operation, adjustment, and maintenance of equipment and systems, using provided operation and maintenance data as basis for instruction.

10.0 Operations and Maintenance Data

- 10.1 On completion of project, submit to Metrolinx one (1) soft copy and four (4) hard copies of Operations Data and Maintenance Manual, made up as follows:
 - (a) bind data in vinyl, hard covered, three ring, loose leaf binder for 215 x 280mm sized paper;
 - (b) enclose title sheet, labelled "Operation Data and Maintenance Manual", project name, date and list of contents; and
 - (c) organize contents into applicable sections of work. Mark each section by labelled tabs protected with celluloid covers fastened to hard paper dividing sheets.
- 10.2 Include following information plus data specified:
 - (a) description operation and maintenance instructions for equipment and systems, including a complete list of equipment and parts list. Indicate nameplate information such as make, size, capacity, serial number;
 - (b) names, addresses and phone numbers of Subvendors and suppliers;
 - (c) guarantees, warranties and bonds showing:
 - (i) name and address of projects;
 - (ii) guarantee commencement date (date of Final Certificate of Completion);
 - (iii) duration of guarantee;
 - (iv) clear indication of what is being guaranteed and what remedial action will be taken under guarantee; and
 - (v) signature and seal of Vendor; and

**SCOPE OF WORK
GENERAL INSTRUCTIONS**

**Provision of Janitorial Services at Wolfedale Facility
PT-2018-WR-486**

Page 4 of 4

- (d) additional material used in project listed under various sections showing name of manufacturer and source supply.

10.3 Neatly type lists and notes. Use clear Drawings, diagrams or manufacturer's literature.

11.0 Date-Related Compliance

11.1 All materials, equipment, systems and components thereof used in connection with the provision of the Work, individually or in combination as the case may be, shall accurately and automatically process any and all date and date-related data including, but not limited to calculating, comparing and sequencing when used in accordance with the documentation provided by the Vendor.

11.2 Metrolinx may, at no additional cost to itself, require the Vendor to demonstrate date-related compliance as specified in Section 11.1 above and/or compliance techniques and test procedures the Vendor followed in order to comply with these requirements.

END OF SECTION

SCOPE OF WORK ENVIRONMENTAL PROTECTION

**Provision of Janitorial Services at Wolfedale Facility
PT-2018-WR-486**

Page 1 of 2

1.0 Fires

- 1.1 Fire and burnings of rubbish at the Place of Work will not be permitted.

2.0 Disposal of Wastes

- 2.1 Do not bury rubbish and waste materials at the Place of Work.
- 2.2 Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers.
- 2.3 Except as indicated otherwise, surplus materials shall become the property of the Vendor and shall be removed from the premises promptly as they become surplus, at the cost of the Vendor.

3.0 Drainage

- 3.1 Where applicable, do not pump water containing suspended materials into waterways, sewer or drainage systems.
- 3.2 If Section 3.1 herein is applicable, provide pumping units of sufficient number to comply with the above requirements and keep a minimum of one (1) unit in operating condition as a spare at the Place of Work.

4.0 Pollution Control

- 4.1 Operations generating smoke, fumes, gases, dusts, vapours and odours shall be exhausted at source to the outdoor atmosphere or utilize smoke extraction devices in a manner approved by Metrolinx.
- 4.2 Take precautions necessary to keep dust, smoke, fumes, dirt and vibration to an acceptable level as determined by Metrolinx.
- 4.3 Prevent extraneous materials from contaminating the environment immediately to and beyond the application area, by providing temporary enclosures or other appropriate preventative measures.
- 4.4 Spill containment devices and spill kits shall be required at the Place of Work where there is the potential for any hazardous products to accumulate or enter the environment.

5.0 Noise

- 5.1 Prevent excessive noise which will be disturbing to the occupant of building. Machine tools which are set up in fixed locations shall be so located to minimize noise and suitable sound deflectors shall be used if directed by Metrolinx.

**SCOPE OF WORK
ENVIRONMENTAL PROTECTION**

**Provision of Janitorial Services at Wolfedale Facility
PT-2018-WR-486**

Page 2 of 2

5.2 Use air compressors and pneumatic hammers only with the expressed authorization of Metrolinx.

5.3 The Vendor shall take all measures reasonably necessary to protect workers from hazardous sound levels in compliance with the OHSO O.Reg 318/15:Noise

6.0 Spills

6.1 The Vendor shall provide Metrolinx with a written program for spills response and reporting. Copies of training records shall also be provided.

6.2 All spills shall immediately be reported to the GO Transit Communications Center, (416) 601-2174, or as directed by Metrolinx.

7.0 Dust Control

7.1 The Vendor shall take any and all steps necessary to prevent a dust nuisance from occurring as a result of performance of the Work. This may include the need for additional exhausting methods and air quality monitoring as determined by Metrolinx.

7.2 Where the Work requires the sawing or grinding of concrete, which produces silica, wet type blades and grinders shall be used together with sufficient water to prevent the occurrence of dust. Cost of all such preventative measures and clean-up of all residual contaminants shall be borne by the Vendor.

END OF SECTION

SCOPE OF WORK
DETAILED SCOPE OF WORK

Provision of Janitorial Services at Wolfedale Facility
PT-2018-WR-486

Page 1 of 15

1.0 Scope of Work

- 1.1 The Work will involve the provision of Janitorial Services at Metrolinx's West Region Facility located at 3500 Wolfedale Road, Mississauga, Ontario.
- 1.2 All Work is to be performed as per Specifications and Detailed Cleaning Instructions.

2.0 Area/Square Footage

- 2.1 The approximate square footage of area of the West Region Facility is as follows:
3500 Wolfedale Road - Building Interior 25,651 sq. ft.

3.0 The Work

- 3.1 Work under this Contract is divided into Regular Services, Specialized Services and Contingent Services.
 - (a) Regular Services
 - (i) Regular Services shall be performed 8 (eight) hours per day, Monday to Friday (excluding statutory holidays) after 12:00 pm.
 - (ii) The Vendor shall provide the same one (1) or two (2) employees on a consistent basis for the performance of Regular Services.
 - (iii) Regular Services include cleaning duties as more specifically described in Section 21.1.
 - (b) Specialized Services
 - (i) Specialized Services include cleaning duties as more specifically described in Section 21- Detailed Cleaning Instructions.
 - (ii) Specialized Services shall be performed in addition to Regular Services at the times and intervals specified in Section 21 -Detailed Cleaning Instructions.
 - (iii) The Vendor shall supply sufficient labour and materials for the completion of Specialized Services as specified in Section 21 - Detailed Cleaning Instructions. Labour and/or resources used for the performance of Specialized Services shall not impact the completion of Regular Services and must be completed using additional hours and/or personnel as required.

**SCOPE OF WORK
DETAILED SCOPE OF WORK**

**Provision of Janitorial Services at Wolfedale Facility
PT-2018-WR-486**

Page 2 of 15

4.0 Statutory Holidays

- 4.1 For the purposes of this Contract, the following Statutory Holidays will be observed:
- (a) New Year's Day
 - (b) Good Friday
 - (c) Victoria Day
 - (d) Canada Day
 - (e) Civic Holiday
 - (f) Labour Day
 - (g) Thanksgiving Day
 - (h) Christmas Day
 - (i) Boxing Day
 - (j) Family Day

5.0 Equipment, Materials and Supplies

- 5.1 All tools, equipment, cleaning agents and other supplies, with the exception of those listed below in Subsection 5.2, required to carry out the Work as described herein and in Section 21, shall be supplied by Metrolinx.
- 5.2 The Vendor shall supply all work uniforms and safety attire required to carry out the Work as described herein and in Section 21, and all tools, equipment, cleaning agents and other supplies required to carry out the performance of Specialized Services as described herein and in Section 21.

6.0 Cleaning Schedule

- 6.1 The Vendor shall ensure that all Work is conducted at times acceptable to Metrolinx.
- 6.2 (Prior to the commencement of any Work, the Vendor shall meet with the Facility Supervisor to establish a cleaning schedule for the performance of the Work.

SCOPE OF WORK
DETAILED SCOPE OF WORK

Provision of Janitorial Services at Wolfedale Facility
PT-2018-WR-486

Page 3 of 15

7.0 Time and Working Restrictions

- 7.1 Time and working restrictions on cleaning various areas of the West Region Facility at 3500 Wolfedale Rd. are as follows:
- (a) Cleaning of all washrooms, change rooms, electronics area and Transit Safety reporting rooms shall be performed between 11:00 a.m. and 3:00 pm. All washrooms to be re-checked between 6:00p.m. and 8:00 p.m. (See Section 21 Subsection 21.1(f)(ii)).
 - (b) Cleaning of the Transit Safety dispatch room and lunch room shall be completed between 11:00 a.m. and 1:00 p.m.
 - (c) Cleaning of the main front office area, training room, conference room and individual offices shall not begin until 4:00 p.m.
 - (d) Cleaning of shop areas shall be performed after 4:00 p.m.
- 7.2 There are no restricted areas. All work is performed as per applicable specifications in Section 21.1 (Regular Services), and Site Drawing.
- 7.3 Metrolinx reserves the right to adjust any or all time and working restrictions at any time.

8.0 Inspection of Work

- 8.1 Metrolinx shall designate a representative or representatives to inspect and report on the progress of the work and ensure compliance by the Vendor to the Terms, Conditions, Requirements and Specifications of the Contract.
- 8.2 All work shall be performed to the satisfaction of Metrolinx.

9.0 Supervision

- 9.1 The Vendor shall designate a trained, knowledgeable, and competent Supervisor or Supervisors to oversee the work and ensure compliance with the Terms, Conditions, Requirements and Specifications of the Contract, and to ensure compliance with the *Occupational Health and Safety Act* and other relevant Legislation. Any costs associated with the supervision shall be included in the Total Contract Price.
- 9.2 The Vendor's designated Supervisor(s) shall fully represent the Vendor for the purposes of this Contract. The Supervisor shall be authorized to accept and act on any and all notices, orders, reports, complaints, or other communications on behalf of the Vendor. The Supervisor must be in regular contact with Metrolinx representatives and must have a cell phone and e-mail account. All non-urgent

SCOPE OF WORK
DETAILED SCOPE OF WORK

Provision of Janitorial Services at Wolfedale Facility
PT-2018-WR-486

Page 4 of 15

voice messages must be returned by the end of the next business day, and all e-mail messages must be responded to within 48 hours.

10.0 Restricted Areas

10.1 At no time shall the Vendor or an employee of the Vendor enter a restricted area unless accompanied or provided access by a Metrolinx representative.

10.2 Restricted areas of the West Region Facility are as follows:

- (a) Stockroom;
- (b) Electrical Rooms/Communication Rooms/Mechanical Room;
- (c) Treasury Room;
- (d) Storage Rooms/Areas.

11.0 Securing of Premises

11.1 Any area accessed by the Vendor or an employee of the Vendor that is found to be secured must be re-secured upon completion of work in that area.

12.0 Employee Information

12.1 Upon request by Metrolinx, the Vendor shall submit a completed Contract Employee Information Summary (refer to the document entitled "Contract Employee Information Summary" under "Attachments" in this Tender Document) for each person employed in the performance of the Work.

13.0 Security Clearance

13.1 Each person employed in the performance of the Work may, at the sole discretion of Metrolinx, be subject to a security clearance check at any time. Any employee of the Vendor who does not successfully pass such a security clearance check to the satisfaction of Metrolinx, will be removed immediately and replaced at the expense of the Vendor.

14.0 Keys

14.1 Metrolinx shall provide the Vendor with all keys and access cards necessary for the performance of the Work.

14.2 The Vendor shall be liable for any and all costs incurred by Metrolinx for the replacement of keys, access cards and/or locks due to loss or misuse by the Vendor or Vendor's employee(s).

SCOPE OF WORK
DETAILED SCOPE OF WORK

Provision of Janitorial Services at Wolfedale Facility
PT-2018-WR-486

Page 5 of 15

- 14.3 The Vendor shall return all keys and access cards to Metrolinx upon request and/or upon termination or completion of the Contract.

15.0 Parking

- 15.1 Metrolinx shall provide the Vendor and Vendor's employee(s) with permits required to park Vendor vehicles on Metrolinx property during the performance of the Work.

16.0 Public Protection and Safety

- 16.1 The Vendor shall take all reasonable means to protect Metrolinx property during the course of the Work and immediately advise Metrolinx of any unsafe conditions.

17.0 Fire Procedures

- 17.1 Metrolinx shall provide the Vendor with information regarding Fire Evacuation Procedures for the Facility. The Vendor shall inform all persons employed in the performance of the Work of these procedures.

18.0 . W.H.M.I.S.

- 18.1 The Vendor shall comply with the workplace Hazardous Materials Information System (WHMIS) requirements as specified in the current version of the *Ontario Occupational Health and Safety Act*.
- 18.2 Prior to commencement of the Work the Vendor shall provide Metrolinx with Material Safety Data Sheets (MSDSs) for all hazardous materials that may be furnished by the Vendor for performance of the Work.
- 18.3 The Vendor shall ensure all hazardous materials furnished and/or used by the Vendor during the performance of the Work are properly labelled in accordance with WHMIS requirements.
- 18.4 The Vendor shall post all MSDSs in the janitorial room and update MSDSs as required.
- 18.5 The Vendor shall train all Vendor employees on the safe and proper use and storage of products and provide documentation of such training to Metrolinx.

19.0 Vendor's Storage/Janitorial Room

- 19.1 Metrolinx shall provide the Vendor with one (1) secure area for the storage of all materials and equipment required for the performance of the Work.

SCOPE OF WORK
DETAILED SCOPE OF WORK

Provision of Janitorial Services at Wolfedale Facility
PT-2018-WR-486

Page 6 of 15

19.2 The Vendor shall ensure that the storage area is kept in a clean and orderly manner at all times at a level acceptable to Metrolinx.

19.3 Unless directed otherwise by Metrolinx, the Vendor shall ensure that the storage of any cleaning material, supply or agent does not exceed a thirty (30) day supply.

20.0 Work Uniforms and Safety Attire

20.1 The Vendor and/or Vendor's employee(s) shall wear work uniforms at all times during the performance of the Work.

20.2 All work uniforms worn shall be supplied by the Vendor, and be in clean, good repair with the name of the Vendor clearly visible.

20.3 All safety attire (including but not necessarily limited to protective eyewear, safety gloves, safety vests, hardhats, dust masks and/or protective footwear) shall be supplied by the Vendor and worn by the Vendor and Vendor's employee(s) as/when required by Metrolinx policy and the *Occupational Health and Safety Act*.

20.4 Protective footwear shall comply with CAN/CSA - Standard Z 195-192 Grade I protection (Green Patch).

21.0 Detailed Cleaning Instructions

21.1 Regular Services

(a) Main Front Office Area

(i) Empty and clean waste container(s) daily.

(ii) Empty recycling container(s) into appropriate recycling

(iii) Dust high-reaching areas (such as tops of door frames and picture frames) monthly.

(iv) Dust or damp wipe desks, file cabinets, miscellaneous furniture and table tops daily. Dust computer monitors and equipment. Dust, damp wipe/disinfect printers/copiers weekly.

(v) Vacuum entire carpeted front office area, including all workstations, every other day.

(vi) Damp wipe and disinfect phones daily, using a separate disposable sanitizing cloth for each phone.

SCOPE OF WORK
DETAILED SCOPE OF WORK

Provision of Janitorial Services at Wolfedale Facility
PT-2018-WR-486

Page 7 of 15

- (vii) Damp wipe finger prints/smudges and other stains on doors, walls and any other surface as they appear.
- (viii) (Spot clean all glass surfaces daily. Thoroughly clean interior windows and blinds monthly.
- (ix) Vacuum and wipe chairs as required but not less than once a month.
- (x) Dust ceiling vents, diffuser, lights weekly and thoroughly wash annually.
- (xi) Thoroughly clean and disinfect all appliances (fridge, toaster oven, microwave oven, toaster, etc.) daily.
- (xii) Vacuum hallway and vestibule floor mats as required, but not less than every other day. Vacuum daily during the winter season.

(b) Front Office Washroom

- (i) Empty and clean waste container(s) daily.
- (ii) Wash and disinfect all body contact points including toilet seat, bowl, washbasin, taps, faucets, dispensers, mirrors, counter top, shelves, handrail and trash receptacle. This may be required more frequently during training sessions or other occasions that increase the number of building occupants.
- (iii) De-scale toilet bowl weekly or as required but not less than once a month.
- (iv) Dust ceiling vents, diffuser and lights weekly and thoroughly wash annually.
- (v) Damp wipe and spot clean walls, door, mirror and exterior surface of stainless steel waste dispenser daily.
- (vi) Sweep and wash (disinfect) floor daily. Damp wipe baseboard as required.
- (vii) Check tissue paper, soap and air freshener levels daily and replenish as required.

(c) Transit Safety Dispatch Room

- (i) Empty and clean waste container(s) daily.

SCOPE OF WORK
DETAILED SCOPE OF WORK

Provision of Janitorial Services at Wolfedale Facility
PT-2018-WR-486

Page 8 of 15

- (ii) Empty recycling container(s) into appropriate recycling station container(s) daily.
 - (iii) Dust and/or damp wipe desks, cabinets, tables and counters daily. Dust, damp wipe/disinfect computer monitors and printers/copiers weekly.
 - (iv) Dust equipment and damp wipe every two (2) weeks.
 - (v) Sweep floor area every day.
 - (vi) Spot clean all glass surfaces daily. Thoroughly clean windows and blinds monthly.
 - (vii) Damp wipe and disinfect phones daily, using a separate disposable sanitizing cloth for each phone.
 - (viii) Dust ceiling vents, diffuser and lights weekly and thoroughly wash annually.
 - (ix) Damp-wipe finger prints/smudges or other stains on doors, walls and any other surface as they appear.
 - (x) Vacuum hallway floor mats as required, but not less than every other day. Vacuum daily during the winter season.
- (d) Lunch Room/Kitchen
- (i) Empty and clean waste container(s) daily.
 - (ii) Empty recycling container(s) into appropriate recycling station container(s) daily.
 - (iii) Dust mop and damp mop and sanitize floors in lunch room and surrounding halls daily.
 - (iv) Dust tops of fridge(s), counters and pictures weekly.
 - (v) Dust ceiling vents, diffuser and lights weekly and thoroughly wash annually.
 - (vi) Load any dishes into dishwasher and start wash cycle daily, or as needed.
 - (vii) Damp wipe counters, cabinets, chairs and table tops daily. Clean chair and table legs monthly.

SCOPE OF WORK
DETAILED SCOPE OF WORK

Provision of Janitorial Services at Wolfedale Facility
PT-2018-WR-486

Page 9 of 15

- (viii) Thoroughly clean and disinfect sink daily.
- (ix) Damp wipe and disinfect phones daily, using a separate disposable sanitizing cloth for each phone.
- (x) Spot clean glass daily and wash completely every two weeks.
- (xi) Thoroughly clean and disinfect all appliances weekly, including but not necessarily limited to the fridge, stove, drinking fountain, microwave oven, toaster oven, toaster and confectionary machines.
- (xii) Damp-wipe finger prints/smudges and other stains on doors, walls and any other surface as they appear.
- (e) Transit Safety Reporting Room and Individual Offices
 - (i) Empty and clean waste container(s) daily.
 - (ii) Empty recycling container(s) into appropriate recycling station container(s) daily.
 - (iii) Damp-wipe finger prints/smudges or other stains on doors, walls and any other surface as they appear.
 - (iv) Dust mop, damp mop and sanitize floors daily.
 - (v) Damp wipe desks, cabinets, counters, table tops daily.
 - (vi) Dust tops of shelves, counters, wall hangings and display cases weekly.
 - (vii) Spot clean all glass surfaces daily. Thoroughly clean windows and blinds monthly.
 - (viii) Damp wipe and disinfect phones daily, using a separate disposable sanitizing cloth for each phone. Dust computer monitors and equipment. Dust, damp wipe/disinfect printers/copiers weekly.
 - (ix) Dust ceiling vents, diffuser and lights weekly and thoroughly wash annually.
 - (x) Keep janitorial closet and hot water tank clean and tidy at all times.
- (f) Washrooms/Change rooms /Lockers
 - (i) Empty and clean waste container(s) daily.

SCOPE OF WORK
DETAILED SCOPE OF WORK

Provision of Janitorial Services at Wolfedale Facility
PT-2018-WR-486

Page 10 of 15

- (ii) Wash and disinfect all body contact points, including but not necessarily limited to toilet seats, urinals and toilet bowls, washbasins, taps, faucets, dispensers, mirrors and counter tops twice daily.
- (iii) Dust locker tops weekly, spot clean daily.
- (iv) Dust mop, damp mop and sanitize floors in washroom room and surrounding halls daily.
- (v) Damp-wipe finger prints/smudges or other stains on doors, walls and any other surface as they appear.
- (vi) Check toilet tissue, soap and paper towel levels daily and replenish as required.
- (vii) Damp-wipe finger prints/smudges or other stains on doors, walls and any other surface as they appear.
- (viii) Dust ceiling vents, diffuser and lights weekly and thoroughly wash annually.
- (ix) Thoroughly clean and sanitize shower stalls as required or daily if necessary. Wash and disinfect shower curtains weekly.
- (g) Electronics Area
 - (i) Empty and clean waste container(s) daily.
 - (ii) Empty recycling container(s) into appropriate recycling station container(s) daily.
 - (iii) Dust and damp wipe desks, tables, cabinets and counters daily. Dust computer monitors and equipment. Dust, damp wipe/disinfect printers/copiers weekly.
 - (iv) Dust mop, damp mop and sanitize floors daily.
 - (v) Damp wipe and disinfect phones daily, using a separate disposable sanitizing cloth for each phone.
 - (vi) Dust ceiling vents, diffuser and lights weekly and thoroughly wash annually.

SCOPE OF WORK
DETAILED SCOPE OF WORK

Provision of Janitorial Services at Wolfedale Facility
PT-2018-WR-486

Page 11 of 15

- (vii) Damp-wipe finger prints/smudges or other stains on doors, walls and any other surface as they appear.
- (h) Training Room and Conference Room/Meeting Room
 - (i) Empty and clean waste container(s) daily.
 - (ii) Empty recycling container(s) into appropriate recycling station container(s) daily.
 - (iii) Tidy counters daily, dispose of any waste (i.e. empty cups, etc.) daily or as required.
 - (iv) Dust and damp wipe desks, tables and counters daily. Dust computer monitors and equipment and dust, damp wipe/disinfect printers/copiers weekly.
 - (v) Vacuum carpeted area every other day at a time that is appropriate for the work space.
 - (vi) Damp wipe and disinfect phones daily, using a separate disposable sanitizing cloth for each phone.
 - (vii) Thoroughly clean and disinfect sink daily or as required, dust tops of fridge(s) and pictures weekly.
 - (viii) Damp wipe cabinets and chair arms weekly. Clean chair and table legs monthly.
 - (ix) Thoroughly clean and disinfect all appliances weekly, including but not necessarily limited to the fridge, stove, drinking fountain, microwave oven, toaster oven, toaster and confectionary machines.
 - (x) Dust ceiling vents, diffuser and lights weekly and thoroughly wash annually.
 - (xi) Damp-wipe finger prints/smudges or other stains on doors, walls and any other surface as they appear.
 - (xii) Clean training aids, such as white boards, as required.
- (i) Shop Area/Hallways/Lobby
 - (i) Damp-wipe finger prints/smudges or other stains on doors, walls and any other surface as they appear.

SCOPE OF WORK
DETAILED SCOPE OF WORK

Provision of Janitorial Services at Wolfedale Facility
PT-2018-WR-486

Page 12 of 15

- (ii) Empty and clean waste container(s) daily.
- (iii) (Empty recycling container(s) into appropriate recycling station container(s) daily.
- (iv) Dust and damp wipe desks, tables, cabinets and counters daily. Dust computer monitors and equipment. Dust, damp wipe/disinfect printers/copiers weekly.
- (v) Damp wipe and disinfect phones daily, using a separate disposable sanitizing cloth for each phone.
- (vi) Dust mop, damp mop all hallway floors daily and sanitize weekly.
- (vii) Vacuum hallway floor mats as required, but not less than every other day. Vacuum daily during winter season.
- (viii) Dust, damp wipe, clean glass of any wall hangings, cabinets, corkboards, display cases etc.
- (ix) Dust mop shop area floors as required but not less than twice a week. This includes cleaning under shop equipment, such as table saws and drill presses. Damp mop floor twice weekly or as required.
- (x) Mechanically scrub all shop and hallway floors monthly. Clean oil from floor as required using an oil absorbent material. Scrubbing machine and cleaning materials to be provided by Metrolinx.
- (xi) Clean ceiling fans annually.
- (j) Exercise Room/Gym
 - (i) Empty and clean waste container(s) daily.
 - (ii) Polish vinyl floor tile every two weeks. Remove wax finish (strip) and apply sealer and new wax finish annually.
 - (iii) Dust, damp wipe and sanitize exercise equipment twice a week.
 - (iv) Dust mop, damp mop and sanitize floors daily.
 - (v) Damp wipe and disinfect phone daily, using a separate disposable sanitizing cloth for each phone.
 - (vi) Dust ceiling vents, diffuser and lights weekly and thoroughly wash annually.

SCOPE OF WORK
DETAILED SCOPE OF WORK

Provision of Janitorial Services at Wolfedale Facility
PT-2018-WR-486

Page 13 of 15

(vii) Damp-wipe finger prints/smudges or other stains on doors, walls and any other surface as they appear.

(k) Storage Areas/Stockroom/Restricted Areas

(i) Access will be provided on a quarterly basis to some areas to perform a dusting of contents and dust-mop, damp-map floors.

21.2 Specialized Services

(a) Carpet Cleaning

(i) Thoroughly clean all carpeted areas (approximately 4,850 sq.ft.) on a semi-annual basis as follows:

(A) Vacuum all carpeted areas.

(B) Steam clean all carpeted areas using an industry standard steam/hot water extraction unit.

(C) Supply sufficient labour to complete each semi-annual carpet cleaning in one (1) weekday commencing at 4:00p.m.

(D) Supply all tools, equipment, cleaning agents and other supplies required for the performance of this work.

(b) Upholstered Chair Cleaning

(i) Thoroughly clean all (approximately one hundred to one hundred and thirty (100 to 130) upholstered chairs on an annual basis as follows:

(A) Clean all chair armrests, chair bases and chair backs with a damp cloth and cleaning solution.

(B) Vacuum all upholstery.

(C) Steam clean all upholstery using an industry standard steam/hot water extraction unit.

(D) Supply sufficient labour to complete each annual upholstered chair cleaning in one (1) weekday (Friday) between the hours of 4:00 p.m. and 11:00 p.m.

(E) Supply all tools, equipment, cleaning agents and other supplies required for the performance of this work.

SCOPE OF WORK
DETAILED SCOPE OF WORK

Provision of Janitorial Services at Wolfedale Facility
PT-2018-WR-486

Page 14 of 15

(c) Exterior Sign Cleaning

- (i) Schedule in advance to thoroughly clean all exterior signs on an annual basis as follows:
 - (A) Clean the entire exterior surface of all exterior signs. Exterior signs include, but are not necessarily limited to, stop signs, parking signs, safety signs, and illuminated signs.
 - (B) Open the sign face of each illuminated sign and clean the interior sign-face and plexi-glass surface. Illuminated signs include, but are not necessarily limited to, an illuminated lawn sign that reads "GO West Region" and an illuminated sign situated above the front doors of the Facility that reads "GO".
 - (C) Supply all tools, equipment, cleaning agents and other supplies required for the performance of this work.
 - (D) Supply sufficient labour to complete each annual exterior sign cleaning in one (1) weekday between the hours of 8:00a.m. and 3:30 p.m.
 - (E) Return any surrounding/adjacent surface(s)/area(s) affected by the performance of this work to their original condition.

(d) Exterior Building Facade Cleaning

- (i) Schedule in advance to thoroughly clean the facility's exterior building facade on a semi-annual basis (spring and fall) as follows:
 - (A) Clean all aluminium siding (approximately 8,700 sq. ft.), soffit, fascia and overhead doors (approximately fifteen (15)) using an industry standard water pressure cleaning unit, appropriate cleaning solution any other equipment required.
 - (B) Supply all tools, equipment, cleaning agents and other supplies required for the performance of this work.
 - (C) Supply sufficient labour to complete each semi-annual exterior building facade cleaning in one (1) weekday between the hours of 8:00 a.m. and 3:00 p.m.
 - (D) Return any surrounding/adjacent surface(s)/area(s) affected by the performance of this work to their original condition.

SCOPE OF WORK
DETAILED SCOPE OF WORK

Provision of Janitorial Services at Wolfedale Facility
PT-2018-WR-486

Page 15 of 15

- (E) Cleaning of the overhead bird-guard located in the loading dock area is not required.

22.0 Metrolinx Services

22.1 Metrolinx shall:

- (a) provide the Vendor with general direction in the provision of the goods and services for completion of the Work
- (b) Designate an individual to act as its representative, who shall transmit instructions to, and receive information from the Vendor. The designated Metrolinx representative will be accountable for all project expenditures relative to the Work; and
- (c) receive and approve all invoices submitted by the Vendor.

DRAWINGS

**Provision of Janitorial Services at Wolfedale Facility
PT-2018-WR-486**

Page 1 of 1

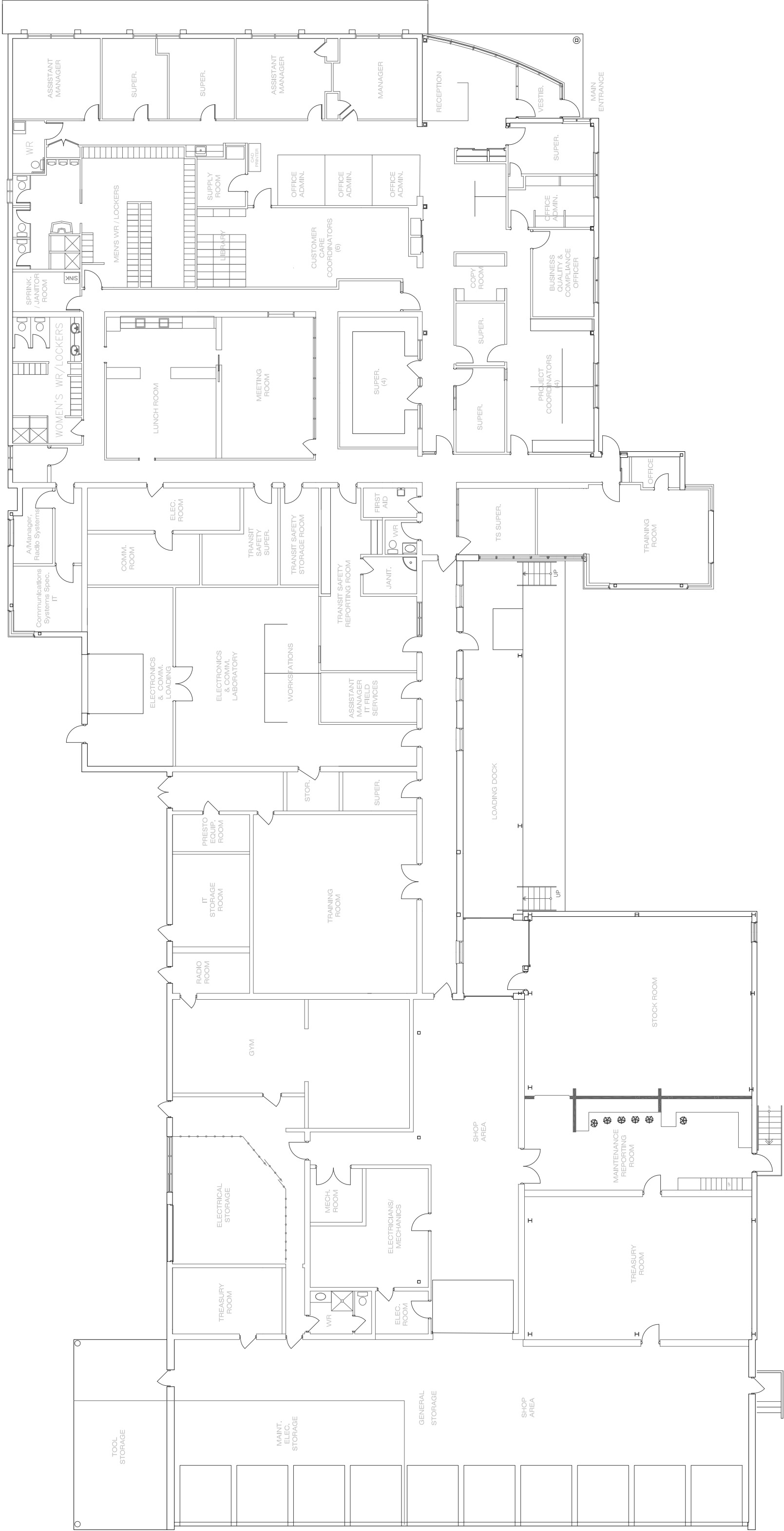
The Drawings are comprised of those documents listed under "Drawings" in List of Contents.

ATTACHMENTS

**Provision of Janitorial Services at Wolfedale Facility
PT-2018-WR-486**

Page 1 of 1

Attachments are comprised of those documents listed under "Attachments" in List of Contents.



EXISTING FLOOR PLAN

AGREEMENT TO BOND

Provision of Janitorial Services at Wolfedale Facility
PT-2018-WR-486

Page 1 of 1

In favour of: METROLINX

For good and valuable consideration, the undersigned surety (the “Bonding Company”) hereby agrees to be bound as surety for

[Click here to enter text.](#)

(Full Legal Name of Bidder)

in a Performance Bond and a Labour and Materials Payment Bond each totalling Fifty Per Cent (50%) of the Total Contract Price (the “Bond Amount”) pursuant to the Tender Document to which this Agreement to Bond is attached, for the full and due performance of the Work (as defined herein), if the Tender for the Contract is accepted by Metrolinx.

It is a condition of the Tender Process that if the Bidder’s Submissions is accepted, application for a Performance Bond and a Labour and Material Payment Bond by the Bidder must be completed with the undersigned within five (5) Business Days of acceptance of the Submission by Metrolinx. The undersigned acknowledges that failure to obtain a Performance Bond and a Labour and Materials Payment Bond equal to the Bond Amount within the time period stipulated herein may result in the immediate revocation of acceptance of the Bidder’s Submission by Metrolinx and forfeiture of the Bidders’ Bid Deposit.

In witness whereof the Bonding Company has executed this agreement this [Click here to enter text.](#) day of [Click here to enter text.](#), 20[Click here to enter text.](#)

[Click here to enter text.](#)

(Name of Bonding Company)

[Click here to enter text.](#)

(Signature of authorized person signing for Bonding Company)

[Click here to enter text.](#)

(Position)



Name of Vendor:		Vendor Project Manager:	
Street:	City:	Province/State:	Postal/ZIP Code:
Original Contract Date	Contract No. PT-2018-WR-486	Project No.	
Contract Name:	Janitorial Tender for Wolfedale		
Category of Work:	Maintenance, Repair and Operations Services (Non-I&T)		
Division:	GO Transit	Branch:	Station Services West
Project Coordinator:	Bryce Bacarro		

Scale	0: Unacceptable - Does not meet any requirements of the key performance indicator 1: Poor - Meets few of the requirements of the key performance indicator 2: Fair - Meets some of the requirements of the key performance indicator 3: Satisfactory - Meets most of the requirements of the key performance indicator 4: Good - Meets all of the requirements of the key performance indicator 5: Excellent - Exceeds the requirements of the key performance indicator	Applied Weight	Score
-------	---	----------------	-------

Contract Performance Rating	0%
Corporate Performance Rating (0% to 100%)	100%
Vendor Performance Rating (90% Contract Performance Rating and 10% Corporate Performance Rating)	10%

--

Information regarding the Metrolinx Vendor Performance Management System and how a Vendor Performance Rating is calculated can be found in the Metrolinx "Vendor Relationship Management Procedures and Guidelines v1.1 dated November 7, 2016", or most current version, accessed through the following link:
http://www.metrolinx.com/tenders/en/VendorRelationshipManagement_Guidelines.pdf.