



## **Memorandum Of Understanding For Maintenance Services**

**BETWEEN:** The Department of Infrastructure, hereinafter referred to as "INF"

**AND :** The \_\_\_\_\_ ,  
hereinafter referred to as the "Client "

WHEREAS the Client is responsible for the facilities management and maintenance of certain GNWT owned and leased facilities and INF is willing to provide maintenance services for the client under the terms of this Memorandum of Understanding.

THEREFORE INF and the Client agree as follows:

### **1 TERM**

This Memorandum of Understanding (MOU) is effective on \_\_\_\_\_ and will remain in force until amended or terminated upon ninety (90) days written notice by either party.

### **2 GENERAL**

- 2.1 The Client will retain responsibility for all Facilities Management functions not specifically identified herein.
- 2.2 The Client will provide INF with a list of all facilities where INF is to provide facility maintenance services. This list will be attached as Appendix A to this MOU.
- 2.3 INF provides a variety of levels of maintenance services to Clients. This section is intended to list or reference the specific services to be provided by this Memorandum of Understanding.

2.3.1. Services to be provided are:

Full Maintenance Services \_\_\_\_\_ or Specific Services Listed Below \_\_\_\_\_

2.3.2. Full Maintenance Services includes the planning, scheduling, monitoring and reporting of **ALL** maintenance activities and related repairs required by the client for the facilities identified.

2.4 The Client, with consultation from INF, will determine the specific work to be performed within the budget level established for the facility.

2.5 INF agrees to provide to the Client an annual maintenance workplan. This plan will be completed prior to March 1<sup>st</sup> of each year, for each asset listed under this MOU (Appendix A). Workplans will detail the maintenance services INF will provide based on the Client's requirements from INF and projected funding.

Where full maintenance service is requested, the workplan will detail the tasks required to operate and maintain the assets to current applicable codes and regulations and to the INF Maintenance Standards. The work plan will identify mandatory ongoing checks, service and maintenance, preventative maintenance, scheduled maintenance and discretionary maintenance work. Both parties to this MOU recognize that mandatory maintenance work, to meet legislative requirements, have first priority in the scheduling of services to be completed.

2.6 INF and the Client will co-operate in developing priorities, guidelines, and routine procedures to enable a harmonious and effective work delivery plan.

2.7 INF and the Client will each identify primary contacts for all ongoing correspondence and communication related to this MOU. Requests for work and information and the responses will be between these contacts as much as possible.

2.8 Notwithstanding paragraph 1 of this MOU, the Client shall confirm in writing to INF by January 1<sup>st</sup> of each fiscal year their desire to continue to access maintenance services from INF. This will allow INF sufficient lead-time to incorporate the Client's requirements into the INF workplan and all contracted services from the private sector.

### **3 FINANCIAL**

3.1 The Client agrees to reimburse INF for all costs associated with provision of maintenance services as detailed in the work plan at the established rates or invoiced costs. It is understood that amounts identified in the workplan are estimates and that actual costs may vary. INF will advise the Client when costs are substantially exceeding estimated amounts.

3.2 Unless otherwise specified, Journal Vouchers along with reports from the

INF computerised maintenance program (CMMS) will be forwarded to the appropriate contact on a monthly basis for payment. The Client agrees to provide payment approval within a ten-day turn around time.



The maintenance workplan and subsequent staff time charges will be at the hourly rate identified by INF for each fiscal year. INF will review the charges applicable to the labour rate annually and adjust the rate as appropriate. INF will notify the Client in January of each year of the labour rate for the upcoming fiscal year.

The services that will be provided at this rate include the INF Maintenance Staff time for the provision of onsite facility maintenance services and the supervision by trades staff of contracted services to meet the needs of the maintenance program being delivered.

*Facility Maintenance services not directly charged for include facility budget development, workplan development, maintainer supervision, and maintenance management expertise that now resides within INF.*

- 3.4 All externally contracted services and materials or equipment utilized in the delivery of the maintenance services shall be provided to the Client Department at invoiced cost.
- 3.5 Travel, accommodations and other expenses directly related to the provision of maintenance services shall be charged to the Client Department on a proportional cost basis. *(Cost divided by the number of assets worked on during the trip or another equitable allocation).*
- 3.6 INF will provide regular information updates to assist the Client in monitoring the level of expenditure against the asset(s).
- 3.7 INF agrees to maintain for a reasonable period and make available to the client appropriate expenditure files. INF further agrees to provide backup documentation for charges reported in the CMMS reports when requested.
- 3.8 INF and the Client agree that, in the event of an emergency, INF will respond to protect the integrity of the asset, and the Client will accept full financial responsibility for the services provided.

#### **4 SAFETY**

INF is committed to ensuring the health and safety of our employees and contracted service providers.

- 4.1 The Client agrees to provide accurate and current information on all hazardous materials used or contained in the asset.
- 4.2 The Client agrees to take all actions necessary to ensure the health and safety of employees and contracted service providers while on the Client's premises.

**5 AMENDMENT of WORKPLANS**

- 5.1 INF and the Client acknowledge that maintenance work schedules and plans will require modification from time to time. Amendments to the workplan will be acknowledged by both parties and substantive amendments incorporated into a revised workplan.

IN WITNESS WHEREOF this memorandum of understanding has been executed on behalf of INF and on behalf of the Client.

**ON BEHALF OF INF**

Sign \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**ON BEHALF OF THE CLIENT**

Sign \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Attach Appendix A. List of assets to be covered by this MOU.