



LONDON & MIDDLESEX
COMMUNITY HOUSING

1299 Oxford Street East, Unit 5C5
Tel: (519) 434-2765 | Fax #: (519) 679-7000 | www.lmch.ca

Project# 2018-0022

Asbestos Reassessment (3 Year Contract)
Various Buildings/Sites in the City of London
and the County of Middlesex

Date prepared: June 25, 2019
Prepared by: Nancy Strickert



LONDON & MIDDLESEX
COMMUNITY HOUSING

TENDER MATRIX		SECTION 00002
Project Number		LMCH 2018-0022
Project Title		Asbestos Reassessment, Three (3) Year Contract
Project Location		Various
Project Description		Various Buildings/Sites in the City of London and the County of Middlesex
Project Manager		Bill Leslie
Issue Date		Thursday, June 27 th , 2019
Mandatory Site Walk-Thru		n/a – Contractors are welcome to view sites, contact Nancy for more information, escorted site visits are not available
Last Day for Questions		Tuesday, July 9 th , 2019
Submission		Original in Sealed Envelope
Submission Deadline		Thursday, July 11 th , 2019, no later than 11:00 a.m.
Submission Location		London & Middlesex Community Housing 1299 Oxford Street E., Unit 5C5 London, ON N5Y 4W5
Bid Deposit		Bid Bond 10% of Contract Price, excluding HST
Bonding	Performance	50% of Contract Price, excluding HST
	Labour and Material Payment	50% of Contract Price, excluding HST
Completion Date		

	<u>Tender Section</u>	<u>No. of Pages</u>
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***** End of Section *****

For clarification, contact owner's representative as follows:

London & Middlesex Community Housing

Bill Leslie
Manager, Capital Projects and Construction

Tel: 519- 434-2765 Ext. 236
Cell: 519-459-1174
Fax: 519-679-7000
Email: blesliel@lmch.ca

Nancy Strickert
Project and Facility Services Coordinator

Tel: 519-434-2765 Ext. 270
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***** End of Contacts *****

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PART 1 - INQUIRIES DURING BIDDING PERIOD

- 1.1 For the purpose of this contract, inquiries related to technical aspects shall be directed to LMCH's Designate.
- 1.2 For the purpose of this contract, inquiries related to the interpretation of the intent of the tender documents shall be directed to LMCH's Designate.
- 1.3 Promptly notify LMCH in writing, of any ambiguity, inconsistency or errors discovered upon examination of tender documents, site, existing premises and local conditions.
- 1.4 Replies to questions and modifications to the Tender documents will be issued in writing in the form of an Addendum.
- 1.5 Replies to questions and modifications in any other manner will not be legally binding.

PART 2 - ADDENDA

- 2.1 Bidders will be advised by Addenda of all clarifications and modifications to the bid documents.
- 2.2 All such modifications shall be incorporated into the bid documents and shall be allowed for in arriving at the base bid.
- 2.3 Insert in space provided on the Bid Form, the numbers of all addenda received during the bidding period including any bound into the specifications.
- 2.4 If no Addenda have been received insert the word "**NONE**" instead.

PART 3 - TENDERING METHOD – STIPULATED PRICE

- 3.1 Unless noted otherwise, Tenders shall be based on a Stipulated Price lump sum arrangement with Separate Price, Alternative Price and Unit Price as required.

PART 4 - LIST OF SUBCONTRACTORS

- 4.1 On the Bid Form, list the names of the Subcontractors to be used for the work. Bid shall be declared null and void if submitted without the list.
- 4.2 LMCH reserves the right to reject a proposed Subcontractor for reasonable cause.
- 4.3 Provide a substitute Subcontractor at no increase to the Contract Price.

PART 5 - SUBSTITUTIONS, PRODUCT OPTIONS

- 5.1 Comply with the requirements of appropriate section re: Substitutions and Product Options.
- 5.2 LMCH will not consider requests for approval of substitutions during the Tender period.
- 5.3 Whenever a product is specified by specific manufacturer, model or serial number, as an "Acceptable Product", it is not to be construed that all comparable manufacturers or products will not be considered at a later date.
- 5.4 Substitutions will be evaluated and approved or rejected by LMCH after Contract award.

PART 6 - ASBESTOS

- 6.1 A full asbestos report is available upon request.
- 6.2 Asbestos containing material has been removed from the existing duct work.

Part 7 – Tender Submission and Bid Form Requirements

- 7.1 The Bidder shall submit their tender to the submission location prior to the submission deadline as specified in Section 00002 Tender Matrix.
- 7.2 The Bidder shall carefully observe all requirements and conditions outlined in this Request for Tender.

- 7.3 The Tender submission and any amendments shall not be submitted by telecommunication means, including but not limited to facsimiles or electronic mail (e-mail).
- 7.4 Envelope Requirements
- (a) Submit tender in properly sealed opaque envelope.
 - (b) Include the Project Number, Project Title on the envelope as indicated in Section 00002 Tender Matrix.
 - (c) Include the bidder's name and return address on the envelope.
 - (d) Include Bid Form, Bid Bond, Agreements to Bond and Contractor Compliance Statement in envelope.
- 7.5 Bid Form Requirements
- (a) Include the bid form, completed in all respects.
 - (b) Fully execute the bid form, including signature and embossed bidders seal.
 - (c) Initial any strike-outs or changes made to the bid form.
 - (d) Do not use correction liquid or correction tape when making changes.
 - (e) Ensure the amount number and amount words match.
- 7.6 Bid Bond (Bid Security)
- (a) Include a fully executed Bid Bond as specified in Section 00100 Instructions to Bidders in the amount indicated in Section 00002 Tender Matrix.
- 7.7 Agreement to Bond – Performance Bond
- (a) Include a fully executed Agreement to Bond – Performance Bond as specified in Section 00100 Instructions to Bidders in the amount indicated in Section 00002 Tender Matrix.
- 7.8 Agreement to Bond – Labour and Material Payment Bond

- (a) Include a fully executed Agreement to Bond – Labour and Material Payment Bond as specified in Section 00100 Instructions to Bidders in the amount indicated in Section 00002 Tender Matrix.

7.9 Contractor Compliance Statement

- (a) Include a fully completed Section 00900 Contractor Compliance Statement.

PART 8 - BID BOND

- 8.1 A Bid Bond shall be submitted with the Tender.
- 8.2 The Bid Bond shall be issued by a Surety Company acceptable to LMCH and in the form of CCDC 220 Bid Bond or similar form acceptable to LMCH.
- 8.3 The Bid Bond shall be in the amount indicated in the Tender Matrix.

PART 9 – AGREEMENT TO BOND – PERFORMANCE BOND

- 9.1 An Agreement to Bond shall be submitted with the Tender.
- 9.2 The Agreement to Bond shall confirm that, if the tender is accepted, the Contractor shall provide, at the Contractor's cost, performance security in favor of LMCH, in order to secure due and faithful performance of the contract.
- 9.3 The Agreement to Bond shall be submitted on an Agreement to Bond Form used by the Surety Company, authorized by law to do business in the Province of Ontario.
- 9.4 The Performance Bond shall be in the amount indicated in the Tender Matrix.

PART 10 – AGREEMENT TO BOND – LABOUR AND MATERIAL PAYMENT BOND

- 10.1 An Agreement to Bond shall be submitted with the Tender.
- 10.2 The Agreement to Bond shall confirm that, if the tender is accepted, the Contractor shall provide, at the Contractor's cost, Labour and Material Payment, security in favor of LHCM, in order to secure due and faithful

- payment of all outstanding payables for equipment, labour, materials and services provided under the contract.
- 10.3 The Agreement to Bond shall be submitted on an Agreement to Bond Form used by the Surety Company, authorized by law to do business in the Province of Ontario.
- 10.4 The Labour and Material Payment Bond shall be in the amount indicated in the Tender Matrix.

PART 11 - ACCEPTANCE OR REJECTION OF TENDERS

- 11.1 Under no circumstances will LMCH consider a Tender which is:
- (a) not received at the address given in the Invitation to Tender, within the time prescribed therein,
 - (b) not properly signed, or
 - (c) not accompanied by the Bid Security required.
- 11.2 LMCH has the unqualified right to:
- (a) accept or reject any Tender or all Tenders, and
 - (b) waive the formalities in any Tender documents as the interest of LMCH may require, without giving any reasons for any such action.
 - (c) accept or reject a Tender that has been "qualified" or includes a change to LMCH's defined scope of work.
- 11.3 LMCH is not obliged to accept any Tender because it is the lowest tender submitted.
- 11.4 When and where applicable, LMCH has the right to award the tender as one contract to a single contractor or split the work into multiple contracts to multiple contractors.

PART 12 - EXAMINATION OF THE SITE, SPECIFICATIONS & DRAWINGS

- 12.1 Before submitting a Tender the Bidder shall carefully examine the site of the proposed work, evaluate the existing conditions and limitations and include the amounts in the tender to cover the cost of all items required to be done to fulfill the Contract.

- 12.2 The Bidder shall report any discrepancy between site conditions and the specifications and drawings, errors or omissions to LMCH not less than three (3) working days prior to the tender closing date.
- 12.3 If the Bidder fails to report any discrepancies, errors or omissions to LMCH as specified in section 10.2, the Bidder will be deemed to have accepted all such specifications and drawings as being accurate and LMCH will not approve any extra charges subsequent to acceptance of the Tender.

PART 13 - QUALIFICATION INFORMATION

- 13.1 LMCH reserves the right to require any Bidder to submit qualification information prior to the award of the Contract which shall include the submission of evidence of the capability of the Bidder to carry out and to maintain properly the work and the equipment, together with details of the qualifications of the Bidder's staff that may be employed in the execution of the Contract.
- 13.2 LMCH reserves the right of interpretation of qualification information and any decisions made by LMCH based upon its findings which may affect the award of the contract shall be final.
- 13.3 LMCH reserves the right to give preference to materials, products and equipment:
- (a) of Canadian origin and manufacture,
 - (b) which can demonstrate environmental benefit,
 - (c) which are energy efficient.

PART 14 - TAXES & DUTIES

- 14.1 The Bidder shall make provision in his tender to cover the full cost of Federal, Provincial and Municipal Taxes, Permits and Fees.
- 14.2 The Bidder shall make provision in his tender to cover the full cost of ESA Plan Review Fees.

PART 15 - FREEDOM OF INFORMATION & PROTECTION OF PRIVACY ACT 1987

- 15.1 The Bid and any information related thereto is subject to the Freedom of Information and Privacy Act, 1987.
- 15.2 Any property or confidential information of the Bidder should be identified as such and the desired treatment of the information stated.

PART 16 - AWARD OF CONTRACT

- 16.1 When a Tender is called for more than one project, a contract may be awarded on the basis of any one or designated group of projects but not all, listed in the Schedule of Work.
- 16.2 LMCH has up to 60 days after the date of Tender closing to notify the Bidder that his Tender is accepted.
- 16.3 The Contract shall be deemed to be awarded on the date that LMCH advises the Bidder in writing of such award.
- 16.4 LMCH has the right to terminate the contract or retain the Bidder's Bid Security and in addition may take such further action as deemed advisable to recover any damages suffered by LMCH should the Bidder decide to:
- alter or withdraw his tender after the closing date,
 - not provide performance security or other pertinent documents within the time specified by LMCH.
- 16.5 If there is any discrepancy in the Bid Form or documents submitted by the Bidder, between any amount shown in writing and in figures, LMCH may choose to accept the amount shown in writing or to reject the tender.
- 16.6 If a contract is awarded, the following documents will all form part of the Contract:
- Addenda
 - Instructions to Bidders
 - Supplementary Instructions to Bidders
 - General Conditions

- Bid Form
- Contractors Compliance Statement
- Specifications with Appendices and Addenda
- Schedules
- Drawings
- Award Letter
- Purchase Order

PART 17 – SITE CONDITIONS

- 17.1 LMCH is advising all contractors of the potential existence of Biohazardous Materials, and/or insect pests including but not limited to bed bugs, roaches, ants etc. on all LMCH properties. Contractors are responsible for taking all required personal protective measures when working under the above conditions.

PART 18 - SCOPE OF WORK

- 18.1 The work contained within these documents can generally be described as follows: **Asbestos Reassessment for our Buildings/Sites as specified in the tender document.**
- 18.2 The work also includes the minor replacement of some damaged bricks. The contractor shall confirm quantities during mandatory walk-thru.
- 18.3 The work also includes the minor repointing of some damaged mortar. The contractor shall confirm quantities during mandatory walk-thru.
- 18.4 See Bid Specifications, Section 00851 for instructions.

******* End of Instruction to Bidders *******

BID FOR: Project # 2018-0022 – Asbestos Reassessment – Three (3)
of Year contract – Various Buildings/Sites in the City
London and the County of Middlesex.

SUBMITTED BY: NAME: _____
ADDRESS: _____
PHONE: _____ FAX: _____

TO: Bill Leslie
Manager, Capital Projects and Construction
London & Middlesex Community Housing
1299 Oxford Street East Unit 5C5
London, ON N5Y 4W5

We agree to furnish all labour, materials, services and equipment necessary for this project in accordance with the terms and conditions stated in the Tender Documents prepared by London & Middlesex Community Housing (LMCH) for the following stipulated sum:

Year 1 (2019): \$ _____
Year 2 (2020): \$ _____
Year 3 (2021): \$ _____
Subtotal: \$ _____
HST: \$ _____
Total Cost: \$ _____

Total Cost: _____
_____ / 100 DOLLARS (in writing)

Signing Officer: _____ **Name** : _____
(Signature) (Print)

Title : _____ **Date** : _____

(affix Bidders Seal)

Bids shall remain open to acceptance for a period of thirty (30) days after the bid closing date.

The following addenda have been included in this Bid (enumerate all agenda by number):

Addendum # _____

COST BREAKDOWN

	Address	2019 Cost	2020 Cost	2021 Cost
Senior Portfolio	85 Walnut Street	\$	\$	\$
	632 Hale Street	\$	\$	\$
	202 McNay Street	\$	\$	\$
	1194 Commissioners Rd. W.	\$	\$	\$
	30 Baseline Road W.	\$	\$	\$
	170 Kent Street	\$	\$	\$
Adult Portfolio	241 Simcoe Street	\$	\$	\$
	200 Berkshire Drive	\$	\$	\$
	349 Wharnccliffe Rd. N.	\$	\$	\$
	345 Wharnccliffe Rd. N.	\$	\$	\$
	304 Oxford Street	\$	\$	\$
	872 William Street	\$	\$	\$
	580 Dundas Street	\$	\$	\$
	136 Albert Street	\$	\$	\$
	39 Tecumseh Avenue	\$	\$	\$
County Portfolio	125 Head St., Strathroy	\$	\$	\$
	49 Bella Street, Strathroy	\$	\$	\$

	249 Ellen Street, Parkhill	\$	\$	\$
	10 York Street, Newbury	\$	\$	\$
	157 Simpson Street, Glencoe	\$	\$	\$
	2061 Dorchester Rd. Dorchester	\$	\$	\$
	2.2. Base Price Year(before HST)	\$	\$	\$

(To equal stipulated sum
on page 1)

PART 1 - TIME

1.1 We agree to complete the Asbestos Reassessment between the following dates:

2019: _____

2020: _____

2021: _____

1.2 Estimated time required for 1.1 _____

1.3 To commence part 1.1 of the project in _____ calendar days after the authorization to proceed.

1.4 To complete the total project in _____ calendar days.

***** End of Section *****

Separate Price Family Site Inspections

The following is a separate price to complete an asbestos assessment in ten percent (10%) of the family units as indicated below in accordance to the industry standards.

This work is to be considered as an extra to the original contract and does not form part of the contract price.

		2019 Cost	2020 Cost	2021 Cost
Allan Rush	Barberry Court - 2 Units	\$	\$	
	Ivy Court - 2 Units	\$	\$	
	Vinewood Court - 3 Units	\$	\$	
	Primrose Court - 3 Units	\$	\$	
	Boulee Street - 14 Units	\$	\$	
	Huron Street - 11 Units	\$	\$	
	1481 Limberlost Road - 16 Units	\$	\$	
	Marconi Blvd - Townhouses - 5 Units	\$	\$	
	Marconi Blvd - Semis' - 4 Units	\$	\$	
	370 Pond Mills Road - 8 Units	\$	\$	
	Southdale / Millbank Dr. - 17 Units	\$	\$	
	Total Cost for 85 Units	\$	\$	

(To equal stipulated sum on page 5)

BID FOR: Project #: 2018–0022 Asbestos Assessment – 3 Year contract
– Various Family Sites in the City of London

SUBMITTED BY: NAME: _____
ADDRESS: _____
PHONE: _____ FAX: _____

TO: Bill Leslie
Manager, Capital Projects and Construction
London & Middlesex Community Housing
1299 Oxford St E, unit 5C5
N5Y 4W5

We agree to furnish all labour, materials, services and equipment necessary for this project in accordance with the terms and conditions stated in the Tender Documents prepared by London & Middlesex Community Housing (LMCH) for the following stipulated sum:

Year 1 (2019): \$ _____
Year 2 (2020): \$ _____
Year 3 (2021): \$ _____
Subtotal: \$ _____
HST: \$ _____
Total Cost: \$ _____

Total Cost: _____
_____ / 100 DOLLARS (in writing)

Signing Officer:	_____	Name :	_____
	(Signature)		(Print)
Title :	_____	Date :	_____

(affix Bidders Seal)
Bids shall remain open to acceptance for a period of thirty (30) days after the bid closing date.

***** End of Section *****

CONTRACTOR COMPLIANCE STATEMENT

I, the undersigned, in submitting this Accessibility Compliance Form to:

LONDON & MIDDLESEX COMMUNITY HOUSING

On behalf of:

{Name of Contractor/Vendor Company}

have authority to bind the Company and do hereby make the following statements that I certify to be true and complete in every respect.

I acknowledge that as a vendor of London & Middlesex Community Housing (LMCH) we are bound to comply with the *Accessibility Standards for Customer Service, Ontario Regulation 429/07* under the *Accessibility for Ontarians with Disabilities Act, 2005 (AODA)* as amended from time to time.

In accordance with the requirements of Section 6 of the regulation, I understand that effective January 1, 2019 all individuals who provide service to or on behalf of LMCH must receive training that includes the following content:

- A review of the purposes of the *Accessibility for Ontarians with Disabilities Act, 2005* and the requirements of the customer service standard;
- How to interact and communicate with people with various types of disabilities;
- How to interact with people with disabilities who use an assistive device, service animal or support person;
- How to use the equipment or assistive devices available on the premises that may assist in the provision of goods and services to people with disabilities;
- What to do if a person with a particular type of disability is having difficulty accessing goods or services; and
- _____ *{Name of Organization}*'s Accessible Customer Service Policy and related procedures and practices.

I certify that effective January 1, 2019 at the latest, all required training will be received by current and future new employees, agents, sub-contractors, volunteers, or others for whom we are responsible, prior to providing goods or services to, or on behalf of, LMCH.

I certify that we will track the training of employees, agents, sub-contractors for whom we are responsible and will produce a written record of completed training as required under the customer service standard, upon request.

I certify that these requirements will remain in effect for the duration of the contract and/or business agreement with LMCH.

I understand LMCH is relying on this certificate to ensure that any employees, sub-contractors or other representatives of _____ *{Name of Contractor/Vendor Company}* who have any dealings with the public on behalf of the LMCH have received training as required by *Accessibility Standards for Customer Service, Ontario Regulation 429/07*.

I understand that if this Certificate is found not to be true and complete in every respect, LMCH has the authority to discontinue the services of the _____ *{Name of Contractor/Vendor Company}*.

I am authorized by the _____ *{Name of Contractor/Vendor Company}* to sign this Certificate and to submit it on behalf of the Company;

Company Name: _____

Address: _____

City and Postal Code: _____

Name: _____

Signature: _____

Title: _____

Date: _____

**** End of Section ****

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Part 1 – General Requirements

1.1 Refer to Section 00710 – General Conditions.

PART 2 – COMMUNICATIONS

2.1 The Contractor can be reached as follows:

Company Name: _____

Business #: _____

Cell Phone #: _____

Emergency After Hours #: _____

Fax #: _____

E-Mail Address: _____

Others (please specify): _____

PART 3 – CONFLICT OF INTEREST

5.1 In submitting this agreement, I/We certify that, I/We have a financial interest in other firms, businesses, or enterprises which presently, or in the past, are or have rendered goods to London & Middlesex Community Housing or which are also bidding on the present job.

YES _____ NO _____

Signature: _____

5.2 If "YES" (applies to above declaration), please list below firms, businesses or enterprises in which a financial interest is held.

PART 4 – INSURANCE

6.1 Insurance Policy Number: _____
Amount of Public Liability: \$2,000,000 (minimum) _____
Amount of Property Damage Insurance: \$2,000,000 (minimum) _____
Insurance Company: _____
Length of Time with Present Company: _____

**** End of Section ****

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PART 1 – GENERAL REQUIREMENTS

1.1 DEFINITIONS, PRECEDENCE OF DOCUMENTS & INTERPRETATION

- 1.1.0 Whenever any of the following words or phrases are used in the Contract they have the meanings respectively attributed to them as follows:
- 1.1.1 **"Alternate Price"** means, a price for a particular product, item or unit of work in lieu of a specified product, item or unit of work. The net difference in cost is to be either added or deducted from the tender amount, if accepted by LMCH. See Appendix "B" of the Tender Submission
- 1.1.2 **"Approved Equal"** means products submitted and approved by LMCH or LMCH's Designee prior to their installation.
- 1.1.3 **"Authority"** means Inspection Authority delegated by the Chief Executive Officer to represent London & Middlesex Community Housing on the job site during the Agreement period.
- 1.1.4 **"Building Code"** means the latest edition of the Ontario Building Code.
- 1.1.5 **"Base Bid Price"** means, the lump sum price quoted on the Tender Submission Form, inclusive of value added taxes, which is based on the specified products, methods and execution and does not include any other price.
- 1.1.6 **"Bid Document"** mean the tender issued by LMCH for the work, and any addendum thereto.
- 1.1.7 **"Tender Form and/or Bid Form"** means the Bid of the Contractor submitted in response to the Bid/Tender Documents.
- 1.1.8 **"BRD (Building Ready Date)"** The BRD date is the last date the work must be completed by.
- 1.1.9 **"Change Order(s)"** means a written amendment to the Contract prepared by LMCH or its Designee and signed by LMCH and the Contractor.
- 1.1.10 **"Executive Director"** means representative of London & Middlesex Community Housing having jurisdiction over construction maintenance interpretation associated with any part of the work.
- 1.1.11 **"Contractor"** or a pronoun in place thereof means the person or persons or corporation, who have undertaken to carry out the work, pursuant to the Contract Documents.

- 1.1.12 **"Other Contractor"** means any person, firm or corporation employed by or having a contract directly or indirectly with LMCH otherwise than through the Contract Documents.
- 1.1.13 **"Sub-Contractor"** includes any person, firm or corporation having a contract with the Contractor for the execution of a part of or parts of the Work included in the Contract Documents. An person, firm or corporation furnishing material called for in the Contract Documents and worked to a special design according to the Contract Documents but does not include one who merely furnishes materials not so worked may also be considered a Sub Contractor.
- 1.1.14 **"Contract"** means the Contract Documents referred to in the Agreement.
- 1.1.15 **"Controlled"** has the same meaning as in subsection 1(5) of the Business Corporation Act.
- 1.1.16 **"Completion"** means for the purpose of this Act, a contract shall be deemed to be completed and services or materials shall be deemed to be last supplied to the improvement when the price of completion, correction of a known defect or last supply is not more than the lesser of,
- (a) one (1) percent of the contract price; and
 - (b) \$1,000 1983, c.6,s.2.
- 1.1.17 **"Day"** means calendar day and **"Working Day"** means days other than Saturdays, Sundays, and holidays which are observed by the construction industry in the area of the work.
- 1.1.18 **"Designated Jurisdiction"** means a Canadian Province or territory other than Ontario that is designated by the Management Board of Cabinet, on the recommendation of the Ministry of Labour – as of the date of this Tender, there are no Designated Jurisdictions.
- 1.1.19 **"Drawings"** mean the drawings for this project.
- 1.1.20 **"Emergency Work"** means repairs or services required immediately because of life safety, health hazard and/or severe financial loss are at stake. This work must be started within two (2) hours of verbal issuance of the Work Order (when applicable) and continue until the emergency conditions have been removed. In this type of work, partial and/or temporary repairs may be desirable and the extent of the work must be approved by LMCH before abnormal amounts of money are expended.

- 1.1.21 **"LMCH"** Whenever the terms, words or initials "London & Middlesex Community Housing", "London Housing" or "LMCH", or like terms, are used in the contract, they shall mean London & Middlesex Community Housing.
- 1.1.22 **"LMCH Designee"** means the person named as such in the Agreement (Consultant, LMCH Director, Assets & Property Services, Property Services Manager or other). In the case of the termination of employment or engagement of LMCH Designee, LMCH shall appoint a Designee whose status under the Contract shall be that of the former Designee.
- 1.1.23 **"Normal Work"** means all the maintenance or service work required on a day to day basis and requisitioned without urgent time limits by LMCH. This work must commence within forty-eight (48) hours of verbal issuance of the Work Order and continue expediently until completed.
- 1.1.24 **"Person who is resident in a Designated Jurisdiction"** means:
- (i) in the case of an individual or sole proprietor, a person who is ordinarily resident in that jurisdiction;
 - (ii) in the case of a corporation;
 - (A) a person whose head office or registered office is located in that jurisdiction; or
 - (B) a person controlled by a person described in sub-clause (A):
 - (iii) in the case of a partnership, a partnership that includes at least one partner who is resident in that jurisdiction under clause (i) or (ii).
- 1.1.25 **"Project"** means the total construction contemplated in Article A-1 of the Agreement of which the "Work" may be the whole or part.
- 1.1.26 **"Provide"** means supply and install.
- 1.1.27 **"Samples"** mean physical examples furnished by the Contractor to illustrate materials, equipment, quality of performance, or component parts to establish minimum standards for Work. Samples include models and templates.
- 1.1.28 **"Schedules"** mean Materials, Finishes and Equipment Schedules with supplementary details, notes and lists contained within or appended to Drawings and/or Specifications.
- 1.1.29 **"Site"** means the area defined on the Drawings or in the Specifications as the location of the Work.

1.1.30 **"Specifications"** mean the specifications for this Project, as described in Article A-1.

1.1.31 **"Substantial Performance"** means the Work shall be deemed substantially performed in accordance with the Construction Act, R.S.O. 1990, Chap.C.30 as amended when the Work is:

- (a) ready for use or is being used for the purpose intended: and so certified by LMCH Designee
- (b) capable of completion or, correction where there is a known defect, at a cost of not more than:
 - (i) 3% of the first \$500,000 of the Contract Sum;
 - (ii) 2% of the next \$500,000 of the Contract Sum; and
 - (iii) 1% of the balance of the Contract Sum.

Substantial Performance is further described in G.C. 40.

1.1.32 For the purpose of this act, a contract is substantially performed:

- (a) when the improvement to be made under that contract or a substantial part thereof is ready for use or being used for the purposes intended; and
- (b) when the improvement to be made under the contract is capable of completion or, where there is a known defect, correction, at a cost not more than,
 - (i) three (3) percent of the first \$500,000 of the contract price,
 - (ii) two (2) percent of the next \$500,000 of the contract price, and
 - (iii) one (1) percent of the balance of the contract price.

1.1.33 **"Supplier(s)"** mean a person or entity having a direct contract with the Contractor to supply products not worked to special design.

1.1.34 **"Tender"** means any bid, tender or proposal submitted by a bidder pursuant to the Instructions to bidders;

1.1.35 **"Total Completion"** means this Contract shall be deemed totally completed and services or materials shall be deemed to be last supplied to the improvement when the price of completion, correction of known defects or last supply is not more than the lesser of:

- (a) 1 percent (1%) of the Contract Sum; and

- (b) \$1,000
- 1.1.36 **"Tradesmen"** means fully qualified personnel in their respective trades and in possession of a certificate of qualification or an apprenticeship card, issued by the Province of Ontario, which shall be displayed to representatives of LMCH upon request.
- 1.1.37 **"Work"** includes, subject only to any express stipulation in the Contract Documents to the contrary, everything that is necessary to be done, furnished or delivered by the Contractor, and by those for whom the Contractor is responsible, to perform the Contract. Without limiting the generality of the foregoing, Work can include demolition, off-site work and any other work required by the Contract Documents.
- 1.1.38 **"W.O. or Work Order"** means this is a contractual document used to confirm to the contractors the verbal orders given to them by LMCH.
- 1.1.39 Where LMCH and the Contractor agree not to complete the improvement expeditiously, the price of the services or materials remaining to be supplied and required to complete the improvement shall be deducted from the contract price in determining substantial performance.
- 1.1.40 Whenever the terms or initials "Community Housing", "Local Community Housing", or "LCH" or a specifically named community housing are used in the Contract, they shall mean the local housing corporation that for the purposes stated in the Contract.
- 1.1.41 Whenever the words "shall" or "will" are used in the contract, they have the meanings attributed to them in the Interpretation Act of Ontario.
- 1.1.42 Whenever words which have well known technical or trade meanings are used in the Contract, they are used in accordance with such recognized meanings.
- 1.1.43 The Documents forming the Contract are complementary, and what is required by any one shall be as binding as if required by all.
- 1.1.44 The following documents all form part of the Contract:
- Instruction to Bidders
 - General Conditions
 - Tender Submission Form (Tender Form/Bid Form)
 - Contractor Compliance Statement
 - Specifications with Appendices and Addenda
 - Schedules

- Drawings
- Award Letter
- Work Order Contract
- In the event of conflict between documents, the following priorities shall apply:

- 1.1.45 Documents of later date and or revision shall govern;
- 1.1.46 when applicable, Supplementary Conditions shall govern over General Conditions;
- 1.1.47 General Conditions shall govern over Specifications;
- 1.1.48 Specifications shall govern over Drawings;
- 1.1.49 Figured dimensions shown on the Drawings shall govern even though they may differ from scaled dimensions;
- 1.1.50 Drawings of larger scale shall govern over those of smaller scale of the same date.
- 1.1.51 If at any time before the Work has been completed any question arises as to whether anything has been done as required by the Contractor, or as to what the Contractor is required by the Contract to do, and, in particular, and without limiting the generality of the foregoing, as to:
- 1.1.52 The meaning of anything in the Drawings and Specifications;
- 1.1.53 The meaning to be given to the Drawings and Specifications in case of any error therein, an omission there from, or an obscurity or discrepancy in their wording or intention;
- 1.1.54 Whether the quality or quantity of any material or work meets the requirements of the contract;
- 1.1.55 Whether the plant, materials or workmen provided by the Contractor for executing the Work and carrying out the contract are adequate to ensure that the Work will be executed in accordance with the Contract and that the Contract will be carried out in accordance with its terms;
- 1.1.56 What work or quantity of any kind has been completed by the Contractor; or
- 1.1.57 The timing and scheduling of the execution of the Work, the question shall be decided by LMCH.

1.2 SECURITY

- 1.2.1 The Contractor shall provide, at the Contractor's cost, performance security in favour of LMCH in order to secure the due and faithful performance of the Contract.
- 1.2.1.1 A Performance Bond, issued by a surety Company acceptable to LMCH and in the form of CCDC 221 Performance Bond or similar form acceptable to LMCH, shall be in the amount indicated in the Tender Matrix;
- 1.2.2 The Contractor shall provide, at the Contractor's cost, labour and material payment security in favour of LMCH in order to secure due and faithful payment of all outstanding payables for equipment, labour, materials and services provided under the contract.
- 1.2.2.1 The Labour and Material Payment Bond, issued by a Surety Company acceptable to LMCH and in the form of CCDC 222 Labour and Material Payment Bond or similar form acceptable to LMCH, shall be in the amount indicated in the Tender Matrix.
- 1.2.3 The Performance Bond shall be retained by LMCH for a period of two (2) years from the earlier of (1) the date of Substantial Performance of the contract as defined in the Construction Act, or (2) the date on which the contractor is declared in default.
- 1.2.4 The Labour and Material Payment Bond, shall be retained by LMCH for a period of two (2) years from the date of the last payment under the contract falls due.

1.3 HOURS OF WORK

- 1.3.1 Unless otherwise noted, work shall be carried out between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, except in cases of emergency work or as directed by LMCH.

PART 2 – GOVERNING REGULATIONS

2.1 LAW, NOTICES, PERMITS & FEES

- 2.1.1 The by-laws, ordinances and legal requirements, rules, regulations, codes and orders of the municipality where the building is situated shall apply to the Work.

- 2.1.2 The Contractor shall obtain all permits, licenses, and certificates and shall pay all fees required for the performance of the Work.
- 2.1.3 The Contractor shall give all required notices and comply with all laws, ordinances, rules, regulations, codes and orders of all authorities having jurisdiction relating to the Work, to the preservation of the public health and construction safety which are or become in force during the performance of the Work.
- 2.1.4 The Contractor shall not be responsible for verifying that the documents forming any part of the Contract are in compliance with the applicable laws, ordinances, rules, regulations and codes relating to the Work. If any part of the Contract is at variance therewith, or changes which require modification to the Contract, are made to any of the laws, ordinances, rules, regulations and codes by the authorities having jurisdiction subsequent to the date of tender submission, any resulting change in the cost shall constitute a corresponding change in the Contract Price. The Contractor shall notify LMCH in writing requesting direction immediately of any such variance or change as observed by the Contractor.
- 2.1.5 If the Contractor fails to notify LMCH in writing and obtain its direction as required in subsection 2.1.4 and performs any work knowing it to be contrary to any laws, by-laws, ordinances, rules, regulations, codes and orders of any authority having jurisdiction. The Contractor shall be responsible for, and shall correct any violations thereof and shall bear all costs, expense and damages attributable to the Contractor's failure to comply with the provisions of such laws, by-laws, ordinances, rules, regulations, codes and orders.

PART 3 – PROCEDURAL REQUIREMENTS

3.0 AWARD LETTER, PURCHASE ORDER & WORK ORDER CONTRACTS

- 3.0.1 LMCH shall issue a letter of award indicating acceptance of the Tender and award of the Contract to the Contractor and a Purchase Order and or Work Order Contract. This will specify the date of commencement and the BRD (building ready date or completion date) of the Work, contract number (as applicable) and the Contract Price for the Work.

3.1 SITE MEETINGS

- 3.1.1 **AFTER THE EXECUTION OF THE CONTRACT, AND IN CONSULTATION WITH LMCH AND OR ITS DESIGNEE, THE CONTRACTOR SHALL ARRANGE SITE MEETINGS AT REGULAR INTERVALS; NOTIFY ALL CONCERNED PARTIES TO ATTEND; AND RECORD AND ISSUE MINUTES, IN ORDER TO ENSURE PROPER CO-ORDINATION OF THE WORK.**

3.2 COMMENCEMENT OF WORK

3.2.1 Upon receipt of the Purchase Order, the contractor shall immediately contact LMCH or its Designee to arrange prompt commencement of the Work and thereafter the contractor shall continue to carry out work in a diligent manner to completion. The Work shall be completed and full possession thereof given to LMCH within the period in the progress schedule, unless an extension of the time in writing shall be allowed by the LMCH Designee in which case it shall be carried on to completion and full possession given to LMCH within the additional period so allowed.

3.3 COMPLETION DATE OR BRD (BUILDING READY DATE)

3.3.1 The Contractor shall complete the Work within the time specified in the Tender Matrix.

3.4 CO-OPERATION

3.4.1 The Contractor shall co-operate with LMCH and or its Designee and arrange for all work to be expedited with the minimum of inconvenience to all parties, and shall report in writing any difficulties encountered in expediting the Work.

3.5 SUPERINTENDENT

3.5.1 The Contractor shall provide skilful and efficient superintendence to the Work and until completion shall provide a competent superintendent and any necessary assistants, all to the approval of LMCH and or its Designee.

3.5.2 The Contractor shall upon the written request of LMCH or its Designee, remove any superintendent who, in the opinion of LMCH or Designee is incompetent or has been performing his/her duties improperly, and shall forthwith designate another superintendent who is acceptable to LMCH or Designee. The Contractor shall not substitute a superintendent without the written consent of LMCH or Designee.

3.5.3 The superintendent shall represent and be in full charge of the operation of the Contractor in the performance of the Work and be authorized to accept any notice, consent, order, decision or other communication on behalf of the Contractor.

3.6 USE OF SITE FACILITIES

3.6.1 The Contractor shall furnish all labour, materials, equipment, transportation, storage of tools, trucks and any other incidentals required to perform the Work.

- 3.6.2 LMCH will not provide storage for the Contractor's tools.
- 3.6.3 The Contractor shall provide all sanitation services at the Contractor's expense.
- 3.6.4 LMCH will permit the Contractor to make use of the water at all LMCH sites and hydro facilities at all apartment building sites. Where the Contractor uses LMCH utilities, the Contractor shall:
- 3.6.4.1 Make all necessary temporary connections:
- (i) at the Contractor's expense;
 - (ii) in accordance with all applicable laws, by-laws, ordinances, rules, regulations, codes and orders; and
 - (iii) under the directions of LMCH; and
- 3.6.4.2 Remove all such temporary connections on the completion of the Work and make good all finishes and services to the satisfaction of LMCH.
- 3.6.5 The Contractor shall assume all liability for and be responsible for loss of or damage to the Contractor's materials or equipment and for any materials delivered to the Contractor from whatever source to the site of the Work.

3.7 INTERFERENCE

- 3.7.1 The Contractor shall maintain normal building operation and traffic flow, with a minimum of inconvenience to the residents of the project.
- 3.7.2 The Contractor shall ensure that no essential services such as electric power and domestic hot water supply are interrupted for more than one (1) continuous hour, and no longer than three (3) consecutive hours for the heating system during the heating season except with the prior written permission of LMCH.
- 3.7.3 The Contractor shall in every case where an interruption of service is to occur, make prior arrangements with LMCH.

3.8 PROTECTION OF WORK AND PROPERTY

- 3.8.1 Until the owner accepts the Work, the Contractor shall:
- 3.8.1.1 Shall continuously protect the public, the Work, the property and any property adjacent to the Site, and shall save LMCH and its Designee harmless

from damage, injury arising in connection with this Contract. The Contractor shall make good at the Contractor's own expense any damage, injury or loss to the Work, LMCH, the tenants, property or adjacent property. Provided that he has taken reasonable precaution in respect thereof, the Contractor shall not be responsible for any such damage, injury or loss to the Work which LMCH has agreed to insure or which may be directly caused by LMCH or LMCH's employees.

- 3.8.1.2 Protect existing buildings, walls, floors, ceilings, furnishings, equipment, plant materials, lawns and other areas affected by the Work from any damages resulting from performing work on this Contract;
- 3.8.1.3 Protect and be responsible for all new finished and unfinished work which is exposed and susceptible to vandalism or theft.

3.9 CLEAN-UP

- 3.9.1 At the end of each day's work, the Contractor shall remove:
 - 3.9.1.1 All debris and hazardous impediments from work areas and the site;
 - 3.9.1.2 All equipment and material which is not to be re-used for the Work must be removed from the site unless stated otherwise in the Contract.

3.10 UNDERGROUND & CONCEALED SERVICES

- 3.10.1 The Contractor shall be responsible for the protection of all pipes, ducts, cables, conduits, wires and other services against damage arising from the performance of the Work.
- 3.10.2 The Contractor shall take all the necessary precautions to locate underground and concealed services (call locates or other) and to protect them from damage.
- 3.10.3 The Contractor is responsible for making good to the satisfaction of the authorities concerned, any damages to services resulting from the Contractor's performance of the Work, without any additional cost to LMCH.

3.11 POWDER ACTUATED FASTENING TOOLS

- 3.11.1 The Contractor shall not use high velocity powder actuated fastening tools.
- 3.11.2 The Contractor may use low velocity powder actuated fastening tools only if operated by an operator holding a valid operator's certificate for the device being used.

3.12 FIRE PROTECTION

- 3.12.1 The Contractor shall take all necessary precautions during the performance of the Work to prevent the possibility of fire, including the use of fire resistant sheets to protect adjoining areas, when welding, brazing and performing any operations with an open flame, combustible adhesives or inflammable solvents.
- 3.12.2 The Contractor shall at all times, when welding, brazing and performing any operations with an open flame, combustible adhesives or inflammable solvents keep a portable fire extinguisher within three (3) meters of the operation.
- 3.12.3 The Contractor shall ensure that all rags and waste containing oil, grease or other inflammable materials are stored in an approved metal container and are removed from the site at the end of each day.

3.13 CUTTING & PATCHING

- 3.13.1 The Contractor shall not undertake any cutting, coring, drilling, grinding or the like of any portion of the building envelope or structural elements, other than those indicated in the Contract without prior written approval of LMCH or its Designee. In cases where such permission is granted the Contractor, before commencing to cut or drill through any structural member must provide adequate supports and install a structurally acceptable alternate system. It shall be the contractor's responsibility to engage and pay for the services of a professional Structural Consultant to review any alternate structural support system and issue stamped drawings to LMCH or Designee for review prior to any such work commencing.

3.14 MINIMUM TRUCK HAUL RATES NOT APPLICABLE

3.15 SITE

- 3.15.1.1 All Work, except the construction and maintenance of access roads, walks and services and that part of the Work which is necessarily performed away or off the Site, shall be confined to the established limits of the Site.
- 3.15.2 Temporary buildings, roads, walks, drainage facilities and services shall be located in areas approved by the LMCH Designee, and maintained in a clean and orderly manner. All plant, equipment and materials, shall be located after consultation with the LMCH Designee.

- 3.15.3 The Contractor shall confine any apparatus, the storage of material and the operations of the workers used in or for the Project, to limits indicated by laws, ordinances, permits or by direction of the LMCH Designee. The Contractor shall not unreasonably encumber the Site with plant, equipment or materials.
- 3.15.4 The Contractor shall not load or permit to be loaded any part of the Work with a weight that will endanger the safety of any persons or that of any equipment, structure or item on the Site.
- 3.15.5 No signs or advertisements other than those approved of or arranged for by the LMCH Designee shall be erected on or near the Site, and any unauthorized sign, no matter by whom erected, shall be removed by the Contractor.
- 3.15.6 The Contractor shall at all times keep the Site free from accumulations of waste material and debris, and at the Total completion of the Work, the contractor shall remove all debris, tools, equipment and surplus materials from the Site and shall leave the Site clean and suitable for occupancy unless more exactly specified.
- 3.16 EXAMINATION OF THE WORK (SITE INSPECTIONS)**
- 3.16.1 LMCH and / or the LMCH Designee and any authorities having jurisdiction shall be entitled to inspect the Work at any time and the Contractor shall provide access to the Work with proper facilities for such inspection.
- 3.16.2 When testing or approval of the Work is required in accordance with the Specifications, laws or the ordinances of any public authority, the contractor shall give the LMCH Designee and any authorities involved, reasonable notice (with a minimum of twenty-four (24) hours notice) of the Work's readiness for inspection and shall arrange the date and time for the inspection. The LMCH Designee will inspect the Work promptly upon receipt of such notification.
- 3.16.3 When any part of the Work is covered up, without the LMCH Designee's approval or consent, the Contractor shall uncover such portion of the Work at the Contractor's expense if so instructed by the LMCH Designee, and following examination of the Work, the Contractor shall reinstate the examined area at the Contractor's expense. If upon examination by the LMCH Designee, the uncovered portion of the work fails to be in accordance with the Contract Documents, the Contractor shall pay all costs of testing, correcting, re-examining and reinstating that portion of the Work.

3.16.4. The Contractor shall promptly remove any defective part of the Work that is rejected by the LMCH Designee for not conforming with the Contract Documents. At the Contractor's sole expense, the Contractor will promptly reinstate the Work in accordance with the Contract and shall pay the cost of making good any Other Contractor's work destroyed or damaged by the reinstatement.

3.16.5 LMCH may deduct from the Contract sum the difference in value between the defective work and that called for by the Contract Documents if, in the opinion of the LMCH Designee, it is not expedient to correct the defective work.

The LMCH Designee shall determine the amount of such deduction.

3.17 LOSS OR DAMAGE TO MATERIAL OR EQUIPMENT

3.17.1 The Contractor shall be solely responsible for loss or damage to the contractor's materials or equipment and for any materials delivered to the Contractor from whatever source to the site.

3.18 EMERGENCY

3.18.1 In any emergency, the Contractor shall stop the Work, make changes or order extra work to ensure the safety or protection of the work or neighbouring property. The cost of the stoppages, changes or extra work will be determined and appointed by LMCH or its Designee where appropriate.

PART 4 – ADHERENCE TO DRAWINGS & SPECIFICATIONS

4.1 MATERIALS & WORKMANSHIP – ACCEPTABILITY

4.1.1 The Contractor shall ensure that all materials, products, equipment and systems are new and listed in the Canadian Construction Materials Centre for, Evaluation Listing or Evaluation Reports. Re-used, refurbished and/or recycled materials shall only be used where specified herein. The Contractor shall give preference to materials, products and equipment of Canadian origin and manufacture, so that materials, plant and equipment supplied for the Work shall have the maximum possible Canadian content.

4.1.2 Materials, plant and equipment where described and named in the specifications are done so in order to establish the requisite types and quantities. Wherever the words "or approved equal" occur they shall refer too the request for substitute procedures herein described.

- 4.1.3 Where the material is specified to be re-useable, refurbished and/or recycled, LMCH or Designee may approve the substitution where the specified material is not available when required, and LMCH or Designee may allow such to be substituted with new materials.
- 4.1.4 LMCH or its Designee may also approve the substitution of a material or item of plant and equipment bearing another brand or of other manufacturer, considered by the Contractor to be of equal quality and value to that specified and suitable for the intended purpose.
- 4.1.5 All such requests for substitution shall be made in writing by the Contractor to LMCH or its Designee in ample time before material, plant or equipment must be ordered.
- 4.1.6 The Contractor shall ensure that all work is to be performed by competent mechanics, skilled in the particular trade. Only first class workmanship will be accepted, not only with regard to safety, efficiency and durability, but also with regard to neatness and accuracy of detail.
- 4.1.7 The Contractor shall remove all unsatisfactory work and replace it at the Contractor's expense to the satisfaction of LMCH and Designee.
- 4.1.8 If in the opinion of LMCH or its Designee, the contractor is not expedient to correct defective work or work not done in accordance with the Contract. The LMCH or Designee may deduct from the Contract Price the difference in value between the Work completed and that called for by the contract, the amount of which shall be determined by LMCH or its Designee.

4.2 DEVIATIONS

- 4.2.1 The Contractor shall not make any deviations from the Drawings and Specifications without prior written permission from LMCH or its Designee and the Contractor shall correct unauthorized deviations at the Contractor's expense.

4.3 CHANGES IN WORK

- 4.3.1 LMCH or its Designee may, at any time before the issuance of the Certificate of Substantial Performance and without invalidating the Contract may, (via Change Order) order changes by altering, adding to, deducting or altering the Work, with the Contract Price and the completion date being adjusted accordingly.

- 4.3.2 Additional work shall not be completed, or other changes be made to the Contract without receiving prior written authority (Change Order) from LMCH.
- 4.3.3 The progress schedule may be extended or reduced by LMCH or Designee, as a result of the changes.
- 4.4 Valuation of Changes In Work
- 4.4.1 LMCH or its Designee shall determine the method of valuation of any change in the Work by any one or more of the following methods:
- 4.4.1.1 By estimate and acceptance in a lump sum;
- 4.4.1.2 By unit prices;
- 4.4.1.3 By cost and percentage or by cost and a fixed fee.
- 4.4.2 In cases of an addition to the Work to be paid for pursuant to clause 4.4.1.3, the Contractor shall keep and present to LMCH in such form as LMCH may direct a correct account setting out overhead and profit and the net cost of labour and materials, together with vouchers. LMCH shall certify the amount including a total sum for overhead and profit not to exceed 15% of the net cost of labour and materials.
- 4.5 SAMPLES OF MATERIALS, TESTING OF MATERIALS**
- 4.5.1 Wherever specified in the Technical Sections of these specifications, the Contractor shall furnish for the approval of LMCH or whomever LMCH designates such samples of materials, tests, and designs as required from time to time. The Work must be in accordance with the approved samples, test and designs.
- 4.5.2 The Contractor shall pay all costs for such samples and tests required by the specifications. If not specified, the cost of such samples and tests shall be authorized as an addition to the Contract Price.
- 4.5.3 Any inspections or testing required by LMCH, as a result of the defects which were revealed by inspections or testing carried out in the course of the Contract shall be carried out at the Contractor's expense.
- 4.6 PERFORMANCE TESTS**

4.6.1 The Contractor shall perform and pay for all tests as required by the authorities having jurisdiction and as may be required by LMCH to prove that all systems and equipment are performing as designed.

4.7 RECORD DRAWINGS AND SPECIFICATIONS ON THE WORK

4.7.1 The Contractor shall keep on Site and in good condition, and available to LMCH and its Designee or other representative(s) named by the LMCH Designee, one copy of all Drawings, Specifications, Addenda, Change Orders, Field Test Reports, Work Schedule, Manufacturers' Instructions, Approved Samples and Reviewed Shop Drawings.

4.7.1.1 When specified, obtain and pay for one set of erasable Mylar sepias;

4.7.1.2 As the job progresses, mark the prints, accurately to indicate all deviations from the contract drawings;

4.7.1.3 At all time have all white prints available for inspection at the site.

4.8 TOXIC & HAZARDOUS SUBSTANCES

4.8.1 Prior to the Contractor commencing the work, LMCH shall take all reasonable steps to establish whether or not any toxic or hazardous substances are present at the Place of the Work, and

4.8.1.1 Provide the Contractor with written a report indicating all toxic or hazardous substances of such findings.

4.8.2 If the Contractor encounters toxic or hazardous substances at the Place of the Work, or:

4.8.2.1 Has reasonable grounds to believe that toxic or hazardous substances are present at the place of the work, the Contractor shall:

4.8.2.2 Take all reasonable steps, including stopping the Work to ensure that no person suffers injury, sickness or death and that no property is injured or destroyed as a result of exposure to the presence of the substances, and immediately report the circumstance to LMCH in writing.

4.9 SHOP DRAWINGS

- 4.9.1 Shop drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, products, and other data which the contractor provides to illustrate details of a portion of the Work.
- 4.9.2 Provide shop drawings as described in the Contract Documents or as indicated by LMCH.
- 4.9.3 The Contractor shall review all shop drawings prior to submission to LMCH or LMCH Designee or such person so designated by LMCH, to determine and verify all field measurements, construction conditions. Review product requirements: catalogue numbers and similar data and coordinate with requirements of the Work. Stamp date and sign shop drawings. At the time of submission, the Contractor shall notify LMCH in writing of any deviations in the shop drawings from the requirements of the Contract Documents.
- 4.9.4 The Contractor shall submit shop drawings to LMCH or its Designee with reasonable promptness and in orderly sequence from award of contract for review or immediately if critical so as not to cause any delay of the Work or the Work of other Contractors. The Contractor and LMCH or its Designee, shall jointly prepare a schedule of dates for submission and return of shop drawings. Shop drawings, which require approval of any legally constituted authority having jurisdiction, shall be submitted to such authority by the Contractor for approval.
- 4.9.5 The Contractor shall submit shop drawings in the form specified or as directed by LMCH and or Designee. LMCH and or Designee will review and return shop drawings in accordance with the scheduled agreed upon or otherwise with reasonable promptness so as to cause no delay. LMCH's or its Designee's review is for conformity to design concept and for general arrangement only. LMCH's or its Designee's review shall not relieve the Contractor of responsibilities for errors and omissions in the shop drawings or for meeting all the requirements of the Contract Documents unless LMCH or Designee expressly notes the acceptance of a deviation on the shop drawings.
- 4.9.6 The Contractor shall revise and resubmit shop drawings that LMCH or its Designee rejects as being inconsistent with the Contract Documents. The Contractor shall notify LMCH and or Designee in writing of any revisions to the resubmission other than those required by the Consultant.

PART 5 – SUB-CONTACTORS

- 5.1 Provide to LMCH, a complete and firm list of the names and addresses of the Sub-contractors whom the Contractor will use for the Work. The Contractor

- shall not without written, consent of LMCH or its Designee change a Sub-contractor who has been named as outlined in the Tender Form.
- 5.2 Where LMCH or its Designee reasonably objects to any Sub-contractor named by the Contractor, the Contractor shall change such Sub-contractor. Any additional costs relative to the required change shall be borne by LMCH.
- 5.3 The Contractor shall incorporate all the terms and conditions of the contract necessary for the purpose of performing the Work pursuant to the Contract into all sub-contract agreements; and upon doing so, the Contractor shall pay when due any of its labourers, Sub-contractors or its suppliers for labour or materials furnished.
- 5.4 The Contractor shall be fully responsible to LMCH for acts and omissions of Sub-contractors and suppliers and of persons directly or indirectly employed by them and for the acts and omissions of persons directly employed by the Contractor.
- 5.5 Nothing contained in the Contract shall create any contractual relationship between any Sub-contractor or supplier and LMCH.
- 5.6 The Contractor hereby assigns to LMCH all its interest in all Sub-contractors and purchase orders now existing or hereinafter entered into by the Contractor for performance of any part of the Work. Such assignment to be effected only upon termination of the Contract by LMCH, pursuant to the Contract, and only as to those Sub-contractors and purchase orders which LMCH elects to assume so as to complete the Work, and exercised upon written notice to the Contractor and Sub-contractors. All Sub-contractors and purchase orders entered into by the Contractor for any part of the Work shall provide that, Sub-contractors and/or purchase orders may be assigned by the Contractor to LMCH exercisable as aforesaid.

PART 6 – APPLICATION FOR PAYMENT

- 6.1 PAYMENT & HOLDBACKS
- 6.1.1 For the purpose of the Construction Act, 1990, the Payment Certifier shall be LMCH or any person LMCH may designate from time to time and as required by the Construction Act, 1990, the Payment Certifier shall:
- 6.1.1.1 Determine and certify substantial performance; and
- 6.1.1.2 Determine completion.
- 6.1.2 LMCH will make payments to the Contractor as follows: **all invoices shall contain LMCH's Project and Contract Number.**

- 6.1.2.1 90% of the invoiced amounts submitted by the Contractor to LMCH prior to substantial performance and not more frequently than monthly for labour, material and services incorporated in the Work to the satisfaction of the Payment Certifier or delivered to the site and supported by such evidence of correctness as the Payment Certifier may require;
- 6.1.2.2 Ten percent (10%) of the amounts invoiced prior to substantial performance and held back pursuant to the Construction Act, 1990, within a reasonable time after the expiration of the applicable lien period following the date of publication of the Certificate of Substantial Performance if there are no claims outstanding pursuant to the Construction Act 1990 and if the Work performed is to the satisfaction of the Payment Certifier;
- 6.1.2.3 Any further amount due under the Contract upon completion of the Contract to the satisfaction of the Payment Certifier, subject to any holdback for deficiencies and as required by the Construction Act, 1990.
- 6.1.3 The Contractor shall obtain an inspection certificate for any installation which is part of the Work from the Federal, Provincial or Municipal authority responsible for the issuance thereof and shall deliver such certification to LMCH before receiving final payment.
- 6.1.4 **Application for Progress Payments:**
 - 6.1.4.1 Commencing from the second payment and subsequent payments or in the case of a single application for payment for the whole contract, except the final and release of holdback applications, the Contractor shall submit a Statutory Declaration. Statutory Declaration shall be the standard CCA Form 9B.
 - 6.1.4.2 For the release of holdback on work under a subcontract which is 100% completed, the Subcontractor shall submit a Statutory Declaration (CCA Form (C), which shall accompany the Contractor's Statutory Declaration for Progress Payments.
 - 6.1.4.3 Application for statutory holdback the Contractor shall submit a statutory declaration (CCA Form 9a).
 - 6.1.4.4 The Contractor shall submit to LMCH or designate, the proposed percentages of work completed, for valuation, prior to formal invoice submission.
- 6.2 **RESERVED**

6.3 TAXES

- 6.3.1 Unless otherwise stated herein, the Contractor shall pay all applicable taxes, customs duties and excise taxes with respect to the Contract.
- 6.3.2 Any increase or decrease in costs to the Contractor due to change in such taxes, and duties after the date of the bid closing shall increase or decrease the Contract Sum accordingly.
- 6.3.3 Contractors **MUST INCLUDE** any amount related to the "Harmonized Sales Tax" (HST), as outlined in the Tender Form in the Contract Sum.
- 6.3.4 Where an exemption of sales taxes, customs duties or excise taxes is applicable to the Contract by way of the Contractor filing claims for, or obtaining the cooperation of LMCH and the proper authorities in seeking to obtain such refunds, the procedure shall be established in a Supplementary General Condition.
- 6.3.5 Refunds that are due to LMCH and which have been recovered by the Contractor shall be promptly refunded to LMCH.

6.4 NO ADDITIONAL PAYMENT FOR INCREASED COSTS

- 6.4.1 The amount payable to the Contractor under the Contract will not be increased or decreased by reason of any increase or decrease in the cost of the Work brought about by an increase or decrease in the cost of plant equipment, labour, materials or the wage rates set out and prescribed herein. All changes in the Contract Price shall be recorded and documented by form of an approved Change Order duly signed by the Contractor and LHMC.

PART 7 –CONTRACT DOCUMENTS

7.1 INTENT OF THE DOCUMENT

7.1.0 INTERPRETATION

- If any question arises regarding meaning, intent or other matter required by the Contract, the question shall be decided by the LMCH.
- 7.1.1 The Contract Documents are intended to include all labour and materials necessary for the proper execution of the Work. However, labour or materials not covered by or properly inferable from any heading or section in the Contract Documents shall not be supplied, unless shown on the Drawings.

- 7.1.2 Where materials or any part of the Work are described in words or forms which have recognized technical or trade meanings, those technical or trade meanings shall be applied.
- 7.1.3 During the execution of the Work, the Contractor shall advise the LMCH Designee in writing promptly of:
- .1 any contradictions, discrepancies or errors found or noted in the Contract Documents.
 - .2 supplementary drawings, details, instructions or directions that are inconsistent with the intent of the Contract Documents; or
 - .3 any omission, or other fault that becomes evident and which should be corrected in order that the Work be executed in accordance with good construction practice and the Contract Documents.
- 7.1.4 After advising the LMCH Designee of such conditions(s), the Contractor shall not proceed with any further work in the affected areas(s) until the Contractor has received instructions from the LMCH Designee.
- 7.1.5 Failure by the Contractor to comply with these requirements shall result in the Contractor being held responsible for any resulting circumstances, conditions and costs.
- 7.2 DETAILED DRAWINGS AND ADDITIONAL INSTRUCTIONS**
- 7.2.1 The LMCH Designee may issue, as deemed necessary for the execution of the Work, additional instructions by means of sketches, drawings, samples, models or written instructions. Such additional instructions shall be consistent with the general intent of the Contract Documents. The LMCH Designee may, in such instructions, require changes in the Work, provided that such changes are not inconsistent with the intent of the Contract Documents.
- 7.2.2 The Contractor shall perform the Work in accordance with such additional instructions. The Contractor shall not do any additional work, without written instruction from the LMCH Designee.
- 7.3 COPIES FURNISHED**
- 7.3.1 The contractor shall be responsible for the cost of printing the required copies of the Plans and Specifications from the electronic copies as supplied by LMCH.

7.4 LABOUR & PROGRESS SCHEDULE

7.4.1 LABOUR

7.4.1.1 All Work shall be executed by workers qualified and skilled in their trades. Local labour may be employed as far as practicable. The Contractor shall be required for each worker to produce the Certificate of Apprenticeship or the Certificate of Qualification, issued under The Trades Qualification and Apprenticeship Act, when required by LMCH, for designated trades under the Act and its regulations.

7.4.1.2 The foreperson of each trade engaged for the Work must be able to comprehend and carry out all instructions issued to him/her and to work in complete co-ordination and co-operation with other trades. Nothing in this provision shall be deemed to give LMCH the right to require the Contractor to terminate the employment of any Contractor employee, agent or representative or sub-contractor employee and is intended only to give LMCH the right to request that the Contractor to discontinue using such person in the provision of the Services, in the best interest of the Client.

7.4.1.3 The Contractor shall at the request of the LMCH Designee remove from the Work and require any Sub-Contractor to remove from the Work, any persons employed on the Work who, in the opinion of the LMCH Designee, are incompetent or have been conducting themselves improperly and the Contractor or Sub-Contractor shall permit a person so removed to return to the Site of the Work.

7.4.2 SCHEDULE

7.4.2.1 Within five (5) days following award of the Contract, the Contractor shall prepare and submit to the satisfaction of the LMCH Designee, a progress schedule for carrying out the Work, which when accepted by the LMCH Designee shall be the "Progress Schedule" for the Work.

7.4.2.2 The purpose of the Progress Schedule is to ensure adequate planning and execution of the Work and to evaluate the progress of the Work. The Progress Schedule shall indicate the date for starting and completing various aspects of the Work. The schedule must include a cash flow forecast providing for billing no less frequently than monthly based on either time or project milestone. Where based on time the requisitioned amount shall not exceed the valuation provided by the payment certifier.

7.4.2.3 Time shall be of the essence. The Progress Schedule shall be provided on an on-going basis in sufficient detail to permit analysis of individual trades, operations and areas of Work within the building.

- 7.4.2.4 The Progress Schedule shall be in the form of a computer generated critical path and/or bar chart as stipulated by the LMCH Designee.
- 7.4.2.5 The Contractor shall provide as many copies of the Progress Schedule as requested by the LMCH Designee.
- 7.4.2.6 The Contractor shall provide regular monitoring and updating of the Progress Schedule, for such intervals as agreed upon by the Contractor and the LMCH Designee.
- 7.4.2.7 Should the Work fail to progress according to the Progress Schedule, and if in the opinion of the LMCH Designee the Work cannot be completed within the time stated in the Progress Schedule, or such extension thereof, as may be granted by the LMCH Designee in accordance with Item 7.4.2.7 and 7.4.2.9, the Contractor and/or its Sub-contractor(s) shall work such additional time (including Sundays, Statutory holidays) and shifts over and above the normal hours worked by the applicable trades or hire additional workers as may be required to meet the scheduled completion date, all without additional cost to LMCH.
- 7.4.2.8 Where Sunday work is essential, the Contractor shall obtain the approval of the LMCH Designee immediately by telephone or facsimile or telegram and confirm the message by letter giving all particulars.
- 7.4.2.9 The hours of work, rates of wages paid, the terms of employment and working conditions shall be in accordance with all applicable legislation, labour agreements, orders and guidelines issued from time to time by the Ontario Ministry of Labour and other government authorities, and without limiting the generality of the foregoing, that all wages are paid in accordance with Ontario Fair Wage Program Labour Conditions, as amended from time to time. Failure to comply with this provision, shall entitle LMCH, without limiting its other recourses under this Agreement, to terminate this Contract and disqualify the Contractor for future contracts.

7.5 CONTRACTORS RESPONSIBILITY

- 7.5.1 The Contractor shall provide and pay for all materials, labour, water, tools, plant, equipment, light, heat and power and other things necessary for the execution of the Work. Both quality of work and materials shall be of requisite types and qualities specified. The care and control of the Work and Site shall be the full responsibility of the Contractor and it shall be the Contractor's duty to ensure that the Work is performed in a proper manner and as expeditiously as possible.

7.5.2 The Contractor shall have sole responsibility for the design, erection, operation, maintenance and removal of the temporary structural and other temporary facilities, in locations designated by the LMCH Designee and the design and execution of construction methods required in their use. The Contractor shall engage and pay for registered professional engineering personnel, skilled in the appropriate discipline to perform these functions where required by law, or by the contract Documents and in all cases where such temporary facilities and their method of construction are of such a nature that professional engineering skill is required to produce safe and satisfactory results.

7.6 RELATIONSHIP OF CONTRACTOR AND SUB-CONTRACTORS

7.6.1 Every Sub-Contract entered into by the Contractor shall adopt all of the terms and conditions of this Contract as far as applicable to the Sub-Contractor's work.

7.6.2 The Contractor shall require the Sub-Contractors to perform their work in accordance with the terms and conditions of the Contract Documents.

7.7 PERFORMANCE EVALUATION

7.7.1 LMCH will evaluate the performance of the Contractor during and upon completion of the Work for the purpose of determining suitability of the Contractor for future Contracts.

PART 8 – INSURANCE

- 8.1 Contractors must submit with Work Performance & Qualification Section, a Certificate of Insurance covering Public Liability and Property Insurance for the term of this agreement, including the ninety (90) day guarantee period, in an amount no less than \$2,000,000.00. Such Insurance Coverage shall include the Owner (LMCH) as an additional insured; it shall also include Comprehensive General Liability, Contractual Liability, a provision for cross-liability, severability of interest, Personal Injury, and Contingent Liability with respect to Subcontractors and LMCH Designee.
- 8.2 Without limiting the foregoing, such Insurance coverage shall include Comprehensive General Liability with respect to the Sub-Contractors.
- 8.3 Such evidence of Insurance to contain a firm undertaking to give LMCH thirty (30) days notice prior to any cancellation.

PART 9 – INDEMNIFICATION CLAIMS

- 9.1 The Contractor shall indemnify and save harmless LMCH (the Owner) and its officers, employees, LMCH Designee and their agents from and against all claims, demands, losses, costs, expenses, damages, actions, suits or proceedings by third parties that arise out of or are attributed to, the Contractor's, negligence, performance or non-performance of the Contract (hereinafter called "claims), provided such claims are:

.1 attributed to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property' and .2caused by negligent acts or omissions of the Contractor or anyone for whose acts the Contractor may be liable' and .3 made in writing within period of (six) years from the date of substantial performance of the Work as set out in the Certificate of Substantial Performance of the Work.

LMCH expressly waives the right to indemnity for claims other than those stated above.

- 9.2 LMCH will indemnify and hold harmless the Contractor, the Contractor's agents, officers, and employees from and against, demands, losses, expenses, costs, damages, actions, suits, or proceedings arising out of the Contractor's performance of the Contract which are attributed to a lack of or defect in title or an alleged lack or defect in title to the place of Work

The Contractor expressly waives the right to indemnify for claims other than those stated above.

- 9.3 LMCH shall not be responsible for any damage or claims of any nature whatsoever, except if such damage or claims are attributed to gross negligence in carrying out its mandate on behalf of the Corporation.

PART 10 – WORKPLACE SAFETY & INSURANCE BOARD (WSIB)

10.1 REQUIREMENTS

- Contractors must submit, immediately upon being awarded the Contract and every Ninety (90) days thereafter provide, evidence of compliance with all requirements of the Workplace Safety & Insurance Act, 1997, including payments due there under and prior to final payment under the Contract. No work will be issued until receipt of the Workplace Safety & Insurance Board (WSIB) Certificate of Clearance at the start of the Contract nor during any period thereafter for which a current Certificate is not on file.
- 10.1.1.1 If operating as an independent operator, you must contact Workplace Safety & Insurance Board (WSIB) and complete a questionnaire to determine your status.
- 10.3 LMCH reserves the right not to enter into an agreement/contract with any contractor whose status is anything other than an independent operator.

PART 11 – ASBESTOS - NOT APPLICABLE

PART 12 – ASSIGNMENT OF CONTRACT OR PROCEEDS OF CONTRACT

- 12.1 Neither the agreement nor the proceeds thereof shall be assigned or sublet without the written consent of LMCH's Chief Executive Officer. **All work completed under this contract shall be completed by employees of the Contractor assigned the work, paid hourly wages or salary and benefits by the Contractor and does not include individuals or others reassigned the work for lump sum payments or by other contractual agreements.**

PART 13 – TAKING THE WORK OUT OF THE CONTRACTOR'S HANDS

- 13.1 LMCH may, without any further authorization or authority, take all or any part of the Work out of the Contractor's hands and may employ such means as it may see fit to complete the work, including the use of the performance security when applicable, in any of the following cases, namely:

- 13.1.1 Where the Contractor has made default or has delayed in commencing or in diligently executing the Work or any portion thereof to the satisfaction of LMCH and LMCH has given notice thereof to the Contractor, and has by such notice required the Contractor to put an end to such default or delay, and such default or delay continues for seven (7) Business Days after such notice was communicated;
- 13.1.2 Where the Contractor has made default in the completion of the Work, or any portion thereof, within the
- 13.1.3 Time limited for such completion by the Contract;
- 13.1.4 Where the Contractor has committed an act of bankruptcy or has been declared bankrupt or has made an assignment in bankruptcy;
- 1.31.5 Where the Contractor has abandoned the Work;
- 13.1.6 Where the Contractor has made an assignment of the Contract without the required consent of LMCH;
- 13.1.7 Where the Contractor has otherwise failed to observe or perform any of the provisions of the Contract.

- 13.2 Where the Work or any part thereof has been taken out of the Contractor's hands under subsection 13.1, the Contractor shall not, except as provided in subsection 13.3, be entitled to any further payment, including payments then due and payable but not paid and the obligation of LMCH to make payments shall be at an end, and the Contractor shall be liable upon demand of LMCH to pay to LMCH an amount equal to all loss and damage suffered by LMCH by reason of the non-completion of the Work by the Contractor.

- 13.3 Where the Work or any portion thereof has been taken out of the Contractor's hands under subsection 13.1 and that portion is subsequently completed by the Surety, or by LMCH, LMCH shall determine the amount, if any, of the holdback and progress claims of the Contractor unpaid at the time of taking the work out of the Contractor's hands that in LMCH's opinion are not required by LMCH for the purposes of the Contract and LMCH may, if it is of the opinion that no financial prejudice to LMCH will result, pay that amount to the Contractor.

- 13.4 The taking of the Work, or any portion thereof, out of the Contractor's hands pursuant to subsection 13.1 does not operate so as to relieve or discharge the Contractor from any obligations under the Contract or imposed upon the

Contractor by law, except the obligation to complete the physical execution of that portion of the Work so taken out of the Contractor's hands.

PART 14 – DELAYS

- 14.1 In the event of the completion of the Work being delayed because of fire or an unusual delay by common carriers or unavoidable casualties or, without limitation to any of the foregoing, by any cause of any kind whatsoever beyond the Contractor's control, then the time of completion shall be extended for a period of time equal to the time lost due to such delay. It is understood and agreed that the Contractor shall not be entitled to additional compensation by reason of such delay and/or extension.
- 14.2 If a delay is occasioned by any act or neglect of LMCH, the LMCH Designee or any Other Contractor or any of their employees or by changes ordered in the Work, then the time of completion shall be extended for such reasonable time as LMCH or its Designee may decide.
- 14.3 No claim for delay made in respect of Item 14.2 will be allowed unless written notice thereof is given to the LMCH Designee within seven (7) days of its commencement provided however, that in the case of a continuing delay only one notice need be given.

PART 15 – LMCH’S RIGHT TO DO WORK

- 15.1 Failure by the Contractor to prosecute the Work properly or to perform any provision of this Contract, will entitle LMCH upon giving five (5) days written notice to the Contractor, to enter and carry out the Work and to deduct the cost thereof from any payment then or thereafter due the Contractor, without prejudice to any other right or LMCH may have. The taking of the Work or any portion thereof out of the Contractor’s hand does not operate so as to relieve or discharge the Contractor from any obligation under the Contract or imposed upon Contractor by law, except the obligation to complete the physical execution of that portion of the Work so taken out of Contractor’s hands.

PART 16 – LMCH’S RIGHT TO TERMINATE THE CONTRACT

- 16.1 LMCH reserves the right to terminate the Contract immediately upon giving written notice to the Contractor in the event of the Contractor being adjudged a bankrupt or making a general assignment for the benefit of the Contractor’s creditors, or a receiver being appointed on account of the Contractor’s insolvency.
- 16.2 LHMC reserves the right to terminate the Contract upon giving seven (7) days written notice to the Contractor in the event of the Contractor:
- .1 neglecting or failing to prosecute the Work properly or diligently;
 - .2 refusing or failing to supply enough properly skilled workers or proper materials;
 - .3 failing to make prompt payment to Sub-Contractors or for material or labour;
 - .4 disregarding laws or ordinances or instructions of the LMCH Designee; or
 - .5 otherwise being guilty of a substantial violation of the provisions of the Contract, and the Contractor fails to rectify or correct the default or delay as required by the said notice within the time so specified.
- 16.3 Such termination shall be upon the certificate of the LMCH Designee that sufficient cause exists, and shall be without prejudice to any other right or remedy available to LMCH.
- 16.4 Upon termination of the Contract, LMCH may take possession of the Site/work and of all materials, equipment, tools and appliances therein and may finish the Work by whatever method is deemed expedient.

- 16.5 The Contractor shall not be entitled to receive any further payment until the Work is completed.
- 16.6 Should the cost of completing the Work exceed the balance of the Contract Sum, including reasonable compensation to the LMCH Designee, such extra cost shall be paid by the Contractor to LMCH. If the cost of completing the Work does not exceed the balance of the Contract Sum, the difference shall be paid to the Contractor.
- 16.7 Any cost incurred by LMCH, as herein provided, will be certified by the LMCH Designee.
- 16.8 LMCH may terminate this Contract at any time without cause upon giving the Contractor seven (7) days written notice and payment of all approved invoices for services performed by the Contractor under the Contract, including without limiting the generality of the foregoing, all direct and indirect losses including any loss of anticipated profits, occasioned by or arising out of the early termination of the Contract.
- 16.9 Upon the termination, the Contractor shall not enter upon the Site or remove from the Site any part of the Work, materials, equipment, tools or appliances therein, without the written Permission of the LMCH Designee.

PART 17 – LMCH’S RIGHT TO SUSPEND THE WORK

- 17.1 LMCH may, when it is in the public interest, require the Contractor to suspend execution of the Work, in whole or in part, by communicating notice to that effect to the Contractor. LMCH will pay the Contractor an amount equal to the cost as agreed between LMCH and the Contractor, for all labour, material and plant supplied by the Contractor as of the date of suspension of the whole or part of the Work.
- 17.2 During the period of suspension, the Contractor shall not enter upon the Site or remove from the Site any part of the Work, materials, equipment, tools or appliances therein, without the written permission of the LMCH Designee.

PART 18 –ACCESS TO THE WORK

- 18.1 LMCH will have the right to enter and occupy the site and any structure thereon, in whole or part, for the purpose of placing fittings and equipment, or other use, before the completion of the Work, if, in the opinion of the LMCH Designee such entry and occupation does not prevent or interfere with the completion of the Work by the Contractor within the time specified or agreed upon.

- 18.2 Such entry and occupation shall not be considered as acceptance of the Work nor in any way relieves the Contractor from the Contractor's responsibility to complete the Contract.

PART 19 – SETTLEMENT OF DISPUTES

- 19.1 In the event of any dispute or claim arising between LMCH, or the LHMC Designee, and the Contractor as to their respective rights and obligations under the Contract, either party hereto may give the other written notification of such dispute or claim. The notification of dispute or claim shall be made within fourteen (14) days of the dispute or cause of action arising. If the dispute or claim cannot be resolved to the satisfaction of both parties, the parties may between themselves agree to submit the particular matter to arbitration in accordance with the applicable laws of Ontario. If no agreement is made for arbitration, then either party may submit the dispute to such judicial tribunal as the circumstances may require.
- 19.2 The Contractor shall complete the Work, in accordance with the written instruction of the LMCH Designee, notwithstanding any dispute, arbitration or any legal action initiated by either or both of the parties.
- 19.3 Arbitration proceedings shall not take place until the completion or alleged completion of the Work except on a question of certificate for payment, or in a case where either party can show that the matter in dispute is of such nature as to require immediate consideration while evidence is available.

PART 20 – PROJECT RECORDS

- 20.1 The Contractor shall maintain and keep accurate Project Records (which means all tangible records, documents, computer printouts, electronic information, books, plans, drawings, specifications, accounts or other information relating to the Work, including any Change Order) in accordance with the Requirements of Law, but not longer than seven years. The Contractor shall maintain the original Project Records in its office in Ontario until all Claims (which means any claim, demand, liability, damage, loss, cost, expense, suite, action or cause of action) have been settled or as required by Requirements of Law, whichever period is longer.
- 20.2 In addition to other rights of inspection completed in the Contract documents, should LMCH have any reason to suspect illegal activity the Contractor shall allow LMCH access to the Project Records for the period of time from the commencement of the Work to the date that is two (2) years after Substantial Performance ("Inspection Period"). It is understood and agreed that LMCH shall provide the Contractor with five (5) business day's prior written notice of its

requirement for such access along with the reasons for LMCH requiring such access. The Contractor shall promptly provide, at the sole cost of LMCH, a certified copy of any part of the Project Records required by LMCH when requested by LMCH.

- 20.2.1 As well, the Contractor acknowledges that there may be instances after the expiry of the Inspection Period where LMCH may require access to the Project Records. In such instances, LMCH shall send a written request to the Contractor requesting access to the Project Records along with the reasons for LMCH requiring such access. The Contractor agrees to be reasonable in its consideration of such requests. Where the Contractor has agreed to allow LMCH to have access to the Project Records, the Contractor agrees to promptly provide LMCH with certified copies of any part of the Project Records, at LMCH's sole cost, when requested by LMCH.
- 20.3 The Contractor shall ensure that equivalent provisions to those provided herein are made in each subcontract (and shall encourage subcontractors to incorporate same into every level of contract hereunder, i.e. sub-subcontract, etc.) for any part of the Work in order to, among other things, provide LMCH access to Records as contemplated herein.

PART 21 –RESIDENTIAL TENANCIES ACT (RTA)

- 21.1 The Contractor acknowledges that in accordance with Residential Tenancies Act, access to premises of the residents may only be gained by permission of the resident, or as necessary, upon the landlord giving notice to the resident specifying the time of entry during daylight hours not less than twenty-four (24) hours prior to the time of entry.
- 21.2 The Contractor shall schedule any work accordingly and shall advise LMCH or the LMCH Designee at the site of the Work not less than seventy-two (72) hours in advance of requested access to any resident’s premises.

PART 22 – ONTARIO LABOUR CONDITIONS, CONSTRUCTION ACT CLAIMS

- 2.2.1 The Contractor shall employ on the work only persons who are fully qualified to perform the work required and shall comply with the provisions of the Construction Act, 1990.

PART 23 – CERTIFICATE OF SUBSTANTIAL PERFORMANCE

- 23.1 The work or a substantial part thereof is ready for use or is being used for the purposes intended and the remainder of the Work cannot be completed expeditiously for reasons beyond the control of the Contractor or, where LMCH and the Contractor agree not to complete the Work expeditiously, the price of the services or materials remaining to be supplied and required to complete the Work shall be deducted from the Contract Sum in determining substantial Performance.
- 23.2 Prior to advising the LMCH Designee that the Work is substantially performed, the Contractor shall undertake an inspection of the Work with the Contractors’ staff and those Sub-Contractors or their representatives as the Contractor may require. At least ten (10) days prior to such notice, the Contractor shall submit to the LMCH Designee for approval the specified operating instructions, maintenance manuals, as-built drawings, list of spare parts and materials; and submit or do those things, including the complete demonstration to the LMCH Designee and other nominated personnel of the operation of all systems and equipment installed, which are required by LMCH in order to be able to properly operate the equipment.

- 23.3 Upon completion of this inspection a list of all uncompleted and unsatisfactory work shall be prepared by the Contractor and issued to all those concerned. A copy shall be forwarded to the LMCH Designee.
- 23.4 The Contractor shall proceed with the uncompleted work and remedy those parts considered unsatisfactory, as expeditiously as possible.
- 23.5 When the Contractor has determined that the Project meets the requirements of Substantial Performance, the Contractor shall then make a written application to the LMCH Designee for a Certificate of Substantial Performance.
- 23.6 This application shall include:
- .1 a statement to LMCH through the LMCH Designee to the effect that:
 - .2 the Contract is substantially performed; and
 - .3 the performance of the balance of the Contract is in process and the Total Completion is scheduled for the _____ day of _____, 2019;
 - .4 a statement showing the amount of holdback monies due for release and payment following the issue of the Certificate of Substantial Performance.
 - .5 the Contractor's invoice to the LMCH Designee for payment, together with definite evidence by means of

Statutory Declaration in the form provided by LMCH that all accounts, assessments and levies in connection with the Work under the Contract have been paid; that no claims, liens or encumbrances exist; and that all requirements in connection with the Workplace Safety and Insurance Act, 1997 or other social or labour legislation and all other liabilities of the Contractor have been paid;

- .4 a statement of completion with the cost values of:
 - i that part of the Work to be completed including work found by the LMCH Designee to be unsatisfactory;
 - ii outstanding items referred to above; and
 - iii that part of Work which cannot be performed for reasons beyond the control of the Contractor.

- 23.7 Within the (10) days of receipt of this written application, the LMCH Designee will carry out the inspection together with any consultants as he/she may require, the Contractor and any Sub-Contractor deemed necessary by the Contractor, and LMCH representatives.
- 23.8 In the event the LMCH Designee deems that the completion of the Work does not qualify for issuance of the Certificate of Substantial Performance, he/she shall so notify the Contractor in writing within five (5) days of his/her inspection and give reasons for the non-acceptance. The Contractor shall complete the Work necessary to comply with the requirements of Substantial Performance, and re-submit its application. The LMCH Designee will make a re-inspection with ten (10) days of the applications.
- 23.9 On the application of the Contractor, the LMCH Designee will determine whether the Contract has been substantially performed. Where he/she so determines, he/she shall certify the substantial performance of the Work by signing a Certificate of Substantial Performance.
- .1 The LMCH Designee shall set out in the Certificate the date on which the Contract was substantially performed.
 - .2 Where the LMCH Designee certifies the Substantial Performance of the Contract he/she will, within seven (7) calendar days of the day the Certificate is signed, give or send a copy of the Certificate to LMCH and to the Contractor.
 - .3 The Contractor shall publish a copy of the Certificate once in a construction trade newspaper.
 - .4 Notwithstanding Item 23.9.3 above, the Contractor authorizes LMCH to publish a copy of the Certificate on the Contractor's behalf and at their expense.
- 23.10 The contractor's application for a Certificate of Substantial Performance and the release of holdback monies, shall be submitted separately from its application for regular progress payments, the latter shall continue to be made throughout the duration of the Contract.
- 23.11 The date on which a copy of the Certificate of Substantial Performance is published in a construction trade newspaper shall be the commencement of the forty-five (45) day period prior to the release of holdback monies, as defined in the Construction Act, R.S.O. 1990, Chap. C.30, as amended.

- 23.12 The Contractor's and the Sub-Contractor's forces shall continue to work towards Total Completion during the forty-five (45) day period stated in Item 23.11 above.
- 23.13 The LMCH Designee will prepare the Certificate for payment, of the lien holdback monies and promptly upon receipt of the documentation, as listed above, required for the release of these monies, issue the certificate to LMCH, with a copy to the Contractor. This Certificate shall be dated one day after the termination of the forty-five (45) day period.
- 23.14 LMCH will, upon acceptance of the Certificate and, subject of prior claims and existing liens, make payment of the lien holdback monies fifteen (15) days after the expiry of the forty-five (45) day period.
- 23.15 Before expiry of the forty-five (45) day period, all forms of insurance shall be reviewed jointly by the LMCH Designee and the Contractor to ensure adequate coverage for all parties.

PART 24 – CERTIFICATE OF TOTAL COMPLETION

- 24.1 When the Contractor is satisfied that the entire Work is completed, and after making its own inspection, the contractor shall make a written request for a final inspection .by the LMCH Designee, who in turn shall notify LMCH. This inspection shall be carried out within ten days of the request, and completed as quickly as possible, and shall constitute the inspection precedent to the issuance of the final certificate for payment.
- 24.2 The final inspection team shall include the LMCH Designee and such consultants as he/she may require, the Contractor, and any Sub-Contractors deemed necessary by the Contractor, and LMCH representatives.
- 24.3 If there are any deficiencies determined by this inspection, they shall be listed by the LMCH Designee and provided to the Contractor. This list shall be recognized as the final deficiency list for the purpose of acceptance of the Work under the Contract.

- 24.4 Such deficiencies shall be corrected by a date mutually agreed upon between the LMCH Designee and the Contractor, unless a specific date is required by the Contract. A re-inspection by the LMCH Designee shall be called for by the Contractor following the Contractor's own inspection to take place within seven (7) days from the date of request.
- 24.5 The Contractor shall thereafter submit the invoice for final payment together with definite evidence by means of a Statutory Declarations in the forms provided by LMCH or its Designee that all accounts, assessments and levies in connection with the Work under the Contract have been paid; that no claims, liens or encumbrances exist; and that all requirements in connection with the Workplace Safety and Insurance Act, 1997 or other social or labour legislation and all other liabilities of the Contractor have been paid.
- 24.6 On receipt of the Contractor's invoice, and when the LMCH or its Designee is satisfied that all deficiencies, as established under the inspection have been corrected, the LMCH Designee will issue to LMCH, with a copy to the Contractor, a Certificate of Total Completion and certify for payment the remaining monies due the Contractor under the Contract.
- 24.7 Subject to prior claims and existing liens, final payment shall be made to the Contractor no later than fifteen (15) days after the termination of the forty-five (45) day lien period.
- 24.8 Prior to submitting its application for Total Completion of the Work, the Contractor shall provide LMCH with two (2) copies (or as otherwise specified) of all:
- .1 shop drawings;
 - .2 samples;
 - .3 reports and correspondence from all jurisdictional authorities;
 - .4 inspection certificates issued by authorities, eg; Hydro, gas, etc, and

- .5 a release signed by the Contractor, of all claims related to the Contract (including those that have arisen or may arise from the negligence of LMCH, or those for whom either LMCH is in law responsible) against LMCH, the LMCH Designee and the employees and agents of Minister, except those claims made in writing to LMCH Designee or LMCH, which are unresolved as of the date of the application for final payment.

PART 25 – WARRANTIES

- 25.1 The Contractor shall be responsible for the proper performance of the Work. The Contractor agrees to pay for any damages and to correct promptly at the Contractor's own expense defects or deficiencies in the Work which appear prior to and during the period of twenty-four (24) months, or such longer periods as may be specified for certain products or systems as noted in the specifications, from the date of Substantial Performance of the Work, as set out in the Certificate of Substantial Performance of the Work.
- 25.2 LMCH will give prompt notice in writing to the Contractor and the LMCH Designee of any defects noted during the warranty period.
- 25.3 Prior to completion of the twenty-four (24) months warranty period or such longer periods as may be specified for certain products of work, the LMCH Designee will review any defects or deficiencies which have been observed by LMCH during that period and will notify the Contractor of those items requiring attention by the Contractor to complete the terms of the Contract.
- 25.4 The Contractor shall, to the extent permitted by manufacturers and suppliers, assign to LMCH the benefit of any warranty by any manufacturer or supplier in addition to the warranty as provided in subsection 25.1.

PART 26 – CASH ALLOWANCE

- 26.1 The Contractor shall include in the Contract Sum all cash allowances called for in the Specifications. Such allowances shall be expended as directed by the LMCH Designee and the Contract Sum shall be adjusted accordingly. The Contract Sum shall include Contractor's overhead, profit, all costs, fees required by the Contractor pertaining to the cash allowances.

PART 27 – REMEDY FOR DELAY

- 27.1 If the Contractor fails to meet any of the completion dates specified in Part 1 item 1.2 of this Agreement, the Owner may exercise any of the remedies for default specified in the General Conditions; or
- a) Charge the Contractor for the first thirty (30) working days of default and the Contractor shall pay the Owner Maximum of one half of one percent of the contract value or a minimum amount \$750 for each working day or part of a working day that elapses between the time or times prescribed in Part 1 item 1.2 of this Agreement and the date or dates that the Work or part of the Work is completed; and
 - b) After the thirtieth working day of default and if default continues after that day the Owner may charge and the Contractor shall pay an amount calculated as follows:
 - i) An amount equal to all salaries, wages and traveling expenses paid by the Owner to persons supervising or inspecting the Work during the period of delay; and
 - ii) An amount equal to the value to the Owner of the use of the part of the Work not completed for the period of delay; and
 - iii) An amount equal to all other expenses and damages incurred or sustained by the Owner as a result of the Work not being completed during the period of delay; or
 - iv) instead of the payments set out in Item 27.1 of this Part 27 any such amount as may be assessed by the Owner.
- 27.2 Any payment collected under Item 27.1 a) and b) of this Part 27 will be retained as liquidated damages and not as a penalty.
- 27.3 The Owner may without prejudice to any other method of recovery from the Contractor deduct any amount payable to the Owner under this Part 27 from any money owing by the Owner to the Contractor.
- 27.4 Any payment or deduction received by the Owner under this Part 27 does not relieve the Contractor of any obligation or liability imposed on the Contractor by the Contract.

PART 28 – CORRECTION AFTER COMPLETION

- 28.1.1 Without restricting any warranty or guarantee implied or imposed by law or contained in the Contract Documents, the Contractor shall, at the Contractor's sole expense, rectify and make good any defects due to faulty materials or quality of performance that appear in the Work or that comes to the attention of LMCH within twenty-four (24) months from the date of the Certificate of Substantial Performance, or such longer period as may be specified for certain products or part(s) of the Work.
- 28.1.2 LMCH may direct the Contractor to rectify and make good any defect or fault referred to herein or covered by any other expressed or implied warranty or guarantee.
- 28.1.3 Such a direction to the Contractor shall be in writing and may include a stipulation in respect of the time within which a defect or faulty is required to be rectified and made good by the Contractor.
- 28.1.4 Within the time stipulated therein, the Contractor shall at the Contractor's sole expense rectify and make good any defect or faulty described in such direction and shall correct or pay for all damage resulting from the corrections made under this General Condition.
- 28.1.5 Neither the Certificate of Total Completion nor payment there under shall relieve the responsibility under this General Condition.

***** End of Section *****

PART 1 - GENERAL

Contractors and their workers/employees shall be required to comply with the conditions and terms hereinafter specified while completing assignments under this contract on the properties of London & Middlesex Community Housing.

PART 2 - IDENTIFICATION

All contractors and their workers/employees shall carry proper firm and personal identification and shall produce same when requested by either London & Middlesex Community Housing staff or tenants. Permission to enter may be denied without proper identification. Invoices for labour/service calls will not be paid when entry has been denied because of failure to provide proper identification. In these situations, costs of such trips/service calls will be borne by the Contractor and repeated failures to carry proper identification will result in the contractor being removed from the Pre-Qualification List.

Proper identification may include the following:

- Firm identification could be uniforms with firm name, business or I.D. card
- Personal identification should be one with a photo included and could include a firm/employee photo I.D. card.
- When available the Work Order (WO) or copy of it.

PART 3 - SMOKE FREE WORKPLACE

London & Middlesex Community Housing has a smoke free workplace policy in effect. The workplace is defined as any building or structure on the properties of London & Middlesex Community Housing including dwelling units (either apartments or family housing units). It does not extend to the grounds of the properties. Failure to adhere to the smoke free workplace policy will result in the contractor being removed from the Pre-Qualification List.

PART 4 – WORKPLACE VIOLENCE, HARASSMENT & DISCRIMINATION

London & Middlesex Community Housing has a zero tolerance for any acts of violence, harassment or discrimination within its buildings, communities or surrounding properties. Contractors and their workers/employees shall comply with all such Acts, Regulations and policies while on the properties of the London & Middlesex Community Housing. Any reports of improper behaviour by Contractors or their workers/employees will be investigated and if found to be true will result in the Contractor being removed from the Pre-Qualification List. London & Middlesex Community Housing Policy is included below.

PART 5 – SITE CONDITIONS

LMCH is advising all contractors of the potential existence of Bio-hazardous Materials, and/or insect pests including but not limited to bed bugs, roaches, ants, etc. on all LMCH properties. Contractors are responsible for taking all required personal protective measures when working under the above conditions.

RACE & ETHNIC RELATIONS POLICY STATEMENT OF PRINCIPALS

London & Middlesex Community Housing fully support the principle embodied in the Canadian Charter of Rights and Freedoms, the Ontario Human Rights Code, and the Ontario Policy on Race Relations of every person's right to equal treatment with respect to employment, accommodation, contracts, goods, services, facilities, membership in unions, vocational associations, self-governing professions and employment agencies without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, religion, creed, sex, age, sexual orientation, marital status, family status, disability, receipt of public assistance or record of offences. Harassment on any ground, in particular unwelcome sexual advances and solicitations, is prohibited. Within the context of this principle, the Race and Ethnic Relations policy has been developed.

Ontario has a history of providing a home for persons from a variety of racial and ethnic backgrounds and is increasingly becoming a multi-racial, multi-ethnic society. This diversity contributes to the cultural, social and economic enrichment of Ontario residents.

London & Middlesex Community Housing will take an active role in working towards ensuring that:

- All LMCH staff, members, tenants, applicants, contractors, and committee members have a right to equal treatment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, religion, creed, sex, sexual orientation, marital status, family status, disability, and receipt of public assistance or record of offences.
- All LMCH tenants live in an environment free from any form of racial or ethnic discrimination and harassment.
- All LMCH staff work in an environment free from any form of racial or ethnic discrimination and harassment.
- Policies and practices are not directly or indirectly discriminatory in their effect.
- All tenants and staff are made aware that racial or ethnic discrimination or harassment of any form will not be tolerated.
- Harmonious race and ethnic relations are fostered among tenants and staff.
- Incidents which arouse racial or ethnic conflict and tension are appropriately addressed.

RACE & ETHNIC RELATIONS POLICY

The London & Middlesex Community Housing is committed and will work to ensure that:

1. All residents, employees, board members, applicants for housing or employment, contractors, service providers and committee members have a right to equal treatment and respect;
2. all residents and employees live and work in a harmonious environment which is free from discrimination and harassment on the basis of race, ancestry, place of origin, colour, ethnic origin, religion, creed, sex, sexual orientation, marital status, family status, disability, receipt of public assistance or record of offences;
3. Policies and/or practices are not directly or indirectly discriminatory in their effect;
4. Every effort is made to overcome systemic barriers to housing or employment;
5. All applicants, residents and employees are notified that racial/ethnic discrimination or harassment of any form will not be tolerated;
6. Incidents arising from what is perceived to be racial/ethnic conflict or tension within the housing communities or in the workplace will be addressed.

PART 6 - RESIDENT SATISFACTION SURVEY

London & Middlesex Community Housing values and is committed to providing quality customer service to our tenants. As a method of monitoring tenant satisfaction, a service questionnaire has been developed and is given to our tenants upon completion of any maintenance work. This provides our tenants an opportunity to comment on the level of performance and service they have received. This applies to Contractors assigned to work within their units, buildings or communities. Any reports of unsatisfactory service from contractors or their workers/employees will be investigated and repeated unsatisfactory service will result in the contractor being removed from the Pre-Qualification List. The questionnaire is included below.

RESIDENT SATISFACTION SURVEY

LMCH IS INTERESTED IN GETTING YOUR COMMENTS ON THE QUALITY OF WORK, SERVICE AND PRODUCT THAT YOU RECEIVED.

Please specify work completed:

Date of Work:

YES	NO	
		Was the work completed by a contractor?
		Was the work completed by on-site service staff?
		Are you satisfied with the work that was done?
		Did the service staff/contractor clean up the work area before leaving?
		Did you receive enough notice before work started?
		If you need to prepare your home before the work started, did someone tell you what to do?
		Was the service staff/contractor considerate and polite?
		Did the service staff/contractor respect your home, lawns and gardens?
		Was the work area left clean each day?
		Did the service staff/contractor consider your safety while performing the work?
		Do you think the work was done in a reasonable amount of time?

OTHER COMMENTS:

Tenant Name:	Signature:
Address:	
Unit #:	Telephone #: (519) -

(Please Print)

***** End of Section *****

Statement of Principles

“London & Middlesex Community Housing fully supports the Canadian Charter of Rights and Freedoms and the Ontario Human Rights Code. Every person has a right to equal treatment. Violence, Harassment and discrimination are prohibited.”

The London & Middlesex Community Housing will work to ensure that:

1. All tenants/residents, directors, officers, employees, applicants for Housing or applicants for employment, contractors, service providers, and committee members have right to equal treatment and respect.
2. All employees, directors, officers, tenants/residents, applicants and contractors are made aware that discrimination or harassment of any kind will not be tolerated.
3. All persons living in London & Middlesex Community Housing communities and all employees working for London & Middlesex Community Housing will work together to enjoy an environment which is free from discrimination and harassment on the basis of race, ancestry, place of origin, color, ethnic origin, citizenship, religion or creed, sex, sexual orientation, handicap, age, marital status, family status, receipt of public assistance or record of offences.
4. Every effort is made to correct policies and procedures which may cause systemic barriers to housing or employment.
5. Incidents that cause conflict and tension within housing communities or the workplace are appropriately addressed.

***** End of Section *****