



Project #: 2019-0040-RT

City of London
and
County of Middlesex

Preventive Maintenance of Fire Alarm
and Wet Automatic Sprinkler Systems

Three Year Contract
(June 15th, 2019 to June 14th, 2022)

Date Prepared: April 25, 2019

Prepared By: N Strickert



April 25, 2019

Project Number: 2019-0040-RT – Preventative Maintenance of the Fire Alarm Detection System and Wet Automatic Sprinkler Systems

London & Middlesex Community Housing (also referred to as LMCH) invites Contractors to submit sealed tenders for the completion of the annual and designated bi-monthly and semi-annual preventive maintenance routines on fire alarm systems and the Annual Preventive Maintenance routines on wet sprinkler systems at the Adult/Seniors Buildings in the City of London (fifteen (15) projects), Family Sites (seven (7) projects) and the County of Middlesex (six (6) projects) all in accordance with Ontario Regulation 213/07, Division C, 55.2.1.1.1., 2.1.2.1. under the Fire Marshall's Act (Fire Code) November 1997, and the National Standard of Canada CAN4-S536-97, Standard for the Testing, Inspection and Maintenance of Existing Fire Alarms Systems.

Interested Contractors are to submit the attached Tender Document as noted below.

Tender Documents must be received at: London & Middlesex Community Housing
1299 Oxford Street East, Unit 5C5
London, ON N5Y 4W5

No later than **11:00 a.m. local time, Thursday, June 6th, 2019**, at which time Tenders will be opened. Partial Tenders will not be accepted.

Contractors submitting Bids shall provide all labour, materials, plant, and equipment for the above mentioned tender at the LMCH residential apartments noted in Section 00880, Building & Dwelling Index.

Contractors are responsible for inspecting each site prior to submitting their bids (contact LMCH to arrange) and must satisfy themselves as to the local conditions to be met during the conduct of the work. Bidders shall make their own estimate of the facility and difficulties to be encountered. No claim shall be allowed at any time after the submission of the tender that there was a misunderstanding of the terms and conditions of the contract relating to site conditions. Failure to make necessary inspections shall not be accepted as an excuse for any default on the part of the successful bidder to fulfil all the requirements of the contract or be accepted as a basis for any claim whatsoever for extra compensation or an extension of time.

Proponents are to ensure that they are fully aware of the conditions and terms of the contract.

Questions relating to all technical or aspects of the drawings shall be directed to the consultant and questions relating to contract documents shall be directed to the LMCH.

London & Middlesex Community Housing

Bill Leslie

Manager, Capital Projects and Construction
519-434-2765, ext. 236

Norman Turner

Director, Assets Management
519-434-2765, ext. 242

In order to be considered, all documents identified in **Section – 00100 Instructions To Bidders** must be submitted in your envelope clearly marked with the Bidder's name and as follows:

LMCH Tender #: 2019-0040-RT – Preventative Maintenance of the Fire Alarm & Detection System and the Wet Automatic Sprinkler System

We thank all Contractors who submit tenders to London & Middlesex Community Housing.

Yours truly,

N Strickert
Project and Facility Services Coordinator
Ext. 270

Encls

DIVISION

SECTION

0 – <u>Bidding & Contract Requirements</u>	00005	Cover Page
	00050	Letter of Invitation
	00055	Contact Sheet
	00100	Instructions to Bidders
	00310	Bid Form –
	00383	Work performance & Qualifications
	00711	General Conditions
	00830	Requirements While on LMCH Property
	00831	LMCH Equity Policy
	00880	Building & Dwelling Index
	00900	Contractors Compliance Statement
15 <u>Mechanical</u>	15501	Wet Sprinkler – Performance, Material & Equipment Specifications
	15502	LMCH Wet Sprinkler System Inspection Report
16 <u>Electrical</u>	16721	Fire Alarm System – Performance, Material & Equipment Specifications

***** End of Index *****

For Clarification, Contact owner's representative as follows:

London & Middlesex Community Housing

Norman Turner	Tel: 519-434-2765, ext. 242
Director, Asset Management	Fax: 519-679-7000

Mr. Bill Leslie	Tel: 519-434-2765, ext. 236
Construction Manager	Fax: 519-679-7000

Nancy Strickert	Tel: 519-434-2765, ext. 270
Project and Facility Services Coordinator	Fax: 519-456-1710

***** End of Contacts *****

Table of Contents

Part 1 - Inquiries During Bidding Period	2
Part 2 - Addenda.....	2
Part 3 - Tendering Method – Stipulated Price.....	2
Part 4 - List of Subcontractors	3
Part 5 - Substitutions, Product Options.....	3
Part 6 - Asbestos.....	3
Part 7 – Tender Submission & Bid Form.....	3
Part 8 - Bid Security – N/A.....	4
Part 9 - Acceptance or Rejection of Tenders.....	4
Part 10 - Examination of the Site, Specifications & Drawings	5
Part 11 - Qualification Information	5
Part 12 - Taxes & Duties	6
Part 13 - Freedom of Information & Protection of Privacy Act 1987.....	6
Part 14 - Award of Contract.....	7
Part 15 – Site Conditions	8

PART 1 - INQUIRIES DURING BIDDING PERIOD

- 1.1 For the purpose of this contract, inquiries related to technical aspects should 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 should 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 report is available upon request.

PART 7 – TENDER SUBMISSION & BID FORM

- 7.1 The Bidder must submit their Tender properly sealed in an opaque envelope and on the Bid Form supplied and must deliver such Tender so that it is in the hands of such official of LMCH as may be designated in the Invitation to Tender within the time and at the location specified in the submission requirements.
- 7.2 The Bidder must:

- (a) put the Bidder's name and return address, as well as the project number on the envelope for the Bid Form,
 - (b) complete and fully execute the Bid Form supplied in all respects with appropriate documents and all requisite information,
 - (c) complete and fully execute Section – 00383 Work Performance & Qualification in all respects and include in the Bid Form envelope, and
 - (d) provide the Bid Security as specified in Section - 00100 Instructions to Bidders.
- 7.3 The Tender and any amendments thereto may not be submitted by telecommunications which include but are not limited to telex, telegram and telephone transmission of facsimiles.
- 7.4 The Bidder must observe carefully all requirements and conditions of the tender documents submitted pursuant to this part 1.0.

PART 8 - BID SECURITY – N/A

PART 9 - ACCEPTANCE OR REJECTION OF TENDERS

- 9.1 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.
- 9.2 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.
- 9.3 LMCH is not obliged to accept any Tender because it is the lowest tender submitted.

- 9.4 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 10 - EXAMINATION OF THE SITE, SPECIFICATIONS & DRAWINGS

- 10.1 Before submitting a Tender the Bidder must 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.
- 10.2 The Bidder must 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.
- 10.3 If the Bidder fails to report any discrepancies, errors or omissions to LMCH as specified in section 4.2, 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 11 - QUALIFICATION INFORMATION

- 11.1 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.
- 11.2 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.
- 11.3 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.

- 11.4 Under the Designated Jurisdiction policy LMCH is not permitted to award a contract to a person who is a resident in a designated Jurisdiction. Such a person is not Eligible and will be disqualified from this Tender. See Part 1 – General Requirements for Definitions of Designated Jurisdiction(s).
- 11.5 The Bidder must provide the following information in respect to themselves and any subcontractor:
- (a) in the case of an individual or sole proprietor, whether his/her principal residence is in the Designated Jurisdiction,
 - (b) in the case of a corporation, whether the corporation's head office or registered office(s) is/are in a Designated Jurisdiction or whether any person who controls the corporation is a resident in a Designated Jurisdiction, and
 - (c) in the case of a partnership, whether the principal residence of any of the individual partners is within the Designated Jurisdiction or whether the head office or any registered office(s) of partners that are corporations is/are within a Designated Jurisdiction.
- 11.6 If any Contract is awarded under the Tender:
- (a) provide, represent and warrant that neither the Contractor nor any Subcontractors are persons who are resident in a Designated Jurisdiction,
 - (b) acknowledge that any subcontractors not identified in the Bid following the award of the Contract will be subject to the approval of LMCH, and
 - (c) acknowledge that any material misrepresentation or breach of clause (a) will be grounds for termination of the contract.

PART 12 - TAXES & DUTIES

- 12.1 The Bidder must make provision in his tender to cover the full cost of Federal, Provincial and Municipal Taxes, Permits and Fees.

PART 13 - FREEDOM OF INFORMATION & PROTECTION OF PRIVACY ACT 1987

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

PART 14 - AWARD OF CONTRACT

- 14.1 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.
- 14.2 LMCH has up to 60 days after the date of Tender closing to notify the Bidder that his Tender is accepted.
- 14.3 The Contract shall be deemed to be awarded on the date that LMCH advises the Bidder in writing of such award.
- 14.4 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.
- 14.5 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.
- 14.6 If a contract is awarded, the following documents will all form part of the Contract:
- 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 15 – SITE CONDITIONS

- 15.1 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.

BID FOR: PREVENTIVE MAINTENANCE ON FIRE ALARM AND WET SPRINKLER SYSTEMS

SUBMITTED BY: NAME: _____

ADDRESS: _____

PHONE #: _____ Fax #: _____

TO: Norman Turner
 Director, Asset Management
 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 Bid Documents prepared by London & Middlesex Community Housing (LMCH) for the following stipulated sum:

Locations	Contract Year 1 June 15/19 – June 14/20		Contract Year 2 June 15/20 – June 14/21		Contract Year 3 June 15/21 – June 14/22	
	Fire Alarm Systems	Wet Sprinklers	Fire Alarm Systems	Wet Sprinklers	Fire Alarm Systems	Wet Sprinklers
London (15 Bldgs. Total)	\$	\$	\$	\$	\$	\$
Middlesex County (6 Bldgs. Total)	\$	\$	\$	\$	\$	\$
Family Sites (7 Sites Total)		N/A		N/A		N/A
Sub-Totals	\$		\$		\$	
Total (Fire Alarm plus Wet Sprinklers)	\$		\$		\$	
HST	\$		\$		\$	
Grand Totals	\$		\$		\$	

Furthermore, we have clearly filled in all the requirements of **Section 00383 – Work Performance Qualifications** and hereby attach same along with the Bid Form.

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

Title : _____ Date : _____

(Bidders Seal above.)

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_____

Proponents, if they are a "Limited Company", should affix their Corporate Seal to all submitted documents.

PART 1 - TIME

1.1 To commence the project in _____ calendar days after the authorization to proceed

PART 2 – SUBCONTRACTORS

2.1 If our Bid is accepted, it is our intention to employ the following Subcontractors in accordance with G.C. Part 6 & 25 – Payment & Warranty.

All portions of the work other than those to be placed with Subcontractors named will be executed by ourselves with our own workmen and are indicated below by the words 'own forces'. (Refer to the name column)

2.1.1 All Fire Alarm Preventative Maintenance for Contract Year 1, 2 and 3 shall be executed by _____ (Indicate own forces or sub-contractors name)

2.1.2 All Wet Sprinkler Preventative Maintenance for Contract Year 1, 2 and 3 shall be executed by _____ (Indicate own forces or sub-contractors name)

2.2 SEE BID FORM PART B

PART 3 – UNIT PRICES

3.1 The following unit prices will be taken into consideration during Tender analysis.

3.2 The unit prices quoted for extra work and for less work than specified are given below. All prices include overhead and profit and all other charges of the Contractor and represent the actual cost. The adjustment to the contract sum shall be based on the net quantity difference from the original quantity.

REPAIRS: To be completed only after written approval from the LMCH Property Service(s) Manager.

3.3 a) Hourly Rate for Fire Alarm Technician \$ _____/hour
b) Hourly Rate for Fire Alarm Technician Helper \$ _____/hour

% Mark-up above Trade Prices for Parts: \$ _____

3.4 a) Hourly Rate for Wet Sprinkler Systems Technician \$ _____/hour
b) Hourly Rate for Wet Sprinkler Systems Technician Helper
\$ _____/hour

% Mark-up above Trade Prices for Parts: \$ _____

3.5 The **Contractor** shall designate a **keyholder** who is responsible for signing out a key for access to enter scheduled units at each site for that day, **(no staff escorts will be provided)**, and to ensure the key is **returned to the site** at the end of the day.

3.6 The contractor shall provide LMCH with adequate advance notice in order to prepare 'Notices of Entry' before any work is scheduled.

***** END *****

2.2

Contract Year 1 - June 15th, 2019 to June 14th, 2020

	Fire Alarm System & Carbon Monoxide Detectors	Fire Alarm System & Carbon Monoxide Detectors	Fire Alarm System & Carbon Monoxide Detectors	Wet Sprinkler System
	Annual	Semi-Annual (1 semi included in annual)	Bi-Monthly (January, March, May, July, September, November)	Annual
Locations:	Cost x1	Cost x1	Cost x6	Cost x1
Adult Buildings:				
349 Wharnccliffe Road				
345 Wharnccliffe Road				
136 Albert Street				
304 Oxford Street				
241 Simcoe Street				
200 Berkshire Drive				
872 William Street				
580 Dundas Street				
39 Tecumseh Avenue				
Family Sites:				
551-605 Millbank Drive & 931-1225 Southdale Rd E.				N/A
1-82 - 370 Pond Mills Rd				N/A
152-218 Marconi Blvd (Semis) & 243-345 Marconi Blvd (Townhouses)				N/A

Allan Rush Gardens; 1-34 Barberry Court, 35-48 Ivy Court, 49-81 Vinewood Court, 82-100 Primrose Court				N/A
1-162 - 1481 Limberlost Rd				N/A
160-430 Boullee Street				N/A
961-1183 Huron Street				N/A
Senior Buildings:				
170 Kent Street				
202 McNay Street				
632 Hale Street				
85 Walnut Street				
1194 Commissioners Rd				
30 Baseline Road				
County Adult/Seniors:				
49 Bella St., Strathroy				
249 Ellen St., Parkhill				
125 Head St., Strathroy				
2061 Dorchester Rd, Dorchester				
10 York St., Newbury				
157 Simpson St., Glencoe				
Sub Total:				
HST:				
Yearly Total:				

2.3

Contract Year 2 - June 15th, 2020 to June 14th, 2021

	Fire Alarm System & Carbon Monoxide Detectors	Fire Alarm System & Carbon Monoxide Detectors	Fire Alarm System & Carbon Monoxide Detectors	Wet Sprinkler System
Locations:	Annual	Semi-Annual (1 semi included in annual)	Bi-Monthly (January, March, May, July, September, November)	Annual
	Cost x1	Cost x1	Cost x6	Cost x1
Adult Buildings:				
349 Wharncliffe Road				
345 Wharncliffe Road				
136 Albert Street				
304 Oxford Street				
241 Simcoe Street				
200 Berkshire Drive				
872 William Street				
580 Dundas Street				
39 Tecumseh Avenue				
Family Sites:				
551-605 Millbank Drive & 931-1225 Southdale Rd E.				N/A
1-82 - 370 Pond Mills Rd				N/A
152-218 Marconi Blvd (Semis) & 243-345 Marconi Blvd (Townhouses)				N/A
Allan Rush Gardens; 1-34 Barberry Court, 35-48 Ivy Court, 49-81 Vinewood Court, 82-100 Primrose Court				N/A
1-162 - 1481 Limberlost Rd				N/A
160-430 Boullee Street				N/A
961-1183 Huron Street				N/A

Senior Buildings:				
170 Kent Street				
202 McNay Street				
632 Hale Street				
85 Walnut Street				
1194 Commissioners Rd				
30 Baseline Road				
County Adult/Seniors:				
49 Bella St., Strathroy				
249 Ellen St., Parkhill				
125 Head St., Strathroy				
2061 Dorchester Rd, Dorchester				
10 York St., Newbury				
157 Simpson St., Glencoe				
Sub Total:				
HST:				
Yearly Total:				

2.4

Contract Year 3 - June 15th, 2021 to June 14th, 2022

	Fire Alarm System & Carbon Monoxide Detectors	Fire Alarm System & Carbon Monoxide Detectors	Fire Alarm System & Carbon Monoxide Detectors	Wet Sprinkler System
	Annual	Semi-Annual (1 semi included in annual)	Bi-Monthly (January, March, May, July, September, November)	Annual
Locations:	Cost x1	Cost x1	Cost x6	Cost x1
Adult Buildings:				
349 Wharnclyffe Road				
345 Wharnclyffe Road				
136 Albert Street				
304 Oxford Street				
241 Simcoe Street				
200 Berkshire Drive				
872 William Street				
580 Dundas Street				
39 Tecumseh Avenue				
Family Sites:				
551-605 Millbank Drive & 931-1225 Southdale Rd E.				N/A
1-82 - 370 Pond Mills Rd				N/A
152-218 Marconi Blvd (Semis) & 243-345 Marconi Blvd (Townhouses)				N/A
Allan Rush Gardens; 1-34 Barberry Court, 35-48 Ivy Court, 49-81 Vinewood Court, 82-100 Primrose Court				N/A
1-162 - 1481 Limberlost Rd				N/A
160-430 Boullee Street				N/A
961-1183 Huron Street				N/A

Senior Buildings:				
170 Kent Street				
202 McNay Street				
632 Hale Street				
85 Walnut Street				
1194 Commissioners Rd				
30 Baseline Road				
County Adult/Seniors:				
49 Bella St., Strathroy				
249 Ellen St., Parkhill				
125 Head St., Strathroy				
2061 Dorchester Rd, Dorchester				
10 York St., Newbury				
157 Simpson St., Glencoe				
Sub Total:				
HST:				
Yearly Total:				

Table of Contents

Part 1 – General Requirements.....	2
Part 2 – Communications.....	2
Part 3 – Business Reference.....	2
Part 4 – Bank Reference.....	4
Part 5 – Conflict of Interest.....	4
Part 6 – Insurance	5
Part 7 – Vehicles & Stock – Not Applicable	5
Part 8 – Licenses, Certificates & Miscellaneous.....	5
8.1 Licenses.....	5
8.2 Certificates.....	5
8.3 WHMIS – Material Safety Data Sheets – Not Applicable	6

PART 1 – GENERAL REQUIREMENTS

1.1 Section 00710 – General Conditions.

PART 2 – COMMUNICATIONS

2.1 The Contractor can be reached as follows:

Company Name: _____

At all times at: _____

During Business hours at: _____

Other times (T.A.S. No.): _____

Code: _____

Cell Phone #: _____

Pager #: _____

Fax #: _____

E-Mail Address: _____

Others (please specify): _____

PART 3 – BUSINESS REFERENCE

3.1 Reference must be from persons or companies for whom you have performed work within the last 24 months. Also reference must be for work of the same nature as that called for in the agreement.

3.2 If you have performed work for LMCH within the past 24 months please use them as one of your references. Failure to do so will be cause for disqualification.

3.3 Private Sector

Name: _____

Company: _____

Phone: _____

Name: _____

Company: _____

Phone: _____

Approximate Dollar Value of Work Performed last year \$ _____

3.4 Public Sector

Name: _____

Company: _____

Phone: _____

Name: _____

Company: _____

Phone: _____

Approximate Dollar Value of Work Performed last year \$ _____

PART 4 – BANK REFERENCE

4.1 Name: _____

Branch: _____

Address: _____

Phone: _____

4.2 Does your company have a line of credit with the bank noted above?

Yes

No

Line of Credit Amount \$ _____

PART 5 – 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 either 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 6 – 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: _____

PART 7 – VEHICLES & STOCK – NOT APPLICABLE

PART 8 – LICENSES, CERTIFICATES & MISCELLANEOUS

8.1 LICENSES

8.1.1 London and/or other municipality Contractor's/Business License:

<u>Municipality</u>	<u>Municipal License</u>	<u>Issued To</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

8.1.2 Identify the number of employees on staff _____.

A) Full time employees (37 ½ hrs/wk.) _____.

B) Part-time employees _____; average hours/week _____.

8.2 CERTIFICATES

8.2.1 Due to the nature of the work required in this agreement, it is recommended that the Contractor have at least one (1) employee on staff trained in First Aid and WHMIS (Workplace Hazardous Materials Information System).

8.2.2 Should the Contractor have no employee who is trained in First Aid and WHMIS, the Contractor shall have four (4) months to obtain certificates. Failure to do so will be cause to terminate this agreement with the Contractor.

8.2.3 A) First Aid Training

<u>Employee Name</u>	<u>Certificate #</u>	<u>Expiry Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

B) WHMIS

<u>Employee Name</u>	<u>Certificate #</u>	<u>Expiry Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

8.3 WHMIS – MATERIAL SAFETY DATA SHEETS – NOT APPLICABLE

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

Table of Contents

Part 0 – Intent	4
Part 1 – General Requirements.....	4
1.1 Definitions, Precedence Of Documents & Interpretation	4
1.2 – Agreement / Contract Period / Hours of Work / Contract Extension	10
Part 2 – Governing Regulations.....	10
2.1 Law, Notices, Permits & Fees.....	10
Part 3 – Procedural Requirements	11
3.0 Award Letter, Purchase Order & work Order Contracts.....	11
3.2 Commencement Of Work.....	11
3.3 Completion Date or BRD (Building Ready Date)	12
3.4 Co-operation	12
3.7 Interference	12
3.8 Protection of Work and Property.....	12
3.9 Clean-Up.....	12
3.12 Fire Protection.....	13
3.13 Cutting & Patching	13
3.14 Minimum Truck Haul Rates	13
3.17 Loss or Damage to Material or Equipment	14
3.18 Emergency.....	14
Part 4 – Adherence To Drawings & Specifications	14
4.1 Materials & Workmanship – Acceptability.....	14
4.3 Changes In Work.....	15
4.4 Valuation Of Changes In Work	15
4.5 Samples Of Materials, Testing Of Materials.....	16
Part 5 – Sub-Contractors.....	16
Part 6 – Application for Payment.....	17
6.1 Payment.....	17
6.2 Invoices.....	17
6.3 Taxes.....	19
6.4 No Additional Payment For Increased Costs	19

Part 7 –Contract Documents.....	20
7.1 Intent of the document	20
7.1.0 Interpretation	20
7.2 Detailed Drawings and Additional Instructions.....	20
7.3 Copies Furnished.....	21
7.4 Labour & Progress Schedule.....	21
7.4.1 Labour.....	21
7.4.2 Schedule	22
7.5 Contractors Responsibility	22
7.6 Relationship of Contractor and Sub-contractors.....	22
7.7 Performance evaluation.....	22
Part 8 – Insurance	23
Part 9 – Indemnification Claims	23
Part 10 – Workplace Safety & Insurance Board (WSIB).....	24
Part 11 – Asbestos - Not Applicable.....	24
Part 12 – Assignment of Contract or proceeds of Contract	24
Part 13 – Taking the Work Out of the Contractor’s Hands.....	24
Part 14 – Delays	25
Part 15 – LMCH’s Right to do Work.....	26
Part 16 – LMCH’s Right to Terminate the Contract–	26
Part 17 – LMCH’s Right to Suspend the Work–	28
Part 18 –Access to the Work.....	28
Part 19 –Settlement of Disputes	28
Part 20 – Project records.....	29
Part 21 – Residential Tenancies Act (RTA)	29
Part 22 – Ontario Labour Conditions, Construction Lien Claims.....	29
Part 23 – Certificate of Substantial Performance.....	30

Part 24 – Certificate of Total Completion.....	30
Part 25 – Warranties.....	31
Part 26 – Cash Allowance	32
Part 27 – Remedy For Delay (Not Applicable)	32
Part 28 – Correction After Completion.....	32

PART 0 – INTENT

- 0.1 It is intended that this call will result in a contractor being awarded a Stipulated Price Contract for services as outlined in the Specifications of this document. The work will have a start date and a specific completion or building ready date.

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 **"Bid Form"** means the Bid of the Contractor submitted in response to the Bid 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 parts of the Work included in the Contract Documents, or a 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.
- 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 includes 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 Lien 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 community housing 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
 - Supplementary Instruction to Bidders
 - General Conditions
 - Contractors Compliance Statement
 - Tender Submission Form
 - Specifications with Appendices and Addenda
 - Schedules
 - Drawings
 - Award Letter
 - Purchase Order / 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 – AGREEMENT / CONTRACT PERIOD / HOURS OF WORK / CONTRACT EXTENSION

- 1.2.1 This agreement/contract shall commence no later than June 15th, 2019 and shall be in effect until June 14th, 2022 inclusive (Three (3) year contract).
- 1.2.2 Unless otherwise noted, work shall be carried out between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, except in cases of emergency work or as directed by LMCH.
- 1.3 **Optional One (1) Year Contract Extension – Applicable**

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 part of the Contract are in compliance with the applicable laws, ordinances, rules, regulations and codes relating to the Work and 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 any such variance or change is 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 an award letter which shall be acceptance of the Tender and award of the Contract to the Contractor and a Purchase Order and or Work Order Contract which shall 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.

3.2 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 Submission Form.

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.

3.7 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 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:

3.8.2 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.

3.9 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 from the site unless stated otherwise in the Contract.

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 and 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

- 3.14.1 Where the Contractor engages the services of independent truckers to haul materials in the performance of the Contract, the Contractor will pay at least the Minimum Truck Haul Rates as set by the Ministry of Transportation.
- 3.14.2 If the Contractor fails to pay the said rates, LMCH may pay any balance necessary to make up the minimum rate and charge it to the Contractor.
- 3.14.3 The Contractor shall post the rates prominently on the site where the Contract is being performed.

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 apportioned 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's "Evaluation Listing or Evaluation Reports". Re-used, refurbished and/or recycled materials shall 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 request for substitution shall be made in writing by the Contractor to LMCH or its Designee in ample time (four to eight weeks) before material, plant or equipment must be ordered.
- 4.1.6 The Contractor shall ensure that all work is 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, 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.

4.3 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 No additional work shall be done nor shall other changes be made to the Contract without receiving prior written authority (Change Order) from LMCH. No changes shall be carried out unless authorized in writing and signed by LMCH or its Designee.
- 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.

4.5 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 will 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.

PART 5 – SUB-CONTRACTORS

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 in the Bid 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 held as fully responsible to LMCH for acts and omissions of Sub-contractors and suppliers and of persons directly or indirectly employed by them, as 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 such 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

- 6.1.1 For the purpose of the Construction Lien act, 1983, 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:

6.1.3 Unless noted otherwise in this section, Holdback or Retention will not be applicable to this project. LMCH will process 100% of the amount submitted unless circumstances require LMCH to do otherwise in which case the contractor will be notified accordingly. Should this occur, MLHC may modify the invoice to reflect the actual work completed or withhold moneys for damages to LMCH property, caused by the contractor.

6.2 INVOICES

- 6.2.1 A) Contractor shall submit one (1) invoice only per Property Services Manager's portfolio per month. (Refer to Section 00880.) And invoices shall be addressed to the appropriate Property Service Mgr. for approval.
- B) **Each invoice for work completed the previous month shall be dated the first (1st) of each following month** and invoices can only be

submitted after the work has been completed. **NO EXCEPTIONS.**

- C) **TERMS OF PAYMENT** – LMCH shall pay all invoices within **30 days** of receiving the invoice regardless of the date of the invoice. **NO EXCEPTIONS.**
- D) Each Building/Property will be identified on the invoice along with associated contract value.
- E) The contract value for each location shall be divided into equal instalments. (Duration of contract to be divided by number of months.)
- F) LMCH reserves the right to request full invoice backup information (timesheets, log sheets, etc.) for any or all LMCH properties at any time. Failure to provide the back-up information may result in the cancellation of this agreement/contract and the Contractor being suspended from the program.
- G) Refer to item 6.2.2 and 6.2.3 for additional work requirements and additional invoice requirements.

6.2.2 Invoices must include and/or indicate the following:

- Work Order/Contract number
- Date or period work was performed
- Draw #
- Brief description of the work
- Sub-Total
- Harmonized Sales Tax and Registration Number
- Total cost

6.2.3 In no event shall work be performed at "Overtime Rates" without prior authorization from LMCH.

This notification shall be from LMCH or, if outside normal working hours, from LMCH's authorized Answering Service. LMCH shall authorize rates for after normal working hours, weekends, and statutory holidays if required for part or all of such work, at time of notification. When notification of the emergency comes from LMCH's authorized Answering Service, overtime rates will be automatic for work performed outside normal working hours.

6.2.4 It is anticipated that all work shall be undertaken as prudently as possible ensuring the most cost effective repairs are completed. Any invoicing for labour costs which appear to be excessive, include for two (2) workers where one (1) could safely and effectively have completed the work, travel allowances, labour to secure materials or equipment required and expected to complete the work will be returned for removal of unauthorized charges, review, or verification/explanation.

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 Sale Tax" (HST) tax, 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 LMCH shall provide the Contractor, without charge, with a reasonable number of copies of the Drawings and Specifications as required for the execution of the Work.
- 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 shall be employed as far as practicable. The Contractor shall require 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 thirty (30) 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.

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.

7.6 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
 - .2 caused 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

- 10.2 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. 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 there not a current Certificate on file and prior to final payment under the Contract

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.
- 16.2.1 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.
- 16.3 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.
- 16.4 The Contractor shall not be entitled to receive any further payment until the Work is completed.
- 16.5 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's, 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.

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 Contractor's forces 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.

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.
- 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.

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 (NOT APPLICABLE)

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.

***** END *****

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 Contract (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 5 - 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 *****

PORTFOLIO 2

Type	Building Type	Loc. Code	Address	Units
Adult	High Rise	A10C	349 Wharncliffe Road North	145
Adult	High Rise	A22C	345 Wharncliffe Road North	145
Adult	High Rise	A27C	136 Albert Street	82
Adult	High Rise	A21C	304 Oxford Street West	109
			Total Adult Sites:	481
Senior	High Rise	A13C	170 Kent Street	212
Senior	High Rise	A04C	202 McNay Street	252
Senior	High Rise	A23C	632 Hale Street	146
			Total Senior Sites:	610
Family	Row Housing	A08C	1481 Limberlost Road, Units 1 - 162	160
Family	Row Housing	A17C	160 - 430 Boullee Street	136
Family	Row Housing	A06C	961 - 1183 Huron Street	110
			Total Family Sites:	406
Adult/Senior	Two Storey Walk up	A28C	49 Bella Street, Strathroy	51
Adult/Senior	Single Storey	A33C	249 Ellen Street, Parkhill	10
Adult/Senior	Single Storey	A34C	125 Head Street, Strathroy	25
			Total Adults / Senior Sites – County:	86
Family	Semi Detached	A37C	346 - 360 Penny Lane, Strathroy	8
Family	Semi Detached	A37C	351 - 373 Penny Lane, Strathroy	12
		A37C	Total Family Sites - County:	20
			Total Adult/Senior/Family/County:	1,603

PORTFOLIO 1

Type	Building Type	Loc. Code	Address	Units
Adult	High Rise	A03C	241 Simcoe Street	217
Adult	High Rise	A14C	200 Berkshire Drive	89
Adult	High Rise	A24C	872 William Street	70
Adult	High Rise	A26C	580 Dundas Street	151
Adult	Two-Storey Walk up	A19C	39 Tecumseh Avenue East	38
			Total Adult Sites:	565
Senior	High Rise	A02C	85 Walnut Street	232
Senior	High Rise	A20C	1194 Commissioners Road West	126
Senior	High Rise	A12C	30 Base Line Road West	251
			Total Senior Sites:	609
Family	Row Housing	A07C	931-1225 Southdale Road East	138
Family	Row Housing	A07C	551-605 Millbank Drive	28
			Total Southdale/Millbank	166
Family	Row Housing	A09C	370 Pond Mills Rd., Units 1 - 82	81
Family	Row Housing	A15C	243-345 Marconi Blvd - Townhouses	51
Family	Row Housing	A18C	152 - 218 Marconi Blvd - Semis	34
			Total Marconi Blvd:	85
Family	Row Housing	A01E	Barberry Court	34
Family	Row Housing	A01E	Ivy Court	14
Family	Row Housing	A01E	Vinewood Court	33

Type	Building Type	Loc. Code	Address	Units
Family	Row Housing	A01E	Primrose Court	19
			Total Allan Rush Gardens:	100
			Total Family Sites:	432
Family	Semis	A16C	1487, 1489, 1495, 1497 Perth Ave.	4
Family	Detached	A16C	193 Burnside Drive	1
Family	Detached	A16C	201 Fairway Avenue	1
Family	Semi	A16C	205 Cairn Street	1
Family	Detached	A16C	28 Cornish Street	1
Family	Detached	A16C	240 Atkinson Boulevard	1
Family	Detached	A16C	358 Regal Drive	1
Family	Single House	A31C	25, 45, 94 Court Lane	3
Family	Single House	A31C	120 Tweedsmuir Avenue	1
			Total Scattered Family Sites:	14
Adult/Senior	Two Storey Walk up	A38C	2061 Dorchester Road, Dorchester	16
Adult/Senior	Single Storey	A35C	10 York Street, Newbury	10
Adult/Senior	Two Storey Walk up	A36C	157 Simpson Street, Glencoe	21
			Total Adult/Senior County Sites:	47
Family	Semi Detached	A32C	7 & 9 Tucker Street, Newbury,	2
Family	Semi Detached	A32C	28 & 30 York Street, Newbury,	2
Family	Semi Detached	A32C	23 & 25 Broadway Street, Newbury	2
			Total Family County Sites:	6
			Total Adult/Seniors/Family/County:	1673

***** 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 ****

PART 1 – General	2
1.0 General	2
1.2 Purpose.....	2
1.3 Schedule.....	2
1.4 Reports	2
1.5 Eligibility	2
1.6 Skilled Labour	3
1.7 Notification of Authorities.....	3
1.8 Shop Drawings.....	3
1.9 Warranty	3
PART 2 – Materials	3
2.0 Sprinkler Heads & other Components.....	3
PART 3 – Execution of Work	3
3.0 Work Included.....	3
3.1 General Inspection -	3
3.2 Inspection Standpipe Hose Valves.....	4
3.3 Exposed Sprinkler Hangers.....	4
3.4 Check Sprinkler Heads	4
3.5 Fire Department Connections	4
3.6 Wet Sprinkler System Water Flow Alarm	4
3.7 Wet Sprinkler Supply Waters	4
3.8 Fire Pump Flow Test.....	5
3.9 Replacement Part & Field Services Adjustments.....	5
3.10 Inventory Check	5
PART 4 – Schedule of Work.....	5
4.1 Schedule – General Information.....	5
4.2 Annual Schedule – 2015 – 2018 – As scheduled in consultation with LMCH and no more than 12 months apart at each site.....	5

PART 1 – GENERAL

1.0 GENERAL

1.1 These specifications shall read in conjunction with the following:

- 1.1.1 Section 00711 – General Conditions
- 1.1.2 Section 00880 – Building & Dwelling Index
- 1.1.2 Section 15502 – LMCH Sprinkler System Inspection Report Form
- 1.1.3 Section 16721 – Fire Alarm System – Performance, Material & Equipment

1.2 PURPOSE

1.2.1 The successful Contractor shall carry out preventive maintenance work on all LMCH automatic wet sprinkler systems. The Preventative Maintenance work shall be carried out in accordance with the attach schedule, Ontario Fire Marshall's Act (Fire Code), the Canadian Underwriters' Association and the American Insurance Association Publications.

1.3 SCHEDULE

1.3.1 Unless noted otherwise, the schedule shall be adhered to, and shall be completed in accordance with PART 4, Schedule of Work.

1.4 REPORTS

1.4.1 All reports issued to the London & Middlesex Community Housing shall be prepared using the "LMCH Sprinkler System Inspection Report Form" only. Refer to Section 15502. Reports shall be submitted in duplicate for distribution as follows:

- ❖ Two (2 copies) to London & Middlesex Community Housing
- ❖ Two (2 copies) to the Local Fire Department, Fire Prevention Office

1.4.2 In addition, the buildings "Fire Log Book" shall be completed for each devise tested, inspected, checked or serviced.

1.5 ELIGIBILITY

1.5.1 Contractors submitting tenders shall show evidence of having been continuously active in the fire alarm system business mentioned herein for a period of not less than seven (7) years.

1.6 SKILLED LABOUR

1.6.1 The work in this section shall be executed/performed by a fully qualified and licenced Automatic Sprinkler Contractors and/or his skilled Technicians with current CAN ULC Certification with a minimum of five (5) years' experience in the installation and maintenance of Wet Sprinkler Systems.

1.7 NOTIFICATION OF AUTHORITIES

1.7.1 Before testing any type of alarm, the proper authorities such as the local Fire Department, central monitoring station e.g. **Damar Security Systems** (tel. # 519-663-8274) and Site Representative shall be notified before and at completion of testing.

1.8 SHOP DRAWINGS

1.8.1 The Contractor shall issue to LMCH for review and records, a shop drawing of all Wet Sprinkler replacement components (sprinkler heads, etc.).

1.9 WARRANTY

1.9.1 The Contractor shall issue to LMCH a one (1) year parts and labour warranty for all replacement items.

1.9.2 The warranty shall clearly identify the item(s) replaced, serial # and date of installation.

PART 2 – MATERIALS

2.0 SPRINKLER HEADS & OTHER COMPONENTS

2.1 Unless noted otherwise, sprinkler heads and other sprinkler system components shall be replaced with the same size and type as original heads and or components.

PART 3 – EXECUTION OF WORK

3.0 WORK INCLUDED

3.1 **General Inspection** - The Contractor shall inspect, test and service automatic sprinkler systems and related equipment in all buildings as noted in section 00880 - Building and Dwelling Index. All tests on the sprinkler system shall be made during the course of the maintenance site visit.

- 3.2 **Inspection Standpipe Hose Valves** - Hose valves shall be inspected to ensure that they are tight and that there is no water leakage into the hose. If valves are faulty, notify LMCH.
- 3.3 **Exposed Sprinkler Hangers** - Inspect all visible sprinkler pipe hangers to ensure that they are in good repair. Notify LMCH should corrective action be required.
- 3.4 **Check Sprinkler Heads** – Check sprinkler heads to ensure that they are free from damage, corrosion, grease, paint or whitewash and replace where necessary as a result of such conditions. If heads are damaged, notify LMCH immediately.
- 3.5 **Fire Department Connections** - Remove caps on Fire Department connections and flush, inspect threads for wear, lubricate threads, and then re-secure caps. If connections are faulty, contact LMCH immediately.
- 3.6 **Wet Sprinkler System Water Flow Alarm** – Where a water flow alarm is provided, it shall be tested by opening the most remote inspectors test connection for each system (i.e. usually the highest test connection). This test is conducted to ensure that the sprinkler piping is not obstructed. Confirm that an alarm signal is received within a maximum of five minutes at the fire alarm panel on the correct zone after opening test connection. If an alarm is not initiated within five minutes or properly enunciated, contact LMCH immediately.
 - 3.6.1 Generally an alarm signal will be initiated within one minute. If the alarm takes longer than one minute and less than five minutes, although not required if within five minutes) it may be desirable to check that the flow switch is functioning properly. Contact LMCH to determine if precautionary action is to be taken.
 - 3.6.2 Before conducting this test, ensure that the building occupants have received written notification that an alarm signal will sound. Also notify the Fire Department and/or the central station **Damar Security Systems** monitoring the fire alarm and/or sprinkler system.
- 3.7 **Wet Sprinkler Supply Waters** – Fully open the main drain valve located at the alarm check valve and record the supply side pressure gauge reading. This test is conducted to ensure that there are no obstructions or deterioration of the main water supply. Compare this reading to previous readings to ensure it does not decrease. If the pressure decreased significantly (may drop slightly due to other demands) contact LMCH immediately.

3.7.1 Refer to 3.6.2 above for pre-test requirements

3.8 **Fire Pump Flow Test** – The fire pumps shall be tested to ensure that they can deliver their rated flow. It will be necessary to measure the flow of water from the stand pipe system using a pitot gauge. Pump residual pressures and the equivalent water flow rate (determined from pitot gauge readings) shall be recorded on special graph paper. This water flow rate shall be compared with the manufacturer's specifications for the specific fire pump. There are three main points a pump has to meet:

1. Shut-off pressure
 - 120% rated pressure for horizontal shaft pumps
 - 140% rated pressure for vertical shaft pumps
2. 100% rated head at 100% rated capacity
3. 65% rated head at 150% rated capacity

3.9 **REPLACEMENT PART & FIELD SERVICES ADJUSTMENTS**

3.9.1 Provide and replace, when necessary, renewable rubber gaskets, rubber clapper facing, and renewable valve discs for control valves. Perform field service adjustments for all control and alarm devices. Contractor must meet all requirements under the current fire, building and CAN ULC.

3.10 **INVENTORY CHECK**

3.10.1 During each site visit, the contractor shall verify and ensure that a minimum of six (6) spare sprinkler heads of each type and rating that are presently installed on the site are in a metal cabinet with a sprinkler wrench located in the sprinkler valve/mechanical room.

PART 4 – SCHEDULE OF WORK

4.1 **SCHEDULE – GENERAL INFORMATION**

4.1.1 Unless noted otherwise, the Preventative Maintenance Wet Sprinkler System's program shall be completed/carried out in conjunction with the Preventative Maintenance Fire Alarm program.

4.2 **ANNUAL SCHEDULE – 2019 – 2022 – AS SCHEDULED IN CONSULTATION WITH LMCH AND NO MORE THAN 12 MONTHS APART AT EACH SITE.**

NOTE:

Bi-Monthly and Semi-annual tests shall be conducted on same scheduled date for those months as noted above.

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

		*	**	
		<u>YES</u>	<u>N.A.</u>	<u>NO</u>
1.	<u>GENERAL</u>			
a	Is building occupied?	YES		
b	Is occupancy same as previous inspection?	YES		
c	Are all systems in service?			
d	Are all fire protection systems same as last inspection?			
e	Is building completely sprinklered?			
f	Are all new additions and building changes properly protected?			
g	Is all stock or storage properly below sprinkler piping?			
h	Was property free of fires since last inspection?			
i	Is building properly heated including blind attics & perimeter areas: Are exterior openings protected against cold air entry?			
2.	<u>CONTROL VALVES (See Section 15)</u>			
a	Are all sprinkler system main control valves open?			
b	Are all other valves in proper position?			
c	Are all control valves in good condition?			
d	Are all control valves sealed or supervised?			
3.	<u>WATER SUPPLES (See Section 16)</u>			
a	Was a water flow test made and results satisfactory?			
4.	<u>TANKS, PUMPS, FIRE DEPT. CONNECTIONS</u>			
a	Are fire pumps, gravity tanks, reservoirs and pressure tanks in good condition and properly maintained?			
b	Are fire department connections in satisfactory condition, couplings free, caps in place and check valves tight?			
5.	<u>WET SYSTEMS (See Section 12)</u>			
a	Are cold weather valves open or closed as necessary?			
b	Are anti-freeze systems tested and satisfactory?			
c	Are alarm valves, water flow indicators and retards satisfactory?			
6.	<u>ALARMS</u>			
a	Water motor and gong test satisfactory?			
b	Electric alarm test satisfactory?			
c	Supervisory alarm service test satisfactory?			
d	Valve room low temperature alarm operational?			
7.	<u>SPRINKLERS - PIPING</u>			
a	Are sprinklers in good condition, unobstructed, and corrosion free?			
b	Are all sprinklers less than 50 years old?			

*Not Applicable

** Explain "NO" Answers in Item 12

* **
YES N.A NO

7. **SPRINKLERS – PIPING (Cont'd)**

- c Are extra sprinklers readily available?
 - d Is condition of piping, drain valves, check valves, hangers pressure gauges, open sprinklers, strainers, satisfactory?
 - e Are all sprinklers of proper temperature rating?
8. Wet Systems: QtyMake..... Model
9. Special Systems: QtyType

10. Control Valves	Quantity	Type	Open		Secured		Signs		Conditions
			Yes	No	Yes	No	Yes	No	
City Connection									
Pump Control									
Sectional Control									
System Control									

11. **WATER FLOW (To be witnessed by Site Authority)**

Water Pressure	PSIG	KPa	Water Flow Test Performed? If None Made, Why?		
City Pump			Tested Witnessed by Site Authority _____signature		
Test Pipe Location	Test Pipe Size	Pressure Before	Flow Pressure	Pressure After	Remarks

- 12. Explanation of any "NO" answers.
- 13. Recent changes in building occupancy or fire protection equipment.
- 14. Adjustments or corrections made.
- 15. Desirable improvements.

Original To: London & Middlesex Community Housing	Contract #:
Address: 199 Oxford Street E., Unit 5C5, London ON N5Y 4W5	
Duplicate To: Fire Department	LMCH Site Authority:
Address: Project Address:	
Inspector:	
Inspection Date	

PART 1 – General	2
1.0 General.....	2
1.2 Purpose.....	2
1.3 Schedule.....	2
1.4 Reports	2
1.5 Eligibility.....	2
1.6 Skilled Labour	3
1.7 Notification of Authorities.....	3
1.8 Shop Drawings.....	3
1.9 Warranty	3
1.10 Testing of LMCH Buildings in the County of Middlesex.....	3
1.11 Bi-monthly, Semi-Annual and Annual Tests	3
1.12 Sequence of Work Schedule.....	4
PART 2 – Materials	4
2.0 Detectors, Alarms & other Components	4
PART 3 – Execution of Work	4
3.0 Work includes	4
3.1 Bi-monthly Tests of Sprinkler Systems Electrical Supervisory Signals	5
3.2 Semi-Annual Tests of Sprinkler Systems Electrical Supervisory Signals.....	5
3.3 Annual Test of Fire Alarm Systems.....	5
3.4 Annual Tests of Voice Communication Systems.....	6
3.5 Annual Test of In-suite Smoke Alarms	7
3.6 Annual Test of Family Unit Fire / Smoke Alarms - Separate Price.....	7
3.7 Annual Test of Carbon Monoxide Alarms	7
PART 4 – Schedule of Work.....	8
.....	8
4.1 General Information.....	8

PART 1 – GENERAL

1.0 GENERAL

1.1 These specifications shall read in conjunction with the following:

- 1.1.1 Section 00383 – Work Performance
- 1.1.2 Section 00711 – General Conditions
- 1.1.3 Section 00880 – Building & Dwelling Index
- 1.1.4 Section 15501 – Wet Automatic Sprinkler System
- 1.1.5 Section 15502 – LMCH Sprinkler System Inspection Report Form

1.2 PURPOSE

1.2.1 The successful Contractor shall carry out preventive maintenance work on Fire Alarm Systems. The Preventative Maintenance work shall be carried out on a bi-monthly, semi-annual and annual basis in accordance with the attach schedule, Ontario Fire Marshall's Act (Fire Code).

1.3 SCHEDULE

1.3.1 Unless noted otherwise, the schedule shall be adhered to, and shall be completed in accordance to PART 4, Schedule of Work.

1.4 REPORTS

1.4.1 All reports issued to the London & Middlesex Community Housing shall be prepared using forms approved by the Local Chief Fire Official for the applicable municipality. Reports shall be submitted for distribution as follows:

- ❖ Two (2 copies) to London & Middlesex Community Housing
- ❖ Two (2 copies) to the Local Fire Department, Fire Prevention Office

1.4.2 In addition, the buildings "Fire Log Book" shall be completed for each device tested, inspected, checked or serviced.

1.5 ELIGIBILITY

1.5.1 Contractors submitting tenders shall show evidence of having been continuously active in the fire alarm system business mentioned herein for a period of not less than seven (7) years.

1.6 SKILLED LABOUR

1.6.1 The work in this section shall be executed /performed by a minimum of two (2) fully qualified and certified Fire Alarm technicians with a minimum of five (5) years experience in the installation and maintenance of Fire Alarm and Enunciator Systems.

1.7 NOTIFICATION OF AUTHORITIES

1.7.1 Before conducting and / or testing any type of alarm, the proper authorities such as the local Fire Department, central monitoring station e.g. **Damar Security Systems** (tel. # 519-663-8274) and Site Representative shall be notified before and at completion of testing.

1.8 SHOP DRAWINGS

1.8.1 The Contractor shall issue to LMCH for review and records, a shop drawing of all Fire Alarm replacement components (smoke detectors, etc.).

1.9 WARRANTY

1.9.1 The Contractor shall issue to LMCH a one (1) year parts and labour warranty for all replacement items.

1.9.2 The warranty shall clearly identify the item(s) replaced, serial # and date of installation.

1.10 Testing of LMCH Buildings in the County of Middlesex

1.10.1 The testing of the Fire Alarm system in LMCH buildings located in both the City of London the County of Middlesex shall be undertaken in the same manner. This includes testing of smoke alarms in the attic spaces (County buildings) and detectors in mechanical ductwork, make-up air units, etc. including automatic shut-offs.

1.11 BI-MONTHLY, SEMI-ANNUAL AND ANNUAL TESTS

1.11.1 The contractor shall complete the Bi-monthly, Semi-Annual and Annual Tests as noted in the **Sequence of Work Schedule** (refer to Item # 1.11.2). It is important to note that the Bi-monthly test is included in the Semi-annual test and that the Bi-monthly and Semi-Annual tests are included in the Annual test and prices included as part thereof.

1.11.2 Sequence of Work Schedule

Year / Month	January	March	May	July	September	November
2019 Tests				Bi-monthly Semi-annual	Bi-monthly	Bi-monthly
2020 Tests	Bi-monthly Semi-annual	Bi-monthly	Bi-monthly	Bi-monthly Semi-annual	Bi-monthly	Bi-monthly
2021 Tests	Bi-monthly Semi-annual	Bi-monthly	Bi-monthly	Bi-monthly Semi-annual	Bi-monthly	Bi-monthly
2022 Tests	Bi-monthly Semi-annual	Bi-monthly	Bi-monthly			

NOTE: Annual inspection to be scheduled in consultation with LMCH and no more than 12 months apart at each site.

PART 2 – MATERIALS

2.0 DETECTORS, ALARMS & OTHER COMPONENTS

2.1 Unless noted otherwise, smoke detectors, smoke alarms, heat detectors and other fire alarm system components shall be replaced with the same size and type as original detectors and or components.

PART 3 – EXECUTION OF WORK

3.0 WORK INCLUDED

3.0.1 **General Inspection** - The Contractor shall clean, adjust, balance, regulate and performance test all systems. One hundred percent (100%) of the fire alarm stations, manual code boxes, automatic code transmitters, water flow transmitters, water flow switches, fire hall connections, alarm sounding devices including **suite fire alarm buzzers**, automatic door openers and closers, all component parts of the system that initiates a fire alarm signal, **carbon monoxide detectors**, and **suite smoke alarms** shall be serviced as hereinafter specified.

3.0.2 The fire alarm control, supervisory reset, battery charging, enunciators and auxiliary power and control panels shall be serviced as hereinafter specified.

3.1 Bi-monthly Tests of Sprinkler Systems Electrical Supervisory Signals

3.1.1 Refer to Part 1, Item # 1.11.2 Sequence of Work Schedule and Part 4, Item # 4.2, 2019 to 2022 Schedule for the dates the Bi-monthly testing shall be executed.

3.1.2 The sprinkler systems electrical supervisory signal services including all transmitters and water flow actuated devices shall be tested as described hereinafter.

3.1.2.1 This test is performed by removing the cover, then a wire from the water flow transmitter itself. Upon removing this wire, a trouble signal shall be initiated at the fire alarm panel. Ensure that the correct zone is initiated at the panel. All water flow transmitters are required to be tested.

3.1.2.2 **Important** - Care will have to be taken when removing the wire. Ensure that the wire removed does not touch other wires as this may initiate an alarm (short out alarm circuit).

3.1.2.3 Failure of any portion of this test must be corrected and notify London & Middlesex Community Housing that corrective action is required.

3.2 Semi-Annual Tests of Sprinkler Systems Electrical Supervisory Signals

3.2.1 Refer to Part 1, Item # 1.11.2 Sequence of Work Schedule and Part 4, Item # 4.2, 2019 to 2022 Schedule for the dates the Semi-annual testing shall be executed.

3.2.2 The sprinkler systems electrical supervisory signal devices including gate valve supervisory switches and other sprinkler system supervisory devices shall be tested individually to ensure that a trouble signal is received at the enunciator panel.

3.2.2.1 This test is performed by removing the cover, then a wire from each of the supervisory devices. Upon removing this wire, a trouble signal shall be initiated at the fire alarm panel. Ensure that the correct zone is initiated at the panel.

3.3 Annual Test of Fire Alarm Systems

3.3.1 Refer to Part 1, Item # 1.11.2 Sequence of Work Schedule and Part 4, Item # 4.2, 2019 to 2022 Schedule for the dates the Annual testing shall be executed.

- 3.3.2 This test shall be conducted in accordance with CAN 4-S536-04 "Standard for the Testing, Inspection and Maintenance of Existing Fire Alarm Systems," Section 4 Periodic Testing of Fire Alarms. In summary, the following tests shall be recorded by the contractor on the appropriate charts in the Fire Log Book at each building.
- 3.3.3 The fire alarm system shall be operated under general alarm conditions. First stage alarms signals shall be verified during tests b) to g). Each general alarm initiating circuit shall be tested subsequently.
- 3.3.4 A minimum of six manual alarm initiating devices most remote from the standby power supply shall be actuated individually with the main power supply disconnected.
- 3.3.5 Each manual alarm initiating devices on all floors, including the sub-grade areas, shall be activated on the main power supply.
- 3.3.6 Operation of every audible including suite fire alarm buzzers and visual signal appliance shall be ensured during the testing of alarm initiating devices.
- 3.3.7 Each automatic alarm initiating device shall be tested for its intended function in accordance with the manufacturer's instructions. **In-suite** devices will require access to units for testing. The Contractor shall advise LMCH 72 hours prior to the test. LMCH will issue 24 Hour Notices to Tenants based on the attached Schedule of Work. The contractor will be responsible for supplying Personnel to be "The Key Holder", gaining access to each unit. No LMCH escorts will be available.
- 3.3.8 Each alarm signalling including suite fire alarm buzzers and alarm initiating circuit and enunciator shall be checked for electrical supervision and trouble indication by removing a wire on the last device on each circuit and a wire from each circuit at enunciator panels.
- 3.3.9 Correct enunciation shall be ensured for each initiating device tested.
- 3.3.10 The fire alarm system control unit shall be visually checked to ensure that the control unit has not been altered other than by components with identical specifications, alternative equipment designated by the manufacturer or components approved by the Authorities having jurisdiction.
- 3.4 **Annual Tests of Voice Communication Systems**

- 3.4.1 The contractor shall complete the following tests annually as per Part 1, Item # 1.11.2 Sequence of Work Schedule and Part 4, Item # 4.2, 2019 to 2022 Schedule. The voice communication systems shall be tested in accordance with CAN/ULC and all other related and applicable legislated requirements.
- 3.4.2 All firemen's telephones not tested since the time of the last Annual Test shall be tested to confirm voice communication to and from the control facility.
- 3.4.3 Loud speakers operated from the central alarm and control facility shall be tested as required for fire alarm audible signalling appliances.

3.5 Annual Test of In-suite Smoke Alarms/Carbon Monoxide Detectors

- 3.5.1 The contractor shall test each in-suite smoke alarm unit using approved means of activating each device to ensure it responds to the presence of smoke and / or products of combustion. At the time of testing the contractor shall install new backup batteries (supplied by London & Middlesex Community Housing for each device.
- 3.5.2 In-suite smoke alarms are 120V hard wired and independent of the main Fire Alarm System. Some units may be interconnected to a strobe light or speaker / audible device which must also be tested.

3.6 Annual Test of Family Unit Fire/Smoke Alarms/Carbon Monoxide Detectors (date TBD) – Separate Price – to be indicated on Bid Form

- 3.6.1 The contractor shall test each in-unit smoke alarm system throughout the Family Site Portfolio, using approved means of activation for each device to ensure it responds to the presence of smoke and/or products of combustion as per Fire Code and local authorities having jurisdiction. Where devices within a single unit are interconnected each device shall be tested to confirm that all devices alarm regardless of the location of the activation source. Access to the units shall be coordinated with the Property Services Manager for each location to ensure that a minimum of 24 hours advance written notice to the tenant is maintained. At the time of testing the contractor shall install new backup batteries (supplied by London & Middlesex Community Housing) for each device. Addresses and number of dwelling units for each site can be found in Section 00880 – Building & Dwelling Index. Each unit includes a minimum of three alarms, one per level. One of these devices must be a combination smoke and carbon monoxide alarm located on the level of the sleeping area in order to meet fire code requirements for carbon monoxide alarms.

- 3.6.2 Throughout the testing process the contractor shall maintain appropriate written records capturing for each dwelling unit the following information:
- Unit address and unit number
 - Type and number of device tested
 - Outcome of the test
 - Date of the test
 - Quantity of batteries installed
 - Year of installation or year of expiry according to manufacturer's recommendations.

At the conclusion of the testing process the contractor shall supply to London & Middlesex Community Housing a true copy of all test records as well as a listing of the locations and scope of required repairs.

3.7 Annual Test of Carbon Monoxide Alarms

- 3.7.1 Test and inspect all apartment suites that share a common wall or floor / ceiling assembly with a service room containing a fuel burning appliance. The carbon monoxide (CO) alarm must be installed adjacent to each sleeping area within the suite. All service rooms containing a fuel burning appliance must have a carbon monoxide (CO) alarm installed in the service room.

Report any deficiencies on Inspection Reports.

PART 4 – SCHEDULE OF WORK

4.1 General Information

- 4.1.1 Unless noted otherwise, the Preventative Maintenance Fire Alarm program shall be completed / carried out in conjunction with the Wet Sprinkler System's Preventative Maintenance program according to CAN ULC /manufacturer's and all other related and applicable legislated requirements. Refer to page 7 of 8 and page 8 of 8 for details on the schedule.
- 4.2 **Annual Schedule - 2019-2022 – as scheduled in consultation with LMCH and no more than 12 months apart at each site.**

NOTE:

Bi-Monthly and Semi-annual tests shall be conducted on same scheduled date for those months as noted above.

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