



1299 Oxford Street East, Unit 5C5, London, Ontario, N5Y 4W5
T: 519.434.2765 | F: 519.679.7000 | www.lmch.ca

GENERAL TERMS AND CONDITIONS

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Contents: General Terms & Conditions

<u>Part 1 – General Requirements</u>	<u>6</u>
1.1 Definitions, Precedence Of Documents & Interpretation	6
1.2 Performance Security	12
1.3 Agreement / Contract Period / Hours of Work	13
<u>Part 2 – Governing Regulations</u>	<u>13</u>
2.1 Law, Notices, Permits & Fees	13
<u>Part 3 – Procedural Requirements</u>	<u>14</u>
3.0 Award Letter, Purchase Order & work Order Contracts	14
3.1 Site Meetings	14
3.2 Commencement Of Work	14
3.3 Completion Date or BRD (Building Ready Date)	15
3.4 Co-operation	15
3.5 Superintendent	15
3.6 Use Of Site Facilities	15
3.7 Interference	16
3.8 Protection of Work and Property	17
3.9 Clean-Up	17
3.10 Underground & Concealed Services	18
3.11 Powder Actuated Fastening Tools	18
3.12 Fire Protection	18
3.13 Cutting & Patching	18
3.14 Minimum Truck Haul Rates	19
3.15 Site	19
3.16 Examination of the Work (Site Inspections)	20
3.17 Loss or Damage to Material or Equipment	21
3.18 Emergency	21
<u>Part 4 – Adherence To Drawings & Specifications</u>	<u>21</u>

LMCH
General Terms & Conditions

4.1	Materials & Workmanship – Acceptability.....	21
4.2	Deviations	22
4.3	Changes In Work	23
4.4	Samples Of Materials, Testing Of Materials	23
4.5	Performance Tests.....	24
4.6	Record Drawings and Specifications on the Work.....	24
4.7	Toxic & Hazardous Substances	24
4.8	Shop Drawings.....	25
<u>Part 5 – Sub-Contractors</u>		<u>26</u>
<u>Part 6 – Application for Payment</u>		<u>27</u>
6.1	Payment & Holdbacks.....	27
6.2	Reserved.....	28
6.3	Taxes	28
6.4	No Additional Payment For Increased Costs	29
<u>Part 7 – Contract Documents.....</u>		<u>29</u>
7.1	Intent of the Document.....	29
7.2	Detailed Drawings and Additional Instructions.....	30
7.3	Copies Furnished	30
7.4	Labour & Progress Schedule	30
7.5	Contractors Responsibility	32
7.6	Relationship of Contractor and Sub-contractors	33
7.7	Performance evaluation	33
<u>Part 8 – Insurance.....</u>		<u>33</u>
<u>Part 9 – Indemnification Claims</u>		<u>33</u>
<u>Part 10 – Workplace Safety & Insurance Board (WSIB)</u>		<u>34</u>
<u>Part 11 – Assignment of Contract or proceeds of Contract</u>		<u>35</u>
<u>Part 12 – Taking the Work Out of the Contractor’s Hands</u>		<u>35</u>
<u>Part 13 – Delays.....</u>		<u>36</u>
<u>Part 14 – LMCH’s Right to do Work.....</u>		<u>36</u>

LMCH
General Terms & Conditions

<u>Part 15 – LMCH’s Right to Terminate the Contract</u>	<u>37</u>
<u>Part 16 – LMCH’s Right to Suspend the Work</u>	<u>38</u>
<u>Part 17 – Access to the Work</u>	<u>38</u>
<u>Part 18 – Settlement of Disputes</u>	<u>38</u>
<u>Part 19 – Project records</u>	<u>39</u>
<u>Part 20 – Residential Tenancies Act (RTA)</u>	<u>40</u>
<u>Part 21 – Ontario Labour Conditions, Construction Lien Claims</u>	<u>40</u>
<u>Part 22 – Certificate of Substantial Performance</u>	<u>40</u>
<u>Part 23 – Certificate of Total Completion</u>	<u>43</u>
<u>Part 24 – Warranties</u>	<u>44</u>
<u>Part 25 – Cash Allowance</u>	<u>45</u>
<u>Part 26 – Remedy For Delay</u>	<u>45</u>
<u>Part 27 – Correction After Completion</u>	<u>46</u>
<u>Part 28 – Requirements on LMCH Property</u>	<u>46</u>

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 are defined 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 by the Contract. 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 for more details.
- 1.1.2 "Approved Equal" means products submitted and approved by LMCH or LMCH's Designee prior to their installation in place of a product originally specified in the contract. Any product substitution that is not expressly approved by LMCH or its designee prior to installation is not an approved equal and the Contractor is proceeding at its own risk by employing the use of same without the said express approval.
- 1.1.3 "Authority" means Inspection Authority delegated by the Chief Executive Officer to represent LMCH on the job site during the Contract period.
- 1.1.4 "Building Code" means the latest edition of the Ontario Building Code.
- 1.1.5 "Base Bid Price" means the lump sum price quoted on the Tender Submission Form, inclusive of value added taxes, which is based on the specified products, methods and execution, and does not include any other price.
- 1.1.6 "Bid Document" mean the tender issued by LMCH for the work and any addendum thereto.
- 1.1.7 "Tender Form and/or Bid Form" means the Bid of the Contractor submitted in response to the Bid/Tender Documents.
- 1.1.8 "BRD (Building Ready Date)" The BRD date is the last date by which the work must be completed. A failure to abide by the BRD date absent express consent

from LMCH or its designee in exceptional circumstances constitutes a default of the Contract.

- 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 "Chief Executive Officer" means representative of LMCH having jurisdiction over construction maintenance interpretation associated with any part of the work.
- 1.1.11 "Contractor" or a pronoun in place thereof means the person or persons or corporation who have undertaken to carry out the work, pursuant to the Contract Documents.
- 1.1.12 "Other Contractor" means any person, firm or corporation employed by or having a contract directly or indirectly with LMCH otherwise than through the Contract Documents.
- 1.1.13 "Sub-Contractor" includes any person, firm or corporation having a contract with the Contractor for the execution of a part of or parts of the work included in the contract documents. Any person, firm or corporation furnishing material called for in the contract documents and worked to a special design according to the contract documents but does not include one who merely furnishes materials not so worked may also be considered a Sub Contractor.
- 1.1.14 "Contract" means the contract documents which govern the relationship between the Contractor and LMCH supplied by LMCH, as set out in 1.1.43 below
- 1.1.15 "Controlled" has the same meaning as in subsection 1(5) of the Ontario Business Corporation Act.
- 1.1.16 "Completion" has the same meaning as section 2(3) of the Construction Act, RSO 1990, c C.30, as amended, in that the 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) \$5,000.
- 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 a safety issue, health hazard and/or severe financial loss is/are at stake. This work must be started within two (2) hours of verbal or written issuance of the Work Order (when applicable) and continue until the emergency conditions have been rectified. 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 significant amounts of money are expended given the conditions of the particular emergency.
- 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 Contract (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 or written 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 Contract of which the "work" may be the whole or part.
- 1.1.26 "Provide" means supply and install.
- 1.1.27 "Samples" mean physical examples furnished by the Contractor to illustrate materials, equipment, quality of performance, or component parts to establish minimum standards for Work. Samples include models and templates.
- 1.1.28 "Schedules" mean materials, finishes and equipment schedules with supplementary details, notes and lists contained within or appended to Drawings and/or Specifications.
- 1.1.29 "Site" means the area defined on the drawings or in the specifications as the location of the Work.
- 1.1.30 "Specifications" mean the specifications for this project, as described in Article A-1.
- 1.1.31 "Substantial Performance" means the work shall be deemed substantially performed in accordance with the *Construction Act, RSO 1990, c C 30, as amended*, when the work is:
- (a) when the improvement to be made under that contract or a substantial part thereof is certified as ready for use or is being used for the purposes intended by LMCH or its designee; and
 - (b) when the improvement to be made under that contract is capable of completion or, where there is a known defect, correction, at a cost of not more than,
 - (i) 3 percent of the first \$1,000,000 of the contract price,
 - (ii) 2 percent of the next \$1,000,000 of the contract price, and
 - (iii) 1 percent of the balance of the contract price.

Substantial performance for the purpose of this contract is further described in section 40 of the General Conditions.

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

- 1.1.33 "Tender" means any bid, tender or proposal submitted by a bidder pursuant to the Instructions to Bidders document;
- 1.1.34 "Total Completion" means this Contract has been deemed totally completed and services or materials have been 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) \$1,000.00.
- 1.1.35 "Tradesmen" means fully qualified personnel in their respective trades and personnel in possession of a certificate of qualification or an apprenticeship card, issued by the Province of Ontario, which shall be provided for inspection to representatives of LMCH upon request.
- 1.1.36 "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.
- 1.1.37 "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.
- 1.1.38 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.
- 1.1.39 Whenever the terms or initials "Community Housing", "Local Community Housing", or "LCH" or a specifically named community housing development is/are used in the Contract, they shall mean the local housing corporation for the purposes stated in the Contract.
- 1.1.40 Whenever the words "shall" or "will" are used in the contract, they have the meanings attributed to them in the *Interpretation Act* of Ontario.

- 1.1.41 Whenever words or terms of art which have well known technical or trade meanings are used in the Contract, they are used in accordance with such recognized meanings.

- 1.1.42 The documents forming the Contract are complementary, and what is required by any one shall be as binding as if required by all.
- 1.1.43 The following documents all form part of the Contract:
- Instruction to Bidders;
 - Supplementary Instruction to Bidders;
 - General Conditions;
 - Tender Submission Form (Tender Form/Bid Form);
 - Contractor Compliance Statement;
 - Specifications with Appendices and Addenda;
 - Schedules;
 - Drawings;
 - Award Letter; and,
 - Purchase Order / Work Order Contract.
- 1.1.44 In the event of conflict between documents, the following priorities shall apply:
- 1) Documents of later date and or revision shall govern;
 - 2) When applicable, supplementary conditions shall govern over general conditions;
 - 3) General conditions shall govern over specifications;
 - 4) Specifications shall govern over drawings;
 - 5) Figured dimensions shown on the drawings shall govern even though they may differ from scaled dimensions;
 - 6) Drawings of larger scale shall govern over those of smaller scale of the same date.
- 1.1.45 If at any time before the work has been completed any question arises as to whether anything has been completed in accordance with the requirements of the Contract, or concerning whether the Contractor is contractually required to complete anything, without limiting the generality of the foregoing, as to:
- 1) The meaning of anything in the Drawings and Specifications;
 - 2) 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;
- 3) Whether the quality or quantity of any material or work meets the requirements of the contract;
- 4) 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;

- 5) What work or quantity of any kind has been completed by the Contractor; or
- 6) The timing and scheduling of the execution of the work,

The question shall ultimately be determined by LMCH and/or its designee.

1.2 Performance Security

- 1.2.1 The Contractor shall provide, at the Contractor's cost, performance security in favour of LMCH in order to secure the due and faithful performance of the Contract, which shall be as follows:

1.2.1.1 A Performance Bond issued by a surety company acceptable to LMCH and in LMCH's approved form, which is attached hereto and shall be in an amount equal to 50% of the Contract Price;

1.2.1.2 If the Contract price is less than \$1,000,000.00, the following alternate forms of security are acceptable in lieu of such Performance Bond:

- (i) an irrevocable letter of credit, bank draft, certified cheque, or money order;
- (ii) bearer or negotiable bonds of Canada, the Province of Ontario, or the Ontario Hydro Electric Power Commission (Bonds to be assessed at market not face value); or
- (iii) such other collateral, excluding a letter of guarantee, as may be acceptable to LMCH.

In each case, the alternate forms of security shall be equivalent to 20% of the Contract Price for contracts having Contract Price between \$100,001 and \$1,000,000, and 10% of the Contract Price for contracts having a Contract Price of \$100,000 or less.

- 1.2.2 If the Contractor fails to meet the requirements of this section within seven (7) business days of receipt of the award letter, then LMCH, at its sole option, may

- terminate the Contract and apply the bid security against any damages sustained resultant from the termination of the Contract.
- 1.2.3 If the security is in the form of a Performance Bond, the document shall be retained by LMCH for a period of two (2) years from the date on which the last

payment under the Contract falls due, after which it will be returned to the Contractor at the Contractor's request.

If alternate security is provided pursuant to this section it will be returned to the Contractor ninety (90) days after completion of the work and the correction of all deficiencies. If deficiencies involve seasonal work that must be postponed, the security shall be reduced to an amount equal to the value of the work that outstanding and the balance of the security returned to the Contractor ninety (90) days after all other work is completed.

1.3 Agreement / Contract Period / Hours of Work

1.3.1 All work under this tender must be completed as outlined in the Bid Form.

1.3.2 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.

Part 2 – Governing Regulations

2.1 Law, Notices, Permits & Fees

2.1.1 The by-laws, ordinances, 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 concerning the preservation of the public health and construction safety, which are in or come into force during the performance of the work.

2.1.4 The Contractor shall not be responsible for verifying that the documents forming any part of the Contract are in compliance with the applicable laws,

ordinances, rules, regulations and codes relating to the work. If any part of the Contract does not to comply with the above or changes that require modification to the Contract are made to any of the laws, ordinances, rules, regulations and codes 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 should any concern regarding the Contract's compliance and conformity with the above arise.
- 2.1.5 If the Contractor fails to notify LMCH in writing and obtain its direction as required in subsection 2.1.4 and performs any work knowing it to be contrary to any laws, by-laws, ordinances, rules, regulations, codes and orders of any authority having jurisdiction. The Contractor shall be responsible for, and shall correct any violations thereof and shall bear all costs, expense and damages attributable to the Contractor's failure to comply with the provisions of such laws, by-laws, ordinances, rules, regulations, codes and orders.

Part 3 – Procedural Requirements

3.0 Award Letter, Purchase Order & Work Order Contracts

- 3.0.1 LMCH shall issue a letter of award indicating acceptance of the tender and award of the Contract to the Contractor along with a purchase order and/or work order contract. These documents will specify the date of commencement and the BRD (building ready date or completion date) of the work, contract number (as applicable) and the contract price for the work.

3.1 Site Meetings

- 3.1.1 After the execution of the Contract, and in consultation with LMCH and or its designee, the Contractor shall arrange site meetings at regular intervals; notify all concerned parties of the date, time and requirement to attend same; and record and issue minutes, in order to ensure proper co-ordination of the work.

3.2 Commencement Of Work

- 3.2.1 Upon receipt of the purchase order, the contractor shall immediately contact LMCH or its designee to arrange prompt commencement of the work and thereafter the Contractor shall continue to carry out work in a diligent, professional manner to completion. The work shall be completed and full

possession thereof given to LMCH within the period specified in the progress schedule, unless an extension of the time is expressly granted in writing by the LMCH designee. In the case of an extension, the work 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 herein. A failure to do so absent LMCH or its designee's express written consent will result in the Contractor being noted in default and/or breach of the Contract. LMCH reserves the right to take any steps required to complete the work, including granting an extension or retendering the work.

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 executed with minimal inconvenience to all parties, and shall report in writing any difficulties encountered with same.

3.5 Superintendent

- 3.5.1 The Contractor shall provide skilful and efficient superintendence to the work. The Contractor shall provide a competent superintendent to attend at the worksite daily until completion of the work and any necessary assistants, all at the approval of LMCH and or its designee.
- 3.5.2 The Contractor shall, remove any superintendent upon the written request of LMCH or its designee who, in the opinion of LMCH or designee is incompetent or has been performing his/her duties improperly, and shall forthwith designate another superintendent who is acceptable to LMCH or its designee. The Contractor shall not substitute a superintendent without the written consent of LMCH or designee.
- 3.5.3 The superintendent shall represent and be in full charge of the operation of the Contractor in the performance of the work and be authorized to accept any notice, consent, order, decision or other communication on behalf of the Contractor. For greater clarity, any communication provided to the superintendent is deemed to have been provided to the Contractor and a failure of the Contractor's superintendent to provide the said communication to the Contractor shall not be construed as a failure to provide any such communication to the Contractor.

3.6 Use Of Site Facilities

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

- 3.6.2 LMCH will not provide storage for the Contractor's tools. The Contractor is responsible for ensuring that the worksite is secure, including securing any equipment, machines, or materials. LMCH shall not be held liable for any theft or damage to any of the items referred to in 3.6.1 or any personal injuries on account of the Contractor's failure to properly secure the worksite.
- 3.6.3 The Contractor and the Contractor's personnel may use the existing sanitary services, where provided, but if not available at the site, the Contractor shall provide such services at the Contractor's expense.
- 3.6.4 LMCH will permit the Contractor to make use of the water at all LMCH sites and hydro facilities at all apartment building sites. Where the Contractor uses LMCH utilities, the Contractor shall:
- 3.6.4.1 Make all necessary temporary connections:
- (i) at the Contractor's expense;
 - (ii) in accordance with all applicable laws, by-laws, ordinances, rules, regulations, codes and orders; and
 - (iii) under the directions of LMCH.
- 3.6.4.2 Remove all such temporary connections upon the completion of the work and make good all finishes and services to the satisfaction of LMCH.
- 3.6.5 The Contractor shall assume all liability for and be responsible for loss of or damage to the Contractor's materials or equipment and for any materials delivered to the Contractor from whatever source to the worksite.
- 3.7 Interference
- 3.7.1 The Contractor shall maintain normal building operation and traffic flow, with minimal inconvenience to the residents of the project.
- 3.7.2 The Contractor shall ensure that no essential services such as electric power and domestic hot water supply are interrupted for more than one (1) continuous hour, and no longer than three (3) consecutive hours for the heating

system during the heating season except with the prior written permission of LMCH. In the event of an inadvertent interruption to the aforementioned services, the Contractor shall immediately contact LMCH and/or its designee,

advise of the issue, and take any steps as directed by either LMCH or its designee to correct the problem.

- 3.7.3 The Contractor shall in every case where an interruption of service is to occur, make prior arrangements with LMCH and, if so directed, post advance notices of same for the convenience of the tenants.

3.8 Protection of Work and Property

- 3.8.1 Until the owner accepts the Work, the Contractor shall:

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

3.8.1.2 Protect existing buildings, walls, floors, ceilings, furnishings, equipment, plant materials, lawns and other areas affected by the work from any damages resulting from performing work on this Contract.

3.8.1.3 Protect and be responsible for all new finished and unfinished work which is exposed and susceptible to vandalism or theft.

3.9 Clean-Up

- 3.9.1 At the end of each day's work, the Contractor shall remove:

3.9.1.1 All debris and hazardous impediments from work areas and the site.

3.9.1.2 All equipment and material which is not to be re-used for the work from the site unless stated otherwise in the Contract.

- 3.9.2 Any loss or injury that results from a failure to clean up and secure the worksite at the end of each day's work in accordance with the above shall be made good at the Contractor's expense.

3.10 Underground & Concealed Services

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

3.11 Powder Actuated Fastening Tools

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

3.12 Fire Protection

- 3.12.1 The Contractor shall take all necessary precautions during the performance of the work to prevent the possibility of fire, including the use of fire resistant sheets to protect adjoining areas when welding, brazing and performing any operations with an open flame, combustible adhesives or flammable solvents.
- 3.12.2 The Contractor shall at all times, when welding, brazing and performing any operations with an open flame, combustible adhesives or flammable 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 flammable materials are stored in an approved metal container and are removed from the site at the end of each day.

3.13 Cutting & Patching

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

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.

3.15 Site

3.15.1 All work, except the construction and maintenance of access roads, walks and services and that part of the work which is necessarily performed away or off the worksite, shall be confined to the established limits of the worksite.

3.15.2 Temporary buildings, roads, walks, drainage facilities and services shall be located in areas approved by the LMCH designee, and maintained in a clean and orderly manner. All plant, equipment and materials, shall be located and/or stored after consultation with and direction from the LMCH designee.

3.15.3 The Contractor shall confine any apparatus, the storage of material and the operations of the workers used in or for the project, to limits indicated by laws, ordinances, permits and/or by direction of the LMCH designee. The

Contractor shall not unreasonably encumber the worksite with plant, equipment or materials.

- 3.15.4 The Contractor shall not load or permit to be loaded any part of the work with a weight that will endanger the safety of any persons or that of any equipment, structure or item on the worksite.
- 3.15.5 No signs or advertisements other than those approved of or arranged for by the LMCH designee shall be erected on or near the worksite, and any unauthorized sign, no matter by whom erected, shall be removed by the Contractor.
- 3.15.6 The Contractor shall at all times keep the worksite free from accumulations of waste material and debris. At the total completion of the work, the Contractor shall remove all debris, tools, equipment and surplus materials from the worksite and shall leave the worksite clean and suitable for occupancy unless more exactly specified.
- 3.16 Examination of the Work (Site Inspections)
- 3.16.1 LMCH and/or the LMCH designee and any other authorities having jurisdiction shall be entitled to inspect the work at any time and the Contractor shall provide access to the work with proper facilities for such inspection.
- 3.16.2 When testing or approval of the work is required in accordance with the contract specifications, laws or the ordinances of any public authority, the Contractor shall give the LMCH designee and any authorities involved, reasonable notice (with a minimum of twenty-four (24) hours' notice) of the work's readiness for inspection and shall arrange the date and time for the inspection. The LMCH Designee will inspect the Work promptly upon receipt of such notification. The Contractor shall not cause the work to be covered prior to the completion of the said inspection.
- 3.16.3 When any part of the Work is covered up, without the LMCH designee's approval or consent, the Contractor shall uncover such portion of the work at the Contractor's expense if so instructed by the LMCH designee, and following examination of the Work, the Contractor shall reinstate the

- examined area at the Contractor's expense. If upon examination by the LMCH designee, the uncovered portion of the work fails to comply with the Contract, the Contractor shall pay all costs associated with testing, correcting, re-examining and reinstating that portion of the Work.
- 3.16.4. The Contractor shall promptly remove any defective part of the work rejected by the LMCH designee for not conforming with the Contract. At the Contractor's sole expense, the Contractor will promptly reinstate the work in accordance with the Contract and shall pay the cost of making good any other Contractor's work destroyed or damaged by the reinstatement.
- 3.16.5 LMCH may deduct from the contract price the difference in value between the defective work and that called for by the Contract if, in the opinion of the LMCH designee, it is not expedient for the Contractor to correct the defective work. The LMCH designee shall determine the amount of such deduction.
- 3.17 Loss or Damage to Material or Equipment
- 3.17.1 The Contractor shall be solely responsible for loss or damage to the Contractor's materials or equipment and for any materials delivered to the Contractor from whatever source to the site. LMCH takes no responsibility for the Contractor's materials or equipment. The Contractor is responsible for securing its materials and equipment to protect same from loss or damage.
- 3.18 Emergency
- 3.18.1 In any emergency, the Contractor shall stop the work, and make changes or order extra work to ensure the safety or protection of the work and/or neighbouring properties. The cost of the stoppages, changes or extra work will be determined by LMCH or its designee where appropriate.

Part 4 – Adherence To Drawings & Specifications

4.1 Materials & Workmanship – Acceptability

- 4.1.1 The Contractor shall ensure that all materials, products, equipment and systems are new and listed in the Canadian Construction Materials Centre for Evaluation Listing or Evaluation Reports. Re-used, refurbished and/or recycled materials shall only be used where specified herein. The Contractor shall give preference to materials, products and equipment of Canadian origin and manufacture, so that materials, plant and equipment supplied for the work shall have the maximum possible Canadian content.
- 4.1.2 Materials, plant and equipment where described and named in the specifications are done so in order to establish the requisite types and quantities. Wherever the words “or approved equal” occur they shall refer to the request for substitute procedures herein described. For greater clarity, any substitution must be approved by LMCH and/or its designee prior to use.
- 4.1.3 Where the material is specified to be re-useable, refurbished and/or recycled, LMCH or its designee may approve the substitution where the specified material is not available when required, and LMCH or its 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. The Contractor may not make any such substitutions without first obtaining approval from LMCH or its designee.
- 4.1.5 All such requests for substitution shall be made in writing by the Contractor to LMCH or its designee at least sixty 60 days prior to the date by which material, plant or equipment must be ordered. LMCH or its designee may consider requests made on shorter notice in extraordinary circumstances, but maintain reserve the right to deny requests made outside the prescribed sixty (60) days.
- 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, non-conforming work and replace it at the Contractor's expense to the satisfaction of LMCH and its designee.

4.1.8 If in the opinion of LMCH or its designee, the Contractor does not correct defective work expediently or take sufficient steps to bring non-conforming work into compliance with the Contract, LMCH or its designee may deduct the difference in value between the work completed and that called for by the contract from the contract price. The amount of same shall be determined by LMCH or its designee.

4.2 Deviations

4.2.1 The Contractor shall not make any deviations from the drawings and specifications contained in the Contract without prior written permission from LMCH or its designee. The Contractor shall correct any unauthorized deviations at the Contractor's expense.

4.3 Changes In Work

4.3.1 LMCH or its designee may, at any time before the issuance of the Certificate of Substantial Performance and without invalidating the Contract, order changes by altering, adding to, deducting or altering the work, with the contract and the completion date being adjusted accordingly. Any such changes will be memorialized in advance via Change Order.

4.3.2 Additional work shall not be completed nor other changes be made to the Contract without receiving prior written authority in the form of a Change Order from LMCH or its designee.

4.3.3 The progress schedule may accordingly be extended or reduced by LMCH or Designee as a result of changes to the contract captured in a Change Order.

4.3.4 Valuation of Changes in Work

4.3.4.1 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:

- By estimate and acceptance in a lump sum;
- By unit prices; and/or,
- By cost and percentage or by cost and a fixed fee.

4.3.5 In cases of an addition to the work to be paid for pursuant to clause 4.3.4.1, the Contractor shall keep and present to LMCH in such form as LMCH may direct a correct account setting out overhead, profit and the net cost of labour and materials, together with the corresponding vouchers. LMCH shall certify the amount including a total sum for overhead and profit not to exceed 15% of the net cost of labour and materials.

4.4 Samples Of Materials, Testing Of Materials

4.4.1 Wherever specified in the technical sections of the Contract, 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, tests and designs.

4.4.2 The Contractor shall pay all costs for such samples and tests as required under the Contract. If not specified, the cost of such samples and tests shall be reviewed and authorized by LMCH or its designee as an addition to the contract price.

4.4.3 Any inspections or testing required by LMCH as a result of the defects which were revealed by inspections or testing carried out in the course of the Contract shall be carried out at the Contractor's expense.

4.5 Performance Tests

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

4.6 Record Drawings and Specifications on the Work

4.6.1 The Contractor shall keep one copy of all drawings, specifications, addenda, Change Orders, field test reports, work schedule, manufacturers' instructions, approved samples and reviewed shop drawings on site, in good condition, and available to LMCH and its designee or other representative(s) named by the LMCH Designee at all times.

4.6.1.1 When specified, the Contractor shall obtain one set of erasable Mylar sepias at its expense.

4.6.1.2 As the job progresses, the Contractor shall mark the prints accurately to indicate all deviations from the contract drawings.

4.6.1.3 The Contractor shall have all white prints available for inspection at the site at all times.

4.7 Toxic & Hazardous Substances

4.7.1 Prior to the Contractor commencing the work, LMCH shall take all reasonable steps to establish whether any toxic or hazardous substances are present at the

worksite.

- 4.7.1.1 LMCH provide the Contractor with written a report indicating all toxic or hazardous substances following the undertaking the review prescribed in 4.8.1.

4.7.2 If the Contractor encounters toxic or hazardous substances at the Place of the Work, or has reasonable grounds to believe that toxic or hazardous substances are present at the place of the work, the Contractor shall take all reasonable steps, including stopping the work, to ensure that no person suffers injury, sickness or death and that no property is injured or destroyed as a result of exposure to the presence of the substances, and immediately report the circumstance to LMCH in writing.

4.8 Shop Drawings

4.8.1 Shop drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, products, and other data, which the Contractor provides to LMCH or its designee to illustrate details of a portion of the Work.

4.8.2 The Contractor shall provide shop drawings as described in the Contract or as indicated by LMCH and/or its designee.

4.8.3 The Contractor shall review all shop drawings prior to submission to LMCH or its designee, to determine and verify all field measurements and construction conditions. The Contractor shall review product requirements, including, but not limited to catalogue numbers and similar data, and coordinate same with the requirements of the work. The Contractor shall also provide a stamp date and sign all shop drawings. At the time of submission, the Contractor shall notify LMCH in writing of any deviations in the shop drawings from the requirements of the Contract.

4.8.4 The Contractor shall submit shop drawings to LMCH or its designee with reasonable promptness and in orderly sequence from the date of the award of the Contract for review, or immediately if critical, so as not to cause any delay of the work or the work of other Contractors. The Contractor and LMCH or its designee shall jointly prepare a schedule of dates for submission and return of shop drawings. Any shop drawings that require approval of any legally constituted authority having jurisdiction shall be submitted to such authority by the Contractor for approval.

4.8.5 The Contractor shall submit shop drawings in the form specified or as directed by LMCH and/or its designee. LMCH and/or its designee will review and return

shop drawings in accordance with the schedule agreed upon or otherwise with reasonable promptness so as not to cause delay. LMCH and/or its designee shall review the shop drawings for the purpose of conformity to design concept and for general arrangement only. Neither LMCH nor its designee's review of the shop drawings shall not relieve the Contractor of responsibilities for errors

- and omissions in the shop drawings or for meeting all the requirements of the Contract unless LMCH or its designee expressly notes the acceptance of a deviation on the shop drawings.
- 4.8.6 The Contractor shall revise and resubmit shop drawings that LMCH or its Designee rejects as being inconsistent with the Contract. The Contractor shall notify LMCH and/or its designee in writing of any revisions to the resubmission other than those required by the designee.

Part 5 – Sub-Contractors

- 5.1 The Contractor shall provide a complete and final list of the names and addresses of the sub-contractors whom the Contractor will use for the work to LMCH. The Contractor shall not change a sub-contractor that has been named as outlined in the Tender Form without written consent of LMCH or its designee.
- 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 associated with the required change shall be borne by LMCH.
- 5.3 The Contractor shall incorporate all the terms and conditions of the contract necessary to perform 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. The Contractor's receipt of draws for the project from LMCH and certified by its designee is in no way connected to the Contractor's contractual obligations with third parties, including sub-contractors and suppliers. The Contractor is expected to pay all third parties involved in the work by the Contractor promptly.
- 5.4 The Contractor shall be fully responsible to LMCH for acts and omissions of sub-contractors and suppliers, as well as persons directly or indirectly employed by them. The Contractor is also fully responsible 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 will 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-contract and purchase orders entered into by the Contractor for any part of the work shall expressly provide that sub-contract and/or purchase orders may be assigned by the Contractor to LMCH exercisable as aforesaid. Should the Contractor fail to include this in any sub-contract or purchase order, the said sub-contract or purchase order is deemed to include a clause giving effect to the above.

Part 6 – Application for Payment

6.1 Payment & Holdbacks

6.1.1 For the purpose of the *Construction Act*, RSO 1990, c C 30, the payment certifier shall be LMCH or any entity LMCH may designate from time to time. As required by the *Construction Act*, RSO 1990, c C 30, the payment certifier shall:

6.1.1.1 Determine and certify substantial performance; and,

6.1.1.2 Determine completion.

6.1.2 All invoices shall contain LMCH's Project Number. LMCH will make payments to the Contractor as follows:

6.1.2.1 Ninety percent (90%) of the invoiced amounts submitted by the Contractor to LMCH prior to substantial performance and not more frequently than monthly for labour, material and services incorporated in the work to the satisfaction of the payment certifier or delivered to the site and supported by such evidence of correctness as the payment certifier may require;

6.1.2.2 Ten percent (10%) of the amounts invoiced prior to substantial performance held back pursuant to the *Construction Act*, RSO 1990, c C 30, within a reasonable time after the expiration of the applicable lien period following the date of publication of the Certificate of Substantial Performance if there are no

claims outstanding pursuant to the *Construction Act*, RSO 1990, c C 30 and if the work performed is to the satisfaction of the payment certifier; and,

- 6.1.2.3 Any further amount due under the Contract upon completion of the Contract to the satisfaction of the payment certifier, subject to any holdback for deficiencies and as required by the *Construction Act*, RSO 1990, c C 30.
- 6.1.3 The Contractor shall obtain an inspection certificate for any installation that is part of the work from the Federal, Provincial or Municipal authority responsible for the issuance thereof and shall deliver such certification to LMCH and/or its designee before receiving final payment.
- 6.1.4 Applications for progress payments shall be made as follows:
 - 6.1.4.1 Commencing from the second payment and subsequent payments, except the final and release of holdback applications, the Contractor shall submit a Statutory Declaration. Statutory Declaration shall be the standard CCA Form 9B.
 - 6.1.4.2 For the release of holdback monies on work under a subcontract which is 100% completed, the subcontractor shall submit a Statutory Declaration (CCA form (C), which shall accompany the Contractor's Statutory Declaration for Progress Payments.
 - 6.1.4.3 When making an application for the release of a statutory holdback, the Contractor shall submit a statutory declaration (CCA Form 9a).
 - 6.1.4.4 The Contractor shall submit to LMCH or its designee, the proposed percentages of work completed for valuation prior to formal invoice submission.
- 6.2 Reserved
- 6.3 Taxes
 - 6.3.1 Unless otherwise stated herein, the Contractor shall pay all applicable taxes, customs duties and excise taxes with respect to the Contract.
 - 6.3.2 Any increase or decrease in costs to the Contractor due to change in such taxes

and duties after the date of the bid closing shall increase or decrease the contract price accordingly.

- 6.3.3 Contractors MUST INCLUDE any amount related to the "Harmonized Sales Tax" (HST), as outlined in the Tender Form in the contract price.

- 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 that have been recovered by the Contractor shall be promptly refunded to LMCH. LMCH will apply any amounts owed as a chargeback against the contract price upon any failure by the Contractor to remit same.
- 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 any 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 in the form of an approved Change Order duly signed by the Contractor and LMCH.

Part 7 – Contract Documents

- 7.1 Intent of the Document
- 7.1.1 Interpretation:
If any question arises regarding meaning, intent or other matter required by the Contract, the question shall be decided by LMCH.
- 7.1.2 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.
- 7.1.3 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.
- 7.1.4 During the execution of the work, the Contractor shall advise the LMCH designee

in writing promptly of:

7.1.4.1 Any contradictions, discrepancies or errors found or noted in the Contract documents;

7.1.4.2 Supplementary drawings, details, instructions or directions that are inconsistent with the intent of the Contract documents; or

7.1.4.3 Any omission, or other fault that becomes evident and should be corrected in order that the work be executed in accordance with good construction practice and the Contract Documents.

7.1.5 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.

7.1.6 Failure by the Contractor to comply with these requirements shall result in the Contractor being held responsible for any resulting circumstances, conditions and costs.

7.2 Detailed Drawings and Additional Instructions

7.2.1 The LMCH designee may issue, as deemed necessary for the execution of the work, additional instructions by means of sketches, drawings, samples, models or written instructions. Such additional instructions shall be consistent with the general intent of the Contract Documents. The LMCH designee may, in such instructions, require changes in the work, provided that such changes are not inconsistent with the intent of the Contract Documents.

7.2.2 The Contractor shall perform the work in accordance with such additional instructions. The Contractor shall not do any additional work, without written instruction from the LMCH designee.

7.3 Copies Furnished

7.3.1 The Contractor shall be responsible for the cost of printing the required copies of the plans and specifications from the electronic copies as supplied by LMCH.

7.4 Labour & Progress Schedule

7.4.1 Labour

7.4.1.1 All work shall be executed by workers qualified and skilled in their trades. Local labour may be employed as far as practicable. The Contractor shall 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 discontinue using such personnel in the provision of the services that are in LMCH's best interests.

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 who, in the opinion of the LMCH designee, are incompetent or have been conducting themselves improperly. Neither the Contractor nor sub-contractor shall permit a person so removed to return to the worksite.

7.4.2 Schedule

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

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 start and completion dates for various aspects of the work.

7.4.2.3 Time shall be of the essence. An updated Progress Schedule shall be provided on an on-going basis in sufficient detail to permit analysis of

- individual trades, operations and areas of work within the building.
- 7.4.2.4 The Progress Schedule shall be in the form of a computer generated critical path and/or bar chart as stipulated by the LMCH designee.
- 7.4.2.5 The Contractor shall provide as many copies of the Progress Schedule as requested by the LMCH designee.
- 7.4.2.6 The Contractor shall provide regular monitoring and updating of the Progress Schedule, for such intervals as agreed upon by the Contractor and the LMCH designee.
- 7.4.2.7 Should the Work fail to progress according to the Progress Schedule, and if, in the opinion of the LMCH designee, the work cannot be completed within the time stated in the Progress Schedule or such extension thereof as may be granted by the LMCH Designee in accordance with all relevant items outlined in 7.4.2, the Contractor and/or its sub-contractor(s) shall work such additional time (including Sundays, Statutory holidays) and shifts over and above the normal hours worked by the applicable trades or hire additional workers as may be required to meet the scheduled completion date, all without additional cost to LMCH.
- 7.4.2.8 Where Sunday work is essential, the Contractor shall obtain the approval of the LMCH designee immediately by telephone, facsimile or email and confirm the message in writing giving all particulars.
- 7.4.2.9 The hours of work, rates of wages paid, terms of employment and working conditions shall be in accordance with all applicable legislation, labour agreements, orders and guidelines issued from time to time by the Ontario Ministry of Labour and other government authorities. Without limiting the generality of the foregoing, all wages are to be paid in accordance with Ontario Fair Wage Program Labour Conditions, as amended from time to time. Failure to comply with this provision shall entitle LMCH, without limiting its other recourses under this Contract, to terminate this Contract and disqualify the Contractor from future contracts.

7.5 Contractors Responsibility

- 7.5.1 The Contractor shall provide and pay for all materials, labour, water, tools,

plant, equipment, light, heat, power and other things necessary for the execution of the work. Both quality of work and materials shall be of the requisite types and qualities specified in the Contract. The care and control of the work and worksite shall be the full responsibility of the Contractor. It is the Contractor's duty to ensure that the work is performed in a proper manner and as expeditiously as possible.

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

7.6 Relationship of Contractor and Sub-contractors

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

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

7.7 Performance Evaluation

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

Part 8 – Insurance

8.1 Contractors must submit with the Work Performance & Qualification Section, a Certificate of Insurance covering Public Liability and Property Insurance for the term of this Contract, 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 the LMCH designee.

8.2 Without limiting the foregoing, such insurance coverage shall include comprehensive general liability with respect to any sub-contractors of the Contractor

8.3 Such evidence of insurance must contain a firm undertaking to give LMCH thirty (30) days' notice prior to any cancellation of the policy.

Part 9 – Indemnification Claims

9.1 The Contractor shall indemnify and save harmless LMCH (the owner) and its

officers, employees, the 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:

- 9.1.1 Attributed to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property,
- 9.1.2 Caused by negligent acts or omissions of the Contractor or anyone for whose acts the Contractor may be liable; and,
- 9.1.3 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, and the Contractor's agents, officers, and employees, from and against, demands, losses, expenses, costs, damages, actions, suits, or proceedings arising out of the Contractor's performance of the Contract which are attributed to a lack of or defect in title or an alleged lack or defect in title to the place of work. The Contractor expressly waives the right to indemnify for claims other than those stated above.
- 9.3 LMCH shall not be responsible for any damage or claims of any nature whatsoever, except if such damage or claims are attributed to gross negligence in carrying out its mandate on behalf of the Corporation.

Part 10 – Workplace Safety & Insurance Board (WSIB)

- 10.1 Requirements:
Contractors must submit, immediately upon being awarded the Contract and every Ninety (90) days thereafter, evidence of compliance with all requirements of the *Workplace Safety & Insurance Act, 1997*, including payments due there under and prior to final payment under the Contract. No work will be issued until receipt of the Workplace Safety & Insurance Board (WSIB) Certificate of Clearance at the start of the Contract nor during any period thereafter for which a current Certificate is not on file.
- 10.2 If operating as an independent operator, the Contractor must contact Workplace Safety & Insurance Board (WSIB) and complete a questionnaire to determine its status.

- 10.3 LMCH reserves the right to refuse to enter into a contract with any contractor whose status is anything other than an independent operator.

Part 11 – Assignment of Contract or proceeds of Contract

- 11.1 Neither the Contract 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. This does not include individuals or others reassigned the work for lump sum payments or by other contractual agreements.

Part 12 – Taking the Work Out of the Contractor's Hands

- 12.1 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:
- 12.1.1 Where the Contractor is in 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;
 - 12.1.2 Where the Contractor is in default of the completion of the work, or any portion thereof, within the Time limited for such completion by the Contract;
 - 12.1.3 Where the Contractor has committed an act of bankruptcy or has been declared bankrupt or has made an assignment in bankruptcy;
 - 12.1.4 Where the Contractor has abandoned the work;
 - 12.1.5 Where the Contractor has made an assignment of the Contract without the required consent of LMCH; and/or,
 - 12.1.6 Where the Contractor has otherwise failed to observe or perform any of the provisions of the Contract.
- 12.2 Where the work or any part thereof has been taken out of the Contractor's hands under subsection 12.1, the Contractor shall not, except as provided in subsection 12.3, 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. 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.

- 12.3 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.
- 12.4 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 13 – Delays

- 13.1 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. It is the Contractor's responsibility to advise of any such delay in writing within seven (7) days from the date the delay is discovered. If the Contractor fails to provide the required notification, then the Contractor is deemed to require no additional time to complete the work.
- 13.2 If a delay is occasioned by any act or neglect of LMCH, the LMCH Designee, 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.
- 13.3 No claim for delay made in respect of section 14.2 will be allowed unless written notice thereof is given to the LMCH Designee within seven (7) days of its commencement. In the case of a continuing delay, only one notice is required.

Part 14 – LMCH's Right to do Work

- 14.1 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 the worksite, 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 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 the 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 15 – LMCH's Right to Terminate the Contract

- 15.1 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, making a general assignment for the benefit of the Contractor's creditors, or a receiver being appointed on account of the Contractor's insolvency.
- 15.2 LMCH reserves the right to terminate the Contract upon giving seven (7) days written notice to the Contractor in the event of the Contractor:
- 15.2.1 Neglecting or failing to prosecute the work properly or diligently;
 - 15.2.2 Refusing or failing to supply enough properly skilled workers or proper materials;
 - 15.2.3 Failing to make prompt payment to sub-contractors or for material or labour;
 - 15.2.4 Disregarding laws, ordinances or instructions of the LMCH designee; or,
 - 15.2.5 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.
- 15.3 Such termination shall be upon the certificate of the LMCH Designee that sufficient cause exists, and shall be without prejudice to any other right or remedy available to LMCH.
- 15.4 Upon termination of the Contract, LMCH may take possession of the site/work and of all materials, equipment, tools and appliances therein and may finish the work by whatever method LMCH deems expedient in consultation with its designee.

- 15.5 The Contractor shall not be entitled to receive any further payment until the work is completed, subject to the terms stipulated in this document.
- 15.6 Should the cost of completing the work exceed the balance of the contract price, 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 price, the difference shall be paid to the Contractor subject to any other qualifying terms as stipulated in this document.
- 15.7 Any cost incurred by LMCH, as herein provided, will be certified by the LMCH designee.
- 15.8 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.
- 15.9 Upon the termination of this Contract, the Contractor shall not attend at 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 16 – LMCH’s Right to Suspend the Work

- 16.1 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 shall 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.
- 16.2 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 17 – Access to the Work

- 17.1 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.
- 17.2 Such entry and occupation shall not be considered to be an acceptance of the work, nor in any way relieves the Contractor from the Contractor's responsibility to complete the Contract.

Part 18 – Settlement of Disputes

- 18.1 In the event of any dispute or claim arising between LMCH, or the LMCH 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 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. For greater clarity, arbitration is voluntary and must be agreed to by both parties in order to proceed. Nothing in this clause should be construed as to require the parties to arbitrate or to detract from any of the parties' rights to pursue a legal remedy.
- 18.2 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.
- 18.3 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 19 – Project records

- 19.1 The Contractor shall maintain and keep accurate Project Records (including all tangible records, documents, computer printouts, electronic information, books, plans, drawings, specifications, accounts or other information relating to the work, as well as any Change Order(s)) in accordance with any legal requirements, but not longer than seven (7) years. The Contractor shall maintain the original Project Records in its office in Ontario until all claims (including any claim, demand, liability, damage, loss, cost, expense, suit, action or cause of action) have been settled or as legally required, whichever period is longer.
- 19.2 In addition to other rights of inspection completed pursuant to the Contract Documents, should LMCH have any reason to suspect illegal activity, the Contractor shall allow LMCH access to the Project Records for the period of time from the commencement of the work to the date that is two (2) years after Substantial Performance ("Inspection Period"). It is understood and agreed that LMCH shall provide the Contractor with five (5) business days' written notice of its requirement for such access along with the reasons for LMCH requiring such access. The Contractor shall promptly provide, at the sole cost of LMCH, a certified copy of any part of the Project Records required by LMCH when requested by LMCH.
- 19.2.1 As well, the Contractor acknowledges that there may be instances after the expiry of the Inspection Period where LMCH may require access to the Project Records. In such instances, LMCH shall send a written request to the Contractor requesting access to the Project Records along with the reasons for LMCH requiring such access. The Contractor agrees to be reasonable in its consideration of such requests. Where the Contractor has agreed to allow LMCH to have access to the Project Records, the Contractor agrees to promptly provide LMCH with certified copies of any part of the Project Records, at LMCH's sole cost, when requested by LMCH.
- 19.3 The Contractor shall ensure that equivalent provisions to those provided herein are made in each subcontract (and shall encourage subcontractors to incorporate same into every level of contract hereunder, i.e. sub-subcontract, etc.) for any part of the work in order to, among other things, provide LMCH access to records as contemplated herein.

Part 20 – Residential Tenancies Act (RTA)

- 20.1 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.

- 20.2 The Contractor shall schedule any work accordingly and shall advise LMCH or the LMCH designee at the worksite not less than seventy-two (72) hours in advance of requested access to any resident's premises.

Part 21 – Ontario Labour Conditions, Construction Lien Claims

- 21.1 The Contractor shall only employ persons to work at the worksite who are fully qualified to perform the work required and shall comply with the provisions of the *Construction Act*, RSO 1990, c C 30.

Part 22 – Certificate of Substantial Performance

- 22.1 The Certificate of Substantial Performance shall be issued when 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. Where LMCH and the Contractor agree not to complete the work expeditiously, the price of the outstanding services or materials required to complete the work shall be deducted from the contract price in determining substantial performance.
- 22.2 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 staff and sub-contractors and/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; and, list of spare parts and materials. The Contractor shall 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 that are required by LMCH in order to be able to properly operate the equipment.
- 22.3 Upon completion of this inspection, the Contractor shall supply and issue a list of all uncompleted and unsatisfactory work to all those concerned. A copy shall be forwarded to the LMCH designee.
- 22.4 The Contractor shall proceed to complete any incomplete work and remedy

those parts considered unsatisfactory as expeditiously as possible.

22.5 When the Contractor has determined that the work meets the requirements of Substantial Performance, the Contractor shall then make a written application to the LMCH designee for a Certificate of Substantial Performance.

22.6 This application shall include:

22.6.1 A statement to LMCH through the LMCH designee to the effect that

The Contract is substantially performed, that the performance of the balance of the Contract is in process, and the Total Completion is scheduled for the . day of ____, 202X;

22.6.2 A statement showing the amount of holdback monies due for release and payment following the issue of the Certificate of Substantial Performance;

22.6.3 The Contractor's invoice to the LMCH designee for payment, together with definite evidence by means of Statutory Declaration in the form provided by LMCH that all accounts, assessments and levies in connection with the work under the Contract have been paid; that no claims, liens or encumbrances exist; and that all requirements in connection with the *Workplace Safety and Insurance Act, 1997*, or other social or labour legislation and all other liabilities of the Contractor have been paid; and,

22.6.4 A statement of completion with the cost values of that part of the work to be completed including work found by the LMCH designee to be unsatisfactory; outstanding items referred to above; and, any part of work which cannot be performed for reasons beyond the control of the Contractor.

22.7 Within the (10) days of receipt of this written application, the LMCH designee will carry out the inspection together with any consultants as he/she may require, the Contractor and any sub-contractor deemed necessary by the Contractor, and LMCH representatives.

22.8 In the event the LMCH designee deems that the completion of the work does

not qualify for issuance of the Certificate of Substantial Performance, he/she shall so notify the Contractor in writing within five (5) days of his/her inspection and give reasons for the non-acceptance. The Contractor shall complete the work necessary to comply with the requirements of Substantial Performance, and re-submit its application. The LMCH designee will make a re-inspection within ten (10) days of the applications.

- 22.9 On the application of the Contractor, the LMCH designee will determine whether the Contract has been substantially performed. Where he/she so determines, he/she shall certify the substantial performance of the work by signing a Certificate of Substantial Performance.
- 22.9.1 The LMCH Designee shall set out in the Certificate the date on which the Contract was substantially performed.
- 22.9.2 Where the LMCH Designee certifies the Substantial Performance of the Contract he/she will, within seven (7) calendar days of the day the Certificate is signed, give or send a copy of the Certificate to LMCH and to the Contractor.
- 22.9.3 The Contractor shall publish a copy of the Certificate once in a construction trade newspaper.
- 22.9.4 Notwithstanding section 22.9.3 above, the Contractor authorizes LMCH to publish a copy of the Certificate on the Contractor's behalf and at their expense.
- 22.10 The contractor's application for a Certificate of Substantial Performance and the release of holdback monies shall be submitted separately from its application for regular progress payments. The latter shall continue to be made throughout the duration of the Contract.
- 22.11 The date on which a copy of the Certificate of Substantial Performance is published in a construction trade newspaper shall be the commencement of the forty-five (45) day period prior to the release of holdback monies, as defined in the *Construction Act*, RSO 1990, c C 30, as amended.

- 22.12 The Contractor's and any sub-contractor's forces shall continue to work towards Total Completion during the forty-five (45) day period stated in Item 22.11 above.
- 22.13 The LMCH designee will prepare the certificate for payment of the lien holdback monies. Upon receipt of the documentation listed above required for the release of these monies, the LMCH designee shall promptly issue the certificate to LMCH, with a copy to the Contractor. This certificate shall be dated one day after the termination of the forty-five (45) day period.
- 22.14 Upon acceptance of the certificate and subject to any prior claims and existing liens, LMCH will make payment of the lien holdback monies fifteen (15) days after the expiry of the forty-five (45) day period.
- 22.15 Before expiry of the forty-five (45) day period, all forms of insurance shall be reviewed jointly by the LMCH designee and the Contractor to ensure adequate coverage for all parties.

Part 23 – Certificate of Total Completion

- 23.1 When the Contractor is satisfied that the entire work is completed 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 (10) days of the request, completed as quickly as possible, and shall constitute the inspection precedent to the issuance of the final certificate for payment.
- 23.2 The final inspection team shall include the LMCH designee and such consultants as he/she may require, the Contractor, any sub-contractors deemed necessary by the Contractor, and LMCH representatives.
- 23.3 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.
- 23.4 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.

- 23.5 The Contractor shall thereafter submit the invoice for final payment together with evidence by way of a Statutory Declarations in the form provided by LMCH or its designee that all accounts, assessments and levies in connection with the work under the Contract have been paid; that no claims, liens or encumbrances exist; and that all requirements in connection with the *Workplace Safety and Insurance Act, 1997*, or other social or labour legislation and all other liabilities of the Contractor have been paid.
- 23.6 On receipt of the Contractor's invoice, and when the LMCH or its Designee is satisfied that all deficiencies identified in the final inspection have been corrected, the LMCH designee will issue a Certificate of Total Completion to LMCH, with a copy to the Contractor, and certify for payment the remaining monies due the Contractor under the Contract.
- 23.7 Subject to prior claims and existing liens, final payment shall be made to the Contractor no later than fifteen (15) days after the termination of the forty-five (45) day lien period.
- 23.8 Prior to submitting its application for Total Completion of the work, the Contractor shall provide LMCH with two (2) copies (or as otherwise specified) of all:
- 23.8.1 Shop drawings;
- 23.8.2 Samples;
- 23.8.3 Reports and correspondence from all jurisdictional authorities;
- 23.8.4 Inspection certificates issued by relevant authorities such as for hydro, gas, etc; and,
- 23.8.5 A release signed by the Contractor for all claims related to the Contract, including those that have arisen or may arise from the negligence of LMCH, or those for whom either LMCH is in law responsible, against LMCH, the LMCH designee and the employees and agents of LMCH, except those claims made in writing to LMCH designee or LMCH, which are unresolved as of the date of the

application for final payment.

Part 24 – Warranties

- 24.1 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.
- 24.2 LMCH shall give prompt notice in writing to the Contractor and the LMCH Designee of any defects noted during the warranty period.
- 24.3 Prior to completion of the twenty-four (24) month 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.
- 24.4 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 24.1.

Part 25 – Cash Allowance

- 25.1 The Contractor shall include in the contract price all cash allowances called for in the specifications. Such allowances shall be expended as directed by the LMCH designee and the contract price shall be adjusted accordingly. The contract price shall include Contractor's overhead, profit, all costs, fees required by the Contractor pertaining to the cash allowances.

Part 26 – Remedy For Delay

- 26.1 If the Contractor fails to meet any of the completion dates specified in the RFP/Contract, LMCH may exercise any of the remedies for default

specified in the General Conditions; or

- 26.1.1 Charge the Contractor for the first thirty (30) working days of default. The Contractor shall pay LMCH \$300.00 for each working day or part of a working day that elapses between the time or times prescribed in section 1.2 of the Contract and the date or dates that the work or part of the work is completed; and
- 26.1.2 After the thirtieth working day of default and if default continues after that day, LMCH may charge and the Contractor shall pay an amount calculated as follows:
- 26.1.2.1 An amount equal to all salaries, wages and traveling expenses paid by LMCH to persons supervising or inspecting the work during the period of delay; and,
- 26.1.2.2 An amount equal to the value to LMCH of the use of the part of the work not completed for the period of delay; and,
- 26.1.2.3 An amount equal to all other expenses and damages incurred or sustained by LMCH as a result of the work not being completed during the period of delay; or,
- 26.1.2.4 Instead of the payments set out in sections 26.1.1 and 26.1.2, any such amount as may be assessed by LMCH.
- 26.2 Any payment collected under sections 27.1.1 and 27.1.2 will be retained as liquidated damages, and not as a penalty.
- 26.3 LMCH may, without prejudice to any other method of recovery from the Contractor, deduct any amount payable to LMCH under section 27 from any money owing by LMCH to the Contractor.
- 26.4 Any payment or deduction received by LMCH under section 27 does not relieve the Contractor of any obligation or liability imposed on the Contractor by the Contract.

Part 27 – Correction After Completion

- 27.1 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.

- 27.2 LMCH may direct the Contractor to rectify and make good any defect or fault referred to herein or covered by any other expressed or implied warranty or guarantee.
- 27.3 Such a direction to the Contractor shall be in writing and may include a stipulation in respect of the time within which a defect or faulty is required to be rectified and made good by the Contractor.
- 27.4 Within the time stipulated therein, the Contractor shall at the Contractor's sole expense rectify and make good any defect or faulty described in such direction and shall correct or pay for all damage resulting from the corrections made under this General Condition.
- 27.5 Neither the Certificate of Total Completion nor payment there under shall relieve the responsibility under this General Condition

Part 28 – Requirements on LMCH Property

General

Contractors and their employees, agents, subcontractors and other designees shall be required to comply with the conditions and terms specified while completing works at LMCH properties.

Commencement of Work

Upon receipt of the purchase order/contract, the successful proponent shall immediately contact LMCH or its designee to arrange prompt commencement of the work and thereafter the incumbent shall carry out work in a diligent, professional manner to completion. The work shall be completed, and full possession thereof given to LMCH within the period specified in contract documents, unless an extension of the time is expressly granted in writing by the LMCH designate.

Equipment Storage

Not applicable.

Garbage/Discarded Materials

Not applicable.

Owner Vendors/Contractors

At any one time there could be several different vendors/contractors on site completing ongoing capital projects, or daily operating activities. Vendors/contractors are to work together for the betterment of each project.

Parking

Parking in general is available at each of the properties with potentially some limitations based on tenant demand. Prior to the commencement of works the incumbent is to contact LMCH designate for the required number of permit passes for use during and up to contract completion.

Identification

All vendors/contractors and their forces shall carry proper firm and personal photo identification and shall produce same when requested by either LMCH staff or tenants. Permission to enter LMCH properties may be denied without proper identification. Invoices for labor/service calls will not be paid when entry has been denied because of failure to provide proper identification. In these situations, costs of such site visits will be borne by the vendor/contractor.

Proper identification may include the following:

- Firm identification includes uniforms with the firm name clearly identified, a business card or I.D. card issued by the firm,
- Personal identification includes a firm/employee photo I.D. card or driver's license.

Smoke Free Workplace

LMCH is a smoke-free workplace. The workplace is defined as any building or structure on the properties operated by LMCH including, but not limited to, dwelling units (either

apartments or family housing units). It does not extend to the grounds of the properties or designated smoking areas. Failure to adhere to the smoke-free workplace policy may result in the Incumbent being removed from the project.

Emergency Work

Not applicable.

Workplace Violence, Harassment & Discrimination

LMCH has a zero-tolerance policy for any acts of violence, harassment or discrimination within its buildings, communities, or surrounding properties. Vendors/contractors and their forces shall comply with all applicable human rights and criminal legislation and policies while on properties owned and/or operated by LMCH. Any reports of improper behavior by vendors/contractors or their forces towards any person, including, but not limited to, LMCH staff, tenants, and visitors, will be thoroughly investigated. If it is determined that a vendor/contractor or its forces has engaged in the above conduct, it may result in the Incumbent being removed from the project.

Site Conditions

All contractors should be aware of the existence of biohazardous materials and/or insect pests, including, but not limited to, bed bugs, roaches, and ants on all LMCH properties. Contractors are responsible for taking all required personal protective measures when working under the above conditions. Incumbents are deemed to have provided this notice to all subcontractors appointed to work on the premises and are responsible for ensuring that said subcontractors are also taking appropriate protective measures. LMCH shall not be liable for any injury sustained because of a failure to subscribe to proper protective measures given these potential hazards. LMCH acknowledges that various properties contain asbestos. An asbestos report for each LMCH property is available upon request.

Human Rights Statement of Principles

London & Middlesex Community Housing fully supports the principle embodied in the Canadian Charter of Rights and Freedoms, and in the Ontario Human Rights Code. LMCH acknowledges 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, color, ethnic origin, citizenship, religion, creed, sex, age, sexual orientation, marital status, family status, disability, receipt of public assistance or record of offences. Harassment in any form that stems from any of the above-listed prohibited grounds of discrimination, unwelcome sexual advances, and solicitations, is strictly prohibited.

Ontario has a strong history of providing a home for individuals from diverse racial and ethnic backgrounds and is increasingly becoming a multi-racial, multi-ethnic society. This diversity contributes to Ontario's cultural, social, and economic enrichment, and LMCH is committed to fostering this diversity in its workforce and communities.

LMCH will continue to work towards ensuring that all LMCH staff, members, tenants, applicants, contractors, and committee members' right to equal treatment without discrimination because of race, ancestry, place of origin, color, ethnic origin, religion, creed, sex, sexual orientation, marital status, family status, disability, and receipt of public assistance or record of offences is respected.

- 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.
- LMCH 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 within the housing communities or in the workplace will be promptly addressed.

Resident Satisfaction Survey

LMCH values and is committed to providing quality customer service to our tenants. As a method of monitoring tenant satisfaction, a service questionnaire may be given to our tenants upon completion of any work completed at LMCH properties. This provides our tenants with an opportunity to comment on the level of performance and service they have received or witnessed. This applies to vendors/contractors assigned to work within their units, buildings, or communities. Any reports of unsatisfactory service from

vendors/contractors or their forces will be promptly investigated. Repeated unsatisfactory service/behavior may result in the Incumbent being removed from the project.