General Terms and Conditions for Public and Invitational Tenders

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Part 1

General Requirements

1.0 DEFINITIONS, PRECEDENCE OF DOCUMENTS AND INTERPRETATION

(1) Whenever any of the following words or phrases are used in the Contract they have the meanings respectively attributed to them as follows:

(a) **"Bid**" means any bid, tender or proposal submitted by a Bidder pursuant to the Instructions to Bidders.

(b) **"Business Day"** means any day except a Saturday, Sunday or Statutory Holiday.

(c) **"Contractor or Bidder**" means the person or corporation whose Bid has been accepted by the Owner, and who is deemed to have entered into the Contract with the Owner.

(d) **"Contract Price or Bid Price"** means the total price the Owner has agreed to pay to the Contractor for the Work, and for everything supplied under the Contract and included in the Contract, and in any event shall not exceed the amount specified in the Purchase Order.

(e) **"Chief Executive Officer"** means the person occupying the office of Chief Executive Officer of **TCH**, or the person acting as such, or the duly authorized representative of either such person.

(f) **"Owner**" means **Toronto Community Housing** or **TCH**.

(g) **"Performance security"** means any security given by the Contractor to the Owner in accordance to the Bid Documents.

(h) **"Subcontractor"** means a person to whom the Contractor has subcontracted the whole or any part of the work.

(i) **"Work"** means everything that the Contractor is required to supply in order to carry out the terms and conditions of the Contract.

(2) Whenever the terms or initials "**Toronto Community Housing**" or "**TCH**" or "**Toronto Community Housing Corporation**" or "**TCHC**.", are used in the Contract they shall mean Owner.

(3) Whenever the words "shall" or "will" are used in the Contract they have the meanings attributed to them in the *Interpretation Act*, R.S.O. 1990, c. I.11.

(4) Whenever words which have well-known technical or trade meanings are used in the Contract they are used in accordance with such recognized meanings.

(5) The documents forming the Contract are complementary, and what is required by any one shall be as binding as if required by all.

(6) The following documents all form part of the Contract:

- Supplementary Instructions to Bidders
- Instructions to Bidders
- Supplementary Terms and Conditions
- General Terms and Conditions
- Bid Submission Forms
- Specifications with Appendices and Addenda
- Schedules
- Drawings
- Award Letter
- Purchase Order

(7) In the event of conflict between documents, the following priorities shall apply:

(a) Documents of later date shall govern.

(b) Supplementary Conditions shall govern over General Conditions.

(d) General Conditions shall govern over Specifications.

(d) Specifications shall govern over Drawings.

(e) Figured dimensions shown on the Drawings shall govern even though they may differ from scaled dimensions.

(f) Drawings of larger scale shall govern over those of smaller scale of the same date.

(8) If at any time before the work has been completed any question arises as to whether anything has been done as required by the Contract, or as to what the Contractor is required to do, and in particular, and without limiting the generality of the forgoing, as to:

(a) the meaning of anything in the Drawings and Specifications;

(b) the meaning to be given to the Drawings and Specifications in case of an error therein, an omission therefrom, or an obscurity or discrepancy in their wording or intention;

(c) whether the quality or quantity of any material or Work meets the requirements of the Contract;

(d) 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;

(e) that Work or quantity of any kind has been completed by the Contractor; or

(f) the timing and scheduling of the execution of the Work;

the question will be decided by the Owner.

1.1 SECURITY REQUIREMENTS

(1) **Bid Submission Security**

* NOTE: In the event a different form of Bid Security is required for a specific job, the Instruction to Bidders will specify and override these general requirements.

* All Bid Bonds are at the discretion of the Owner.

(a) If the Contract Price proposed in the Bid is $60,000 or less, no Bid Security shall be required.

(b) If the Contract Price proposed in the Bid is greater than $60,000 but less than or equal to $100,000, the Owner will determine the need of a Bid Bond which will be limited to $4,000. This will be in the form of a certified cheque or a letter of credit.

(c) If the Contract Price proposed in the Bid is greater than $100,000**,** 10% of the Contract Price and an Agreement to Bond – 50% Performance Bond and 50% Labour & Material bond.

(d) The maximum amount of bid security, which the Owner shall request at any time for submission with a Bid, shall not exceed $200,000.

(2) **Performance Security**

* All bonds are subject to the discretion of **TCH**.

The Contractor shall provide at their own cost, Performance Security in favour of **TCH** in order to secure the due and faithful performance of the Contract, which shall be as follows:

(a) If the Contract price proposed is less than $100,000, the performance security may be waived.

(b) If the Contract Price proposed is greater than $100,000, the following securities are required after written notification has been provided.

(i) A Performance Bond issued by a Surety Company authorized to transact the business of suretyship in the Province of Ontario under the and in the Owner's approved form which is attached hereto and shall be in an amount equal to 50% of the Contract Price.

(ii) A Labour and Material Payment Bond, be issued by a Surety Company authorized to transact the business of suretyship in the Province of Ontario under the and in the Owner's approved form which is attached hereto and shall be in an amount equal to 50% of the Contract Price.

(c) If the Contract Price proposed is less than $100,000 but greater than or equal to $60,000, the following alternate forms of security equal to 10% of the Contract Price are acceptable in lieu of such Performance Bond:

(i) an irrevocable letter of credit, bank draft, or certified cheque; or

(ii) bearer or negotiable bonds of Canada, and the Province of Ontario (bonds to be assessed as market not face value);

(iii) a certified cheque.

(3) If the Contractor fails to meet the requirements of this section within seven (7) business days of receipt by the Contractor of the award letter, then the Owner at its sole option may terminate the Contract and use the Bid Security towards damages. The Owner further reserves the right to accept any other, advertise for new tenders, or carry out the work in any way as the Owner may, at its sole discretion, deems best.

(4) If the security is in the form of a Performance Bond or if alternate security is provided pursuant to this section, the document or the alternative security shall be retained by the Owner for a period of two (2) years from the date on which the last payment under the Contract falls due, after which time it will be returned to the Contractor on the Contractor's request.

1.2 INSURANCE, INDEMNITIES AND WARRANTIES

(1) **General Liability Insurance:** The Contractor shall obtain and maintain, throughout the term of the Contract, General Liability Insurance in the name of the Contractor and shall ensure that **TCH** is named as an additional insured under such policy. The limits of this insurance shall be not less than $5,000,000 per occurrence for bodily injury and property damage, including loss of use thereof, with a deductible of not more than $1,000.00. The Party responsible for a specific claim under this policy shall be responsible for the deductible. Such General Liability Insurance hereunder shall be obtained prior to the Contractor commencing performance of the Work and will remain in full force and effect from the date of the Contract to and including the date on which final payment under the Contract is due.

(2) **Builders Risk Insurance:** If applicable, the Contractor shall obtain and maintain throughout the term of the Contract Builders Risk Insurance on an "all risks" basis in the name of the Contractor and the Contractor shall ensure that **TCH** shall be named as an additional insured. The amount of the coverage will not be less than the Contract Price, plus the value of any products or materials provided by **TCH** for incorporation into the work performed pursuant to the Work. **TCH** may, in its sole discretion, and in addition to the foregoing, require the Contractor to obtain additional coverage for any losses incurred due to loss of or delay in use. In the event of loss or damage, all payments will be made to **TCH**. The Contractor shall assist **TCH** in facilitating the adjustment of such loss or damage for the purposes of payment. Following the determination of the loss or damage, the Contractor shall proceed to restore the damaged property or work and submit requests for payment in the normal fashion.

The Party responsible for a specific claim under the Builders Risk Insurance shall be responsible for the deductible. The Builders Risk Insurance hereunder shall be obtained prior to the Contractor commencing performance of the Work and will remain in full force and effect from the date of the Contract to and including the date on which final payment under the Contract is due.

(3) **Automobile Insurance:** The Contractor shall, at its own expense, obtain and maintain until the termination of the Contract and provide TCH with evidence of automobile liability insurance for an amount not less than $2,000,000 per occurrence on forms meeting statutory requirements covering all vehicles used in any manner in connection with the provision and performance of the Work. The Contractor shall not commence the Work until such time as the required evidence of insurance has been filed with and approved by TCH. The Contractor shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date during the term of the Contract.

(4) The Contractor shall produce a Certificate of Insurance or proof of insurance from time to time when requested by the Owner.

1.3 WORKPLACE SAFETY & INSURANCE BOARD CERTIFICATE OF CLEARANCE

(1) The Contractor shall produce a Workplace Safety & Insurance Board (WSIB) Certificate of Clearance Form from time to time when requested by the Owner and prior to final payment under the Contract.

(2) If the Contractor:

(a) will be unable to produce clearance as required pursuant to subsection 1.3 (1) because it claims it is an independent operator, with no insurable workers and is otherwise unable to obtain a clearance, it shall submit to the Owner written confirmation from the Workplace Safety & Insurance Board of its status as an independent operator for the Contract, within seven (7) business days of receipt by the Contractor of the award letter.

(b) does not produce confirmation pursuant to clause 1.3 (2) (a), the Owner at its sole option, may terminate the Contract and use the Bid Security towards damages.

1.4 ASSIGNMENT OF CONTRACT OR PROCEEDS OF CONTRACT

The Contractor shall not assign, either in whole or in part, the Contract or the proceeds thereof without the written consent of the Owner.

1.5 TAKING THE WORK OUT OF THE CONTRACTOR'S HANDS

(1) The Owner 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:

(a) where the Contractor has made default or has delayed in commencing or in diligently executing the Work or any portion thereof to the satisfaction of the Owner and the Owner 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;

(b) where the Contractor has made default in the completion of the Work, or any portion thereof, within the time limited for such completion by the Contract;

(c) where the Contractor has become insolvent;

(d) where the Contractor has committed an act of bankruptcy or has been declared bankrupt or has made an assignment in bankruptcy;

(e) where the Contractor has abandoned the Work;

(f) where the Contractor has made an assignment of the Contract without the required consent of the Owner;

(g) where the Contractor has otherwise failed to observe or perform any of the provisions of the Contract.

(2) Where the Work or any part thereof has been taken out of the Contractor's hands under subsection 1.5 (1), the Contractor shall not, except as provided in subsection 1.5 (3), be entitled to any further payment, including payments then due and payable but not paid and the obligation of the Owner to make payments shall be at an end and the Contractor shall be liable upon demand of the Owner to pay to the Owner an amount equal to all loss and damage suffered by the Owner by reason of the non-completion of the Work by the Contractor.

(3) Where the Work or any portion thereof has been taken out of the Contractor's hands under subsection 1.5 (1) and that portion is subsequently completed by the Surety, or by the Owner, the Owner 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 Contractor’s hands that in the Owner's opinion are not required by the Owner for the purposes of the contract and the Owner may, if it is of the opinion that no financial prejudice to the Owner will result, pay that amount to the Contractor.

(4) The taking of the Work, or any portion thereof, out of the Contractor's hands pursuant to subsection 1.5 (1) 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 obligations to complete the physical execution of that portion of the Work so taken out of the Contractors hands.

1.6 INDEMNIFICATION CLAIMS

The Contractor shall indemnify and save harmless the Owner and its respective officers and agent from all claims relating to labour and material furnished or supplied in executing the Contract and from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomsoever made, brought or prosecuted in any manner based upon, arising out of, related to, occasioned by or attributable to the activities or omissions of the Contractor or those for whom the Contractor is at law responsible in performing the Contract or to an infringement or an alleged infringement of a patent of invention or any other kind of intellectual property.

1.7 SUBCONTRACTORS

(1) On request of the Owner the Contractor shall provide to the Owner a complete and firm list of the names and addresses of the Subcontractors whom the Contractor will use for the Work.

(2) The Contractor shall:

(a) require the Contractors' subcontractors to perform their work in accordance with and subject to the terms and conditions of the Contract; and

(b) be as fully responsible to the Owner for acts and omissions of the Contractors' subcontractors and of persons directly or indirectly employed by them as the Contractor is for acts and omissions of persons directly employed by the Contractor.

(3) The Contractor shall incorporate all the terms and conditions of the Contract necessary for the purpose of performing the Work pursuant to the Contract into all sub-contract agreements.

(4) Nothing contained in the Contract shall create a contractual relationship between any subcontractor and the Owner, Contractor Status.

(a) The Contractor shall be engaged under the contract as an independent contractor.

(b) The Contractor and any employee of the said Contractor is not engaged by the contract as an employee, servant or agent of **TCH**.

(c) For the purposes of 1.7(1) and (2), the Contractor shall solely be responsible for any and all payments and deductions required to be made by law including those required for Canada or Quebec Pensions Plans, Employment Insurance, WSIB or Income Tax.

Part 2

Governing Regulations

2.0 OCCUPATIONAL HEALTH AND SAFETY ACT

(1) The Contractor acknowledges that in accordance with the *Occupational Health and Safety Act,* R.S.O. 1990, c. O.1, the Contractor shall undertake the role of Constructor as defined in the Act, and shall be responsible for a full safety program for anyone who gets paid for services on Site, including management, labour, delivery drivers, service personnel and others involved for services on Site.

(2) The Contractor shall comply with requirements of Acts and Regulations with respect to health and safety including the Workplace Hazardous Materials Information System (WHMIS) regulation.

(3) The Contractor shall provide a list of all controlled hazardous materials or products containing hazardous materials, all physical agents or devices or equipment producing or omitting physical agent and any substance, compound, product or physical agent that is deemed to be or contains a designated substance in accordance with the Workplace Hazardous Materials Information System (WHMIS) as defined under the *Ontario Occupational Health & Safety Act* and shall provide appropriate Material & Safety Data Sheets for these substances used for the performance of the required work, all prior to the performance of said work.

(4) Where hazardous materials, physical agents and/or designated substances are used in the performance of the required work, the Contractor shall ensure that the requirements of the *Ontario Occupational Health & Safety Act* and associated regulations are complied with.

2.1 THE RESIDENTIAL TENANCIES ACT

(1) The Contractor acknowledges that in accordance with the *Residential Tenancies Act* (Ontario) with the exception of an emergency, access to a rental unit may only be gained by permission of the tenant, or as necessary, upon the landlord giving written notice to the tenant not less than 24 hours prior to the time of entry, specifying the time of entry between 8:00 a.m and 8:00 p.m.

(2) Subject thereto, the Contractor shall schedule any work accordingly and shall advise the Owner or whom the Owner shall designate at the site of the Work that it requires not less than seventy-two (72) hours in advance of the time that access to any rental unit is required, whereupon the landlord shall arrange for reasonable access by Contractor on a timely basis.

(3) The Contractor and each of the Contractor's employees are required, if requested by any **TCH** representative or tenant, to identify himself/herself as the employee of the Contractor, and, for that purpose, shall be equipped with appropriate identification. For greater certainty, such identification will indicate the name of the Contractor, the trade involved, the name and photograph of the employee and the date of the issuance of the identification card. The Contractor shall ensure that each of its subcontractors shall comply with the provisions of this section.

2.2 LAWS, NOTICES, PERMITS AND FEES

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

(2) The Contractor shall obtain all permits, licences, and certificates and shall pay all fees required for the performance of the Work.

(3) The Contractor shall give all required notices and comply with laws, ordinances, rules, regulations, codes and orders of all authorities having jurisdiction relating to the Work, to the preservation of the public health and construction safety which are or become in force during the performance of the Work.

(4) The Contractor shall not be responsible for verifying that the documents forming part of the Contract are in compliance with the applicable laws, ordinances, rules, regulations and codes relating to the Work and if any part of the Contract is at variance therewith, or changes which require modification to the Contract are made to any of the laws, ordinances, rules, regulations and codes by the authorities having jurisdiction subsequent to the date of tender submission, any resulting change in the cost shall constitute a corresponding change in the Contract Price. The Contractor shall notify the Owner in writing requesting direction immediately any such variance or change is observed by the contractor.

(5) If the Contractor fails to notify the Owner in writing and obtain its direction as required in subsection 2.2 (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.

2.3 ONTARIO LABOUR CONDITIONS, CONSTRUCTION LIEN CLAIMS AND TRADES

(1) The Contractor shall employ on the Work only persons who are fully qualified to perform the Work required. The Contractor shall comply with the provisions of the *Construction Lien Act*, R.S.O. 1990, c. C.30, and where applicable, the *Employment Standards Act*, R.S.O.1990, c. E.14 and any Regulations made under these Statutes.

(2) Any part(s) of the Work that is the work of union members represented by the union Locals under the provisions of any collective agreements by which the Owner is bound shall in each such case be performed only by an employer also bound by such agreement, unless, as verified by the General Manager**,** the agreement does not prohibit such work from being performed by others. Without limiting the generality of the foregoing, such collective agreements include:

(a) where applicable the current collective agreements covering the residential sector of the construction industry in the geographical area in which the Work site is located, between:

i. the Principal Agreement between the Electrical Trade Bargaining Agency of the Electrical Contractors' Association of Ontario and the International Brotherhood of Electrical Workers and the IBEW Construction Council of Ontario, where it applies to the residential sector; and

ii. the Residential Agreement between the Electrical Contractors Association of Toronto and the International Brotherhood of Electrical Workers, Local 353; and

iii. the High Rise Residential Agreement between the Metropolitan Plumbing and Heating Contractors' Association and the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local 46; and

iv. the Low Rise Residential Agreement between the Independent Plumbing & Heating Contractors' Association and the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local Union 46; and

v. the collective agreement between the Toronto Community Housing. and the Carpenters and Allied Workers, Local 27, United Brotherhood of Carpenters and Joiners of America; and

(b) where applicable, the current collective agreements covering other sectors of the construction industry, including the industrial commercial and institutional sector, in the geographical area in which the Work site is located, between:

i. the Principal Agreement between the Electrical Trade Bargaining Agency of the Electrical Contractors' Association of Ontario and the International Brotherhood of Electrical Workers and the IBEW Construction Council of Ontario; and

ii. the provincial agreement between the Mechanical Contractors' Association of Ontario and the Ontario Pipe Trades Council; and

iii. the provincial agreement between the Carpenters' Employer Bargaining Agency and the Carpenters' Employee Bargaining Agency; and

iv. the provincial agreement between the International Union of Bricklayers and Allied Craftsmen and the Ontario Provincial Conference of the

International Union of Bricklayers and Allied Craftsmen, and the Masonry Industry Employers Council of Ontario.

(3) Paragraph (2) hereof shall apply to each subcontractor *mutatis mutandis* and the Contractor shall include the provisions of paragraph (2), this paragraph (3) and paragraph (4) hereof, with all necessary changes, in each of its contracts with subcontractors for any part of the Work.

(4) The Contractor shall indemnify and save harmless the Owner from and against all loss, costs, claims, expenses and/ or damages (which claims loss damages and/ or expenses include but are not limited to grievances) suffered by the Owner arising from the failure of the Contractor or any subcontractor to comply with the requirements of paragraphs (2) or (3).

2.4 FAIR WAGE POLICY

The Fair Wage Policy and the Fair Wage Schedules of the Owner are incorporated by reference into these General Conditions and apply equally to the Contractor and any sub-contractors engaged in work for the Owner. The Contractor is fully responsible for ensuring that it and all of its sub-contractors comply with the Fair Wage Policy and the Fair Wage Schedules. In addition to any remedies provided for in the Fair Wage Policy and the Fair Wage Schedules, the Contractor shall indemnify and save harmless the Owner from and against all loss, costs, claims, expenses and/or damages suffered by the owner arising from the failure of the Contractor or any subcontractor to comply with the Fair Wage Policy and the Fair Wage Schedules of the Owner.

Part 3

Procedural Requirements

3.0 DISQUALIFIED BIDS

The Owner shall not accept any bids by a Contractor who is in active litigation against the Owner.

3.1 AWARD LETTER AND PURCHASE ORDER

The Owner shall issue an award letter specifying the documents to be provided by the Contractor prior to issuance of the Purchase Order.

3.2 COMMENCEMENT OF WORK

Upon receipt of the Purchase Order, the Contractor shall contact the Owner within two (2) business days to arrange prompt commencement of the Work and thereafter the Contractor shall continue the Work until completion.

3.3 CO-OPERATION

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

3.4 SUPERVISION

(1) The Contractor shall perform the Work in the most efficient manner and in accordance with the directions and to the satisfaction of the Owner.

(2) The Contractor shall cause the Work to be performed either under personal supervision or under the supervision of a competent foreman who remains in charge until the Work is completed.

3.5 USE OF SITE FACILITIES

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

(2) The Owner may provide storage for the Contractor's tools in appropriate storage rooms only, providing space is available at the project.

(3) The Contractor and his personnel may use the existing sanitary services, where provided, but if not available at the project, the Contractor shall provide such service at his own expense.

(4) The Contractor shall assume all liability for and be responsible for loss of or damage to his materials or equipment and for any materials delivered to him from whatever source to the site of the Work.

(5) Water and electric power will be available for use by the Contractor unless indicated otherwise. Where the Contractor elects to make use of these facilities, all connections shall be at the expense of the Contractor, shall be carried out under the direction and supervision of the Owner and shall be in accordance with all governing regulations and ordinances. At the completion of the work, all temporary connections and equipment shall be removed and services and finishes shall be made good by the Contractor to the entire satisfaction of the Owner.

3.6 INTERFERENCE

(1) The Contractor shall maintain normal building operation and traffic flow, with a minimum of inconvenience to the residents of the project.

(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 the Owner.

(3) The Contractor shall in every case where an interruption of service is to occur, make prior arrangements with the Owner.

3.7 PROTECTION

(1) The Contractor shall until the Owner accepts the Work:

(a) provide adequate protection to public and property;

(b) 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;

(c) protect the Work from damages from any cause;

(d) protect and be responsible for all new finished and unfinished work which is exposed and susceptible to vandalism or theft.

3.8 PROCEDURAL REQUIREMENT

(1) Until the owner accepts the Work, the Contractor shall:

(a) in the event of the need to shut down the fire protection equipment/system, make prior arrangements for the provision of a Fire Picket.

(b) make prior arrangements for the provision of a Security Guard in the event that any access control system is disabled.

(c) make prior arrangements for the provision of a Security Guard to provide adequate protection to public against potential construction site hazards (i.e. open pits, etc.) and other areas affected by the work.

(2) The Contractor shall be responsible for obtaining the necessary communication equipment from the Security Services Branch to enable the above services to communicate with Security Dispatch. The following conditions will apply:

The Contractor will ensure that the communication equipment is operated in accordance with Federal Department of Communication Standards and in accordance with the Owner standards.

(3) The Contractor agrees:

(a) that all communication equipment provided is in good working order and free from damage and defects;

(b) that all communication equipment provided to the Contractor by the Owner, if lost or damaged will be replaced as soon as possible by the Contractor at its expense; and

(c) to replace, at its expense, lost misplaced or stolen communication equipment.

The Contractor's responsibility in this regard includes the reprogramming cost incidental to replacing the lost, stolen misplaced communication equipment.

At the expiration of this Contract, the communication equipment in good working order, free from damage and defect shall be returned to the Owner.

3.9 UNDERGROUND AND CONCEALED SERVICES

(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.

(2) The Contractor shall take all the necessary precautions to locate the underground and concealed services and to protect them from damage.

(3) The Contractor is responsible for making good to the satisfaction of the authorities concerned, any damages to services resulting from his performance of the Work, without any additional cost to the Owner.

3.10 POWDER ACTUATED FASTENING TOOLS

(1) The Contractor shall not use high velocity powder actuated fastening tools.

(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.

3.11 FIRE PROTECTION

(1) The Contractor shall take all necessary precautions during the performance of the Work to prevent the possibility of fire, including the use of fire resistant sheets to protect adjoining areas, when welding, brazing and performing any operations with an open flame, combustible adhesives or inflammable solvents.

(2) The Contractor shall at all times, when welding, brazing and performing any operations with an open flame, combustible adhesives or inflammable solvents keep a suitable portable fire extinguisher within three (3) meters of the operation.

(3) The Contractor shall ensure that all rags and waste containing oil, grease or other inflammable materials are stored in an approved metal container and are removed from the site at the end of each working day.

3.14 CUTTING AND PATCHING

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 the Owner and in cases where such permission is granted, the Contractor, before commencing to cut any structural member must provide adequate supports and install a structurally acceptable alternate system.

Part 4

Adherence to Contract Documents

4.0 MATERIALS AND WORKMANSHIP - ACCEPTABILITY

(1) The Contractor shall ensure that all materials, products, systems or services are new and listed in The Canadian Construction Materials Centres publication "Listings or Evaluation Reports".

(2) The Contractor shall give preference to materials, products, systems or services of Canadian origin and manufacturer.

(3) The Contractor shall ensure that all work is performed by competent tradesmen, 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) The Contractor shall remove all unsatisfactory work and replace it at the Contractor's expense to the satisfaction of the owner.

(5) If in the opinion of the Owner it is not expedient to correct defective work, or work not done in accordance with the Contract, or if the Contractor refuses or fails to correct defective work, the Owner may deduct from the Contract Price the difference in value between the Work as done and that called for by the Contract, the amount which shall be determined in the first instance by the Owner.

4.1 DEVIATIONS

The Contractor shall not make any deviations from the Drawings and Specifications without prior written permission from the Owner and the Contractor shall correct unauthorized deviations at the Contractor's expense.

(1) Bidders wishing to submit a lump sum or unit price, based on a “Proposed Equal” or an “Alternate” shall do so under the following conditions:

(a) Wherever a Trade Name, Brand Name, Make or Model Number is used within the specifications it shall be deemed to have implied “Or approved Equal”, but any deviation or change from the specified product must be disclosed by the bidder.

(b) A list of Alternates proposed, as “Approved Equals” shall be attached to the Tender Submission Form. The list shall be dated and signed by the Tenderer.

(c) These alternates shall be listed in a format which clearly states the article, material or equipment to be replaced, the name, make or manufacturer, a brief description of the proposed alternate.

(d) In order to facilitate the evaluation of the submitted alternates as “Approved Equals”, the tenderer shall provide the Owner with all pertinent and necessary information. This information shall be supplied subsequent to the tender closing and within seventy-two (72) hours of being requested to do so.

(e) The Owner retains the right to accept or reject any or all such alternates as “Approved Equals”.

4.2 CHANGES IN WORK

(1) The Owner, without invalidating the Contract, may make changes by altering, adding to, or deducting from the Work, with the Contract Price and the completion date being adjusted accordingly.

(2) No additional work shall be done or other changes to the Contract made without receiving prior written authority from the Owner.

4.3 VALUATION OF CHANGES IN WORK

(1) The Owner shall determine the method of valuation of any change in the Work by any one or more of the following methods:

(a) by estimate and acceptance in a lump sum;

(b) by unit prices;

(c) by cost and percentage or by cost and a fixed fee.

(2) In cases of an addition to the Work to be paid for pursuant to clause 4.3 (1) (c), the Contractor shall keep and present to the Owner in such form as the Owner may direct a correct account setting out overhead and profit and the net cost of labour and materials, together with vouchers. The Owner 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

(1) The Contractor shall furnish for approval of the Owner or whom the Owner designates such samples of materials, tests and designs as required. The Work must be in accordance with the approved samples, tests and designs.

(2) The Contractor shall pay all costs for such samples and tests required by the specifications. If not specified, the cost of such samples and tests will be authorized as an addition to the Contract Price.

(3) If defects are revealed during inspection or testing, the Owner may request additional inspections and or tests, to determine the full extent of the defect. The Contractor shall correct deficiencies and irregularities as directed by the Owner at no increase in Contract Price and shall pay the costs for retesting and re-inspection.

4.5 PERFORMANCE TESTS

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

(2) All costs associated with the testing or inspection of any material or work shall be borne by the Tenderer.

4.6 RECORD DRAWINGS

(1) The Contractor shall:

(a) when specified, obtain and pay for one set of erasable mylar sepias;

(b) as the job progresses, mark the prints, accurately to indicate all deviations from the contract drawings;

(c) have all white prints available for inspection at the site, at all times.

(2) The Contractor shall after the work is completed, transfer, taking special care to indicate buried drains, inverts and dimensioned distances from visible reference points such as walls or columns, all information to the set of sepias required pursuant to clause 4.6 (1) (a) and deliver that set of sepias to the Owner.

4.7 COMPLETION DATE

The Contractor shall complete the Work within the time specified on the Bid Form.

Part 5

Payment and Warranty

5.0 PAYMENTS AND HOLDBACKS

(1) For the purpose of the *Construction Lien Act*, R.S.O. 1990, c. C.30, the Payment Certifier shall be the Owner, or any person the Owner may designate from time to time as required by the Act, it who shall:

(a) determine and certify substantial performance;

(b) determine total completion.

(2) The Owner shall make payments to the Contractor as follows:

(a) 90% of the invoiced items submitted by the Contractor to the Owner 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;

(b) 10% of the amounts invoiced prior to substantial performance and held back pursuant to the Act, within forty-five 45 days following the date of publication of the Certificate of Substantial Performance if there are no claims outstanding pursuant to the Act, and the Work and services performed are to the satisfaction of the Payment Certifier;

(c) 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 Act;

(d) the Contractor shall, where applicable, obtain an inspection certificate for any installation which is part of the Work from the Federal, Provincial or Municipal Authority responsible for the issuance thereof and the Contractor shall obtain and deliver such certification to the Owner before receiving final payment.

5.1 EVIDENCE OF PUBLICATION

The Contractor shall provide the Owner with acceptable evidence of publication of the Certificate of Substantial Performance (including name of paper, date of publication, etc.).

5.2 TAXES

(1) Unless otherwise stated herein, the Contractor shall pay all applicable taxes, customs duties and excise taxes with respect to the Contract.

(2) Any increase or decrease in costs to the Contractor due to changes in such taxes, and duties after the date of bid closing shall increase or decrease the Contract Price accordingly.

(3) **TCH** is required to pay the Goods and Services Tax (GST) on all goods, materials, labour, services and equipment. This tax must be shown separately and is not to be included in the unit prices.

5.3 NO ADDITIONAL PAYMENT FOR INCREASED COSTS

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.

5.4 WARRANTY

(1) The Contractor shall warrant the Work covering both labour and material for a minimum period of two (2) years (except where noted otherwise) from the date of completion, or such longer periods as may be specified for certain products or systems, to the satisfaction of the Owner and extend the warranty on replaced parts and workmanship for a period of one (1) year from the date of acceptance of the replacement parts and workmanship.

(2) The warranty given pursuant to this section shall not limit extended warranties on any items of equipment or material called for elsewhere in the Specifications.

(3) The Contractor shall, to the extent permitted by manufacturers and suppliers, assign the Owner the benefit of any warranty by any manufacturer or supplier in addition to the warranty as provided in subsection 5.4 (1) above.

Part 6

Time

6.0 Time is of the essence of the contract.

Any alleged oral agreement or arrangement made by Bidder or Contractor with the owner or an employee, will be disregarded unless subsequent confirmation of authorization is documented in an addendum.

- End of Document-

Fair Wage Policy

Application

1. The **Toronto Community Housing** Fair Wage Policy shall apply to all construction contracts with **Toronto Community Housing**.

2. The **Toronto Community Housing** Fair Wage Policy shall also apply to all general classification contracts for services with **Toronto Community Housing**.

3. Every contractor and sub-contractor shall be required to pay in total value an amount equal to or greater than those wages and benefits as set out in the Fair Wage Schedule of the **Toronto Community Housing** Fair Wage Policy.

4. The provisions of the Fair Wage Policy apply equally to contractors and all subcontractors engaged in work for **Toronto Community Housing**. A contractor is fully responsible for ensuring that all of its sub-contractors comply with the Fair Wage Policy and the Fair Wage Schedule. It is understood that contractors cannot sub-contract work to any sub-contractor at a rate lower than that established by this policy. Contractors or general contractors will be responsible for any violation or non-compliance issues arising from the engagement of any sub-contractor on **Toronto Community Housing** work.

5. The fair wage rates do not apply to small businesses, typically those with owner operators, or partnerships, or principals of companies where these small businesses undertake the work themselves.

Definitions

Workers

"workers" means those persons employed by the contractor or sub-contractor in positions, classifications or trades identified in the Fair Wage Schedule for the performance of work on a contract with **Toronto Community Housing**.

Fair Wage Schedule

"Fair Wage Schedule" means the published schedule of wages and benefits for the performance of construction work on **Toronto Community Housing** construction contracts and the performance of work set out in the general classifications,

Benefits

"Benefits" means a pension plan or RRSP's (or equivalent), major medical plans, dental plans including vacation/holiday pay or an appropriate amount in lieu thereof as set out in the Fair Wage Schedule.

Contractor

"Contractor" means any person, firm or corporation having a contract with **Toronto Community Housing** for the performance of work but does not include any person, firm or corporation that only supplies materials for the contract.

Sub-contractor

"Sub-contractor" means any person, firm or corporation performing work under an agreement with a contractor having a contract with **Toronto Community Housing** or an agreement under the contractor with another sub-contractor for the performance of work but does not include any person, firm or corporation that only supplies materials for the contract

Wages

"wages" or "rates of wages" means the basic hourly rate of pay as set out in the Fair Wage Schedule.

Fair Wage Policy and Provisions

1. **Toronto Community Housing** shall notify every person bidding on **Toronto Community Housing** contracts of the existence of this Fair Wage Policy (and the Fair Wage Schedule) and shall provide copes of the same to such bidders.

2. The contractor and its sub-contractor shall be responsible for only those Fair Wage Schedule rates that exist as of the closing date of any tender.

3. For all applicable contracts with **Toronto Community Housing**, the contractor shall provide to **Toronto Community Housing**, in a form acceptable to **Toronto Community Housing**, a sworn statement confirming that the contractor and its sub-contractor(s) intend to comply with the Fair Wage Policy and Fair Wage Schedule and are in compliance with the Fair Wage Policy and the Fair Wage Schedule. These sworn statements shall be provided to **Toronto Community Housing**:

   (a) prior to the contract being awarded;

   (b) along with any request for progress payments; and

(c) With respect to construction contracts, after substantial performance of the construction contract (as defined in the *Construction Lien Act* of Ontario) and prior to release of any hold back.

4. **Toronto Community Housing** reserves the right not to release all or part of any payment or any hold back on any contract until such contractor's applicable sworn statement of compliance is received and found to be satisfactory by **Toronto Community Housing**.

5. The contractor or sub-contractor shall attach to all accounts rendered for payment of money upon the contract a record of payment to workers in compliance with this policy along with a statutory declaration affirming that the requirements of this policy have been fully complied with, including the employee notification requirement as set out in paragraph 22, by both itself and any sub-contractor providing services on the contract.

6. The contractor shall pay or cause to be paid weekly or biweekly to every worker employed in the execution of the contract wages at the following rates:

   (i) where the contractor or sub-contractor is in a contractual relationship with a Union recognized by the Ontario Labour Relations Board as the bargaining agent for the relevant workers, the applicable rate of wages set out in the collective agreement; and

   (ii) where **Toronto Community Housing** is in a contractual relationship with a Union, as set out in the Fair Wage Schedule, the applicable rate of wages set out in the collective agreement; and

   (iii) where there is no such contractual relationship, a rate not less than that set out for such work in the Schedule of Wage Rates as determined from time to time and published by the **Toronto Community Housing** (hereinafter called the "**Toronto Community Housing** Fair Wage Schedule")

7. The contractor or subcontractor shall comply with the *Ontario Human Rights Code* and without limiting the generality of the foregoing shall not discriminate against workers or applicants for employment as workers because of race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, age, marital status, family relationship and disability.

8. The contractor or subcontractor shall at all times comply with **Toronto Community Housing**' On-Site Health and Safety Policy and the *Occupational Health and Safety Act* and its regulations and take every precaution reasonable in the circumstances for the protection of workers. If the contractor sub-contracts any or all of the work to be performed, the contractor will ensure the sub-contractors are qualified to perform the work or services and comply with the *Occupational Health and Safety Act* and its regulations.

Records

9. **Toronto Community Housing** has the authority to request any information respecting wages or workers, names of workers, records of amounts paid to each, paysheets, original books, etc. that may be desired by **Toronto Community Housing** in connection with the work completed by a contractor or a sub-contractor.

10. The contractor shall:

    (i) at all times keep a list of the names, addresses, wages paid, benefits paid or provided and hours worked for all of its employees of all workers employed in the work and a record of the amounts paid to each;

    (ii) from time to time, if demanded by **Toronto Community Housing**, provide a certified copy of all paysheets, lists, records, books or any other document or thing relating to the contractors employees and keep the originals thereof open at all times for examination by **Toronto Community Housing**; and

    (iii) at all times furnish and disclose to **Toronto Community Housing** any other information respecting wages of workers that may be desired by **Toronto Community Housing** in connection with the contracted work.

    (iv) ensure that their employees obtain a signature from the superintendent or foreman of the job which will verify the working time on the job.

11. The contractor shall, in any agreement with a sub-contractor, require the subcontractor to:

    (i) keep records of the names, addresses, wages paid, benefits paid or provided and hours worked for all of its employees;

    (ii) make these records available for inspection by **Toronto Community Housing** upon request by **Toronto Community Housing**; and

    (iii) require its sub-contractor to assume the same obligations in relation to their own employees.

    (iv) ensure that their employees obtain a signature from the superintendent or foreman of the job which will verify the working time on the job.

12. When requested, the contractor or sub-contractor shall be required to provide the records referred to in paragraphs 9 and 10 above within (30) calendar days of the date **Toronto Community Housing** provides notice of such request.

Complaints and Enforcement

13. **Toronto Community Housing** shall have the authority to receive and investigate complaints as to any matter or thing relating to this Policy.

    All complaints must be submitted in writing to the Director of Employee Services and Labour Relations of **Toronto Community Housing** no later than thirty (30) days following the substantial performance of the:

    (a) relevant **Toronto Community Housing** contract where a complaint is being made against a contractor; or

    (b) relevant subcontract to a **Toronto Community Housing** contract where a complaint is being made against a sub-contractor.

14. **Toronto Community Housing** shall have the authority to waive the timelines set out in paragraph 12 above where it considers appropriate, and may investigate any claim made under this policy for a period of six months following the substantial completion of a contract.

15. In case of any dispute as to the rate of wages to be paid under the contract or as to the amount to be paid to any worker pursuant to the **Toronto Community Housing** Fair Wage Policy, the decision of **Toronto Community Housing** shall be final and binding upon all parties.

16. Where a contractor is found to be in non-compliance of the Fair Wage Policy and the Fair Wage Schedule, **Toronto Community Housing** shall refuse to accept bids, quotations or proposals from such contractor on **Toronto Community Housing** contracts, until such time as it is satisfied that the matter giving rise to the complaint has been satisfactorily resolved.

17. Where a sub-contractor is found to be in non-compliance of the Fair Wage Policy and the Fair Wage Schedule, **Toronto Community Housing** shall refuse to allow such sub-contractor from performing any work for **Toronto Community Housing** until such time as it is satisfied that the matter giving rise to the complaint has been satisfactorily resolved.

Audits

18. **Toronto Community Housing** will conduct audits of contractor and sub-contractor records and work sites. Notice will not be given to contractor or sub-contractor of impending audit.

Disqualification Provisions

19. When a contractor or any sub-contractor is found to be in non-compliance with the provision of the Fair Wage Policy in two (2) separate instances over a period of three (3) years inclusive, the

Fair Wage Officer must report and may recommend to the Board of Directors that the said contractor or sub-contractor be disqualified from conducting business with **Toronto Community Housing** for a period of two (2) years inclusive.

20. After the disqualifying period is over, the said contractor or sub-contractor will be placed on probation for the next contract year. If another non-compliance violation occurs, the Fair Wage Officer must report and may recommend to the Board of Directors that the said contractor or sub-contractor be disqualified from conducting business with **Toronto Community Housing** for an indefinite period of time.

21. Disqualified firms will be published on the **Toronto Community Housing** web site.

Posting and Distribution Requirements

22. The contractor and any sub-contractor shall use all reasonable efforts to post and keep posted a copy of this “Fair Wage Policy” in a conspicuous place in every workplace of the contractor and sub-contractor. Additionally, each contractor and sub-contractor shall provide to each employee a copy of the **Toronto Community Housing** Fair Wage Policy and the Fair Wage Schedule along with the employee’s first pay cheque performed under a construction contract.

Report to Board of Directors

23. **Toronto Community Housing** shall provide an annual report to the Board of Directors that shall include but is not limited to such information as the operation and enforcement of the Fair Wage Policy.

Fair Wage Schedule: Residential Work 2006

Trade	Effective Date	Hourly Rate	*Vacation & Holiday Pay	*Fringe Benefits
Asbestos Mechanics	Nov 1, 2006	$29.92	10%	$8.08
Bricklayers: High Rise	Nov 1, 2006	$31.54	10%	$7.60
Bricklayers: Low Rise	Nov 1, 2006	$31.54	10%	$7.60
Carpenters: High Rise	Nov 1, 2006	$29.26	10%	$6.06
Carpenters: Low Rise	* see note on page 9			
Carpenters: Low Rise Trim				
Combustion Mechanics (Boilermakers)	Nov 1, 2006	$31.72	12%	$7.95
Drywall Taper (Plasterer)	Nov 1, 2003	$29.45	10%	$9.79
Electrical Workers (House Wiring)	Nov 1, 2006	$29.45	10%	$8.01
Elevator Constructors	Nov 1, 2006	$37.26	12%	$3.56
Glaziers	Nov 1, 2006	$30.24	10%	$4.97
Iron Workers (Ornamental & Structural)	Nov 1, 2006	$28.16	10%	$8.42
Labourer (Apartments)	May 1, 2003	$21.16	10%	$5.41
Labourer (Houses)	May 1, 2003	$20.03	10%	$5.17
Landscape Labourer (Housing Low Rise - New Construction Only)	Nov 1, 2006	$20.95	10%	$7.39
Marble Mason: Tile Layer	Nov 1, 2006	$27.50	10%	$3.80
Lathers & Boardperson & Insulation Person	Nov 1, 2006	$29.45	10%	$9.79
Painter & Decorator	Nov 1, 2006	$29.02	10%	$5.08
Plumbers: High Rise	Nov 1, 2006	$33.25	10%	$9.07
Plumbers: Low Rise	Nov 1, 2006	$30.86	10%	$7.40
Refrigeration Mechanics	Nov 1, 2006	$35.60	10%	$7.50
Resilient Floor Workers	Nov 1, 2006	$27.50	10%	$5.73
Restoration Steeplejacks	Nov 1, 2006	$26.53	10%	$3.21
Sheet Metal Workers: (High Rise)	May 1, 2003	$26.53	10%	$4.18
Sheet Metal Workers: (Low Rise)	May 1, 2003	$25.90	10%	$4.18
Sprinkler (Automatic Fire)	Nov 1, 2006	$30.16	8%	$2.13
CONCRETE & DRAIN SECTION				
Concrete & Drain Worker (Labourer) (Low Rise)	May 1, 2003	$22.80	10%	$5.29
Pipelayer (Low Rise)	May 1, 2003	$23.70	10%	$5.29
Cement Finisher (Low Rise)	Nov 1, 2006	$28.79	10%	$6.75
Carpenter: Formsetter ***(See Note 1)**	Nov 1, 2006	$29.26	10%	$6.75
Combination Skilled Worker ***(See Note 2)**	May 1, 2003	$24.61	10%	$5.29
Drivers of Trucks (Under 10,000 GVW)	Nov 1, 2006	$24.46	10%	$5.60

Trade	Effective Date	Hourly Rate	*Vacation & Holiday Pay	*Fringe Benefits
Drivers of Trucks (Over 10,000 GVW)	Nov 1, 2006	$24.94	10%	$5.60
Working Foreperson (Low Rise)	May 1, 2003	$26.41	10%	$5.29
***NOTE 1:** It is expressly understood that the Carpenter/Formsetter rate will apply only to those employees able to set grades for concrete, lay drains, finish concrete, and actually cutting and installing formwork for stairways, landings, balconies, verandas and fireplaces. (Not applicable to setting door window or window sills, garage floor bulkheads, sidewalk or deck forms)				
***NOTE 2:** The category of Combination Skilled Worker applies to an Employee who is skilled and actually performs pipelaying, cement finishing and carpenter, formsetter work				
CONCRETE FORMING (RESIDENTIAL HIGH RISE)				
Form Builder-Setters Carpenter	May 1, 2003	$26.60	10 %	$5.43
Reinforced Concrete Workers: Persons engaged in placing reinforcing steel bars; Concrete Finishers; Form Builder Setter Improvers; Pre-Stress Concrete Cable Places and Installers; Post-Tensioning Concrete Cable Placers and Installers	May 1, 2003	$26.32	10 %	$5.43
Form Helpers	May 1, 2003	$24.79	10%	$5.43
Layout Person	May 1, 2003	$27.05	10%	$5.43
Working Foreperson	Minimum rate of one dollar ($1.00) per hour more than the prevailing rate of the people supervised in that classification			
Working Crew Leader	May 1, 2003	$30.33	10%	$5.29
Form Setter	Nov 1, 2006	$29.45	10%	$6.75
Form Setter Helper	Nov 1, 2006	$28.50	10%	$6.75
Labourer	Nov 1, 2006	$26.84	10%	$6.75
Brush Coat Leader	Nov 1, 2006	$29.21	10%	$6.75
Brush Coater	Nov 1, 2006	$28.26	10%	$6.75
Steel Installer	May 1, 2003	$26.72	10%	$5.29
OPERATING ENGINEERS				
Class 1: Engineers operating shovels, backhoes, hoptoes, draglines, gradalls, tower hoist (brake & friction type) cranes, Pittman (10 ton capacity and over) & similar equipment. Heavy duty mechanics and welders, survey instrument person, self-propelled drills and truck mounted drills	Nov 1, 2006	$28.41	10%	$8.30
Class 2: Operators of bulldozers, tractors, scrapers, emcoes, graders, overhead loaders, front-end loaders, fork-lifts, Pitman type cranes under 10 ton capacity, industrial tractors with excavating attachments and compressor operators	Nov 1, 2006	$28.49	10%	$8.30

Trade	Effective Date	Hourly Rate	*Vacation & Holiday Pay	*Fringe Benefits
Class 3: Operators of person and material hoists on residential highrise buildings, senior rodperson, tuggers	Nov 1, 2006	$27.18	10%	$8.30
Class 4: Operators of material hoists (with remote control) on residential highrise buildings	Nov 1, 2006	$26.69	10%	$8.30
Class 5: Oiler-gradeperson and oil-drivers, mechanic's helpers and serviceperson, bobcat and kubota type backhoe operators, junior rodperson, utility operators, compaction equipment	Nov 1, 2006	$25.55	10%	$8.30
FORMWORK	**Applicable to Residential High-Rise Concrete Forming ork**			
OPERATING ENGINEERS				
Class 1: Engineers operating shovels, backhoes, hoptoes, draglines, gradeall, tower hoist (brake & friction type), cranes pitman (10 ton capacity & over) & similar equipment, heavy duty mechanics & welders, survey instrument man, self-propelled drills & truck mounted drills	May 1, 2003	$21.18	10%	$4.70
Class 2: Operators of bulldozers, tractors, emcoes, graders, overhead loaders, front end loaders, fork lifts, Pitman type cranes under 10 ton capacity, industrial tractors with excavating attachments and compressor operators	May 1, 2003	$20.72	10%	$4.70
Class 3: Operators of man and material hoists on residential highrise buildings, senior rodman, tuggers	May 1, 2003	$18.47	10%	$4.70
Class 4: Operators of material hoist (with remote control) on residential high rise buildings	May 1, 2003	$17.57	10%	$4.70

***NOTE:** A number of the rates as set out in this schedule are subject to change as a result of current contract negotiations within the construction sector. These rates will be updated accordingly once those negotiations have been completed.

Iron Workers: (Structural, architectural): includes Rivetters, Riggers, Heaters, Sash Erectors and Machinery Movers.

***Benefits:** "Benefits" means a pension plan or RRSP's (or equivalent), major medical plans, and dental plans.

For contractors that do not offer "benefits" to their workers, the benefits hourly rate shall be added to the hourly rate or weekly rate as shown above

Fair Wage Schedule: I.C.I. Work 2006

* Industrial, Commercial, Institutional

Trade	Effective Date	Hourly Rate	*Vacation & Holiday Pay	*Fringe Benefits
Asbestos Mechanics	Nov 1, 2006	$31.49	10%	$8.08
Asbestos Remover Beginner	Nov 1, 2006	$13.00	10%	$5.08
Asbestos Remover/Mould Removers	Nov 1, 2006	$23.25	10%	$5.08
Bricklayers & Stonemasons	Nov 1, 2006	$33.20	10%	$7.60
Bricklayers Labourers	Nov 1, 2006	$29.73	10%	$7.61
Builders Labourers	Nov 1, 2006	$28.36	10%	$7.61
Carpenters	Nov 1, 2006	$30.80	10%	$9.00
Cement (Finishers)	Nov 1, 2006	$30.73	10%	$7.03
Cement (Masons)	Nov 1, 2006	$30.73	10%	$7.03
Caulkers (Carpenters)	Nov 1, 2006	$29.15	10%	$6.38
Combustion Mechanics (Boilermakers)	Nov 1, 2006	$33.39	12%	$7.95
Concrete Labourers	Nov 1, 2006	$28.74	10%	$7.61
Demolition Labourers	Nov 1, 2006	$22.20	10%	$6.50
Demolition Qualified Burners (torchperson)	Nov 1, 2006	$24.11	10%	$6.50
Drywall Taper (Plasterer)	Nov 1, 2006	$33.55	10%	$5.08
Electrical Workers	Nov 1, 2006	$33.13	13%	$8.01
Elevator Constructors	Nov 1, 2006	$39.22	12%	$3.56
Formwork Labourers	Nov 1, v06	$28.74	10%	$7.61
Foreman Swamper	Nov 1, 2006	$29.65	10%	$7.61
Glaziers	Nov 1, 2006	$31.83	10%	$4.97
Iron Workers (Ornamental)	Nov 1, 2006	$29.64	10%	$8.42
Iron Workers (Structural)	Nov 1, 2006	$31.93	10%	$8.42
Jackhammer Operations Labourers	Nov 1, 2006	$28.74	10%	$7.61
Labourer-Cleaner (Sorter Labourer)	Nov 1, 2006	$22.29	10%	$7.61
Landscape Irrigation Pipelayers	Nov 1, 2006	$22.55	10%	$7.39
Landscape Labourers	Nov 1, 2006	$22.05	10%	$7.39
Lathers (Drywall Acoustics, Boarders, Insulation)	Nov 1, 2006	$31.00	10%	$6.98
Marble Masons	Nov 1, 2003	$31.57	10%	$6.24
Marble & Tile Helpers	Nov 1, 2003	$30.09	10%	$6.24
Millwrights	Nov 1, 2006	$33.40	10%	$8.54
Mortarperson Labourers	Nov 1, 2006	$29.73	10%	$7.61
Painters & Decorators	Nov 1, 2006	$30.55	10%	$5.08

Trade	Effective Date	Hourly Rate	*Vacation & Holiday Pay	*Fringe Benefits
Traffic Sign – Casual Labourers	Nov 1, 2006	$20.00 $17.00	10%	$4.04 $4.44
Pavement Markers – Casual Labourers	Nov 1, 2006	$17.00	10%	$5.04
Pavement Markers - Labourers	Nov 1, 2006	$20.00	10%	$2.10
Pit Miner Driller, Casissons & Wagon Driller	Nov 1, 2006	$28.67	10%	$7.61
Plasterers' Labourers	Nov 1, 2006	$27.25	10%	$5.96
Plumbers & Steamfitters	Nov 1, 2006	$32.40	10%	$9.33
Refrigeration Mechanics	Nov 1, 2006	$37.47	10%	$7.50
Resilient Floor Workers	N0v 1, 2006	$29.79	10%	$7.29
Restoration Steeplejacks	Nov 1, 2006	$27.63	10%	$3.21
Rod Installer	Nov 1, 2006	$31.19	10%	$8.05
Roofer (Foreperson)	Nov 1, 2006	$31.19	10%	$8.05
Roofer (Journeyperson)	Nov 1, 2006	$32.75	10%	$5.75
Roofer (Material Handler)	Nov 1, 2006	$31.49	10%	$5.75
Sheet Metal Workers	Nov 1, 2006	$31.08	10%	$8.95
Sheeter/Decker Mechanic	Nov 1, 2006	$30.08	10%	$8.95
Sheeter/Decker Assistant	Nov 1, 2006	$26.61	10%	$8.12
Sheeter/Decker Material Handler	Nov 1, 2006	$24.45	10%	$6.95
Sheeter/Decker: Probationary Employee	Nov 1, 2006	$16.77	10%	$3.03
Sprinkler (Automatic Fire)	Nov 1, 2006	$35.94	10%	$6.95
Tile & Terrazzo Mechanics	Nov 1, 2006	$31.40	10%	$6.24
Tile & Terrazzo Helpers	Nov 1, 2006	$30.09	10%	$6.24
Vibrator Labourers	Nov 1, 2006	$29.65	10%	$7.61
Watchperson & Flagperson when Labourers are employed as Watchperson	Nov 1, 2006	$26.36	10%	$7.61
Waterblasters	Nov 1, 2006	$27.05	10%	$5.96
Waterproofers	Nov 1, 2006	$30.45	10%	$7.39
Welders (Acetylene, Electric, etc.)	Same rate as the highest trade with whom they are working.			
Welder (Certified)	Nov 1, 2006	$29.13	10%	$5.84
Working Foreman/Woman	Nov 1, 2006	$30.48	10%	$5.84

Trade	Effective Date	Hourly Rate	*Vacation & Holiday Pay	*Fringe Benefits
TRUCK DRIVERS CLASSIFICATIONS **Class 1**- Warehouse and storekeeper, float truck and trailer load bearing boom truck, haulpick driver	Nov 1, 2006	$28.49	10%	$7.05
Class 2 - Ready mix, euclid type, DW 20 & 21 rear end, ejectors, and belly dumps, farm tractor, driver with 5th wheel hook up, ready mix	Nov 1, 2006	$28.44	10%	$7.05
Class 3 - Dumpcrete, fork lift driver, 5 ton and over in warehouse, compound and storage area	Nov 1, 2006	$28.39	10%	$7.05
Class 4 - Dump Truck, service trucks, flat and stake trucks, fuel trucks, bulk lift, form tractor operators, warehouse helper, fork lift driver and 5 tons	Nov 1, 2006	$28.34	10%	$7.05
FOREMAN/WOMAN: $1.00/hou**r over all Class Rates.** **DRIVERS HOURS OF WORK:** ICI - 40 hours **SITE PREPARATION:** 45 hours				
GENERAL CONTRACTORS SECTIONS				
1.1. (A) Engineers operating: cranes with a manufacturer's rating of 200 ton capacity and over	Nov 1, 2006	$32.93	10%	$8.98
1.1 (B) Engineers operating: cranes with a manufacturer's rating of 100 ton capacity and up to 199 ton capacity, skyway, climbing, G.C.I., hammerhead and kangaroo type cranes	Nov 1, 2006	$32.47	10%	$8.98
1.2 (A) Engineers operating: all conventional and hydraulic type cranes, save and except those ser out in Article 1.1 above, 15 ton capacity and over boom truck, clmas, shovels, gradalls, backhoes, draglines, piledrivers, all power derricks, gantry cranes, caisson, boring machines (over 25 HP), and similar drill rigs, mine hoists, and all similar equipment working on land or water, overhead cranes, chimney hoists, multiple drum hoists, single drum hoists of manual friction and brake type, and all similar equipment, dredges- suction and dipper, hydraulic jacking equipment on vertical slip forms, hydraulic jacking poles, creter cranes, and hydraulic scooper. Heave duty mechanics, qualified welders and 2nd Class Stationary Engineers. Mobile pumpcrete with 42 meter boom and over.	Nov 1, 06	$31.73	10%	$8.98

Trade	Effective Date	Hourly Rate	*Vacation & Holiday Pay	*Fringe Benefits
1.2 (B) Pitman type cranes of 10 ton capacity and over	Nov 1, 2006	$31.25	10%	$8.98
1.3 Operators of: air tuggers used for installation of vessels, tanks machinery and for steel erection; side booms on land or water; man and material hoist and single drum hoists 12-stories and under not of a manual friction and brake type; elevators except as set out in Article 1.6, mono-rails, bullmoose type, equipment of 5-ton capacity or over; air compressor feeding low pressure into air locks, tunnel mole, 3rd Class Stationery Engineers. Mobile pumpcrete save and except those listed in 1.2 (A) above.	Nov 1, 2006	$30.77	10%	
1.4 Operators of: bulldozers (including 815 type) tractors, scrapers, graders, emcos, overhead and front-end loaders side loaders, industrial tractors with excavating attachments, trenching machines, and all similar equipment. Pitman type cranes under 10-ton capacity, mobile pressure grease units, mucking machines, hydraulically operated utility pole hole diggers, and Dinky locomotive type engines. 4th Class Stationery Engineers. Kubota type backhoe and skid steer loader.	Nov 1, 2006	$30.61	10%	$8.98
1.5 Operators of: batching and crushing plants, 6" discharge pumps and over, wellpoint systems and all similar systems, concrete mixers of 1 cubic yard and over, gas, diesel, or steam driven generator over 50 HP (portable), fork lifts over 8' lifting height, air tuggers except those in Group 1.3, Caisson boring machines (25 HP and under), drill rigs, post hole diggers, portable air compressors 150 CFM and over, and concrete pumps, signal person	Nov 1, 06	$28.27	10%	$8.98
Operators of: boom trucks, "A" Frames driver mounted compaction units, bullmoose type equipment under 5-ton capacity, fork lifts 8' and under in lifting height and conveyors. Fireman/Woman. Permanent automatically controlled elevators on commercial and institutional buildings.	Nov 1, 2006	$27.27	10%	$8.98

Trade	Effective Date	Hourly Rate	*Vacation & Holiday Pay	*Fringe Benefits
1.7 (A) Operators of: Pumps under 6" discharge where 3 or more pumps are employed on the same job site, hydraulic jacking equipment for underground operations, portable air compressors under 150 CFM where attendant is required, and driver mounted power sweepers. Attendant for forced air, gas or oil burning temporary heating units of 500,000 BTU's or over per hour, or 5 or more on the same job site. Oilers, oil-drivers, and mechanics helpers	Nov 1, 2006	$26.08	10%	$8.98
1.7 (B) 1st Year Oilers	Nov 1, 2006	$25.74	10%	$8.98
Surveyors:				
Instrument Person	Nov 1, 2006	$28.00	10%	$8.98
Senior Rodperson	Nvo 1, 2006	$25.34	10%	$8.98
Junior Rodperson	Nov 1, 2006	$22.66	10%	$8.98

HOURS OF WORK AND OVERTIME

(A) **For builing Construction (Operating Engineers)**

Eight (8) hours/day, 40 hours/week, Monday to Friday, inclusive, time and one-half of the regular day shift rate shall be paid for the first hour of overtime; all work in excess of hours noted & Sataurday and Holidays, double the regular day shift rate.

(B) **Excavations, Site Prepation, Sewers and Watermains**

Site preparation shall mean the excavating of ground to sub-grade level and shall not include pile-driving, drilling, boring ductwork or tunnel work.

Ten (10) hours/day, 50 hours/week, Monday to Friday inclusive

IRON WORKERS

(Structural, architectural): includes Rivetters, Riggers, Heaters, Sash Erectors and Machinery Movers.

***FRINGE BENEFITS**

"Fringe Benefits" shall include such benefits as company pension plans, apprenticeship training, extended health care benefits, dental and prescription drugs, etc. It does NOT include payroll burden deductions such as C.P.P., E.H.T, W.S.I.B., E.I.C., etc.

For contractors that do not offer "benefits" to their workers, the benefits hourly rate shall be added to the hourly rate or weekly rate as shown above.

Fair Wage Schedule: General Classifications 2006

Trade	Effective Date	Hourly Rate	*Vacation & Holiday Pay	*Fringe Benefits
Security Guards (Basic & Night Watchperson)	Nov 1, 2006	$9.01	4%	$0.40
Security Guards (Alarms, CCTV Control, etc.)	Nov 1, 2006	$11.13	4%	$0.40
Security Guards (K-9 Unit)	Nov 1, 2006	$13.86	4%	$0.40
Security Guards (Armed)	Nov 1, 2006	$14.93	4%	$0.40
BUILDING CLEANING & MAINTENANCE				
Cleaner (Light Duty)	Nov 1, 2006	$10.07	4%	$0.87
Cleaner (Heavy Duty)	Nov 1, 2006	$11.66	4%	$0.87
Handyman/Woman (General Maintenance & Snow Removal)	Nov 1, 2006	$14.58	4%	$0.55
Window Cleaners: Interior/Exterior	Nov 1, 2006	$10.34	4%	$0.55
Ladder	Nov 1, 2006	$13.25	4%	$0.40
High Rise	Nov 1, 2006	$19.09	4%	$0.40
LANDSCAPING				
Labourers (New) (First 1200 hours only	Nov 1, 2006	$20.85	10%	$6.84
Labourers (including sod roller operators)	Nov1, 2006	$23.50	10%	$6.84
Landscape Gardeners, Farm Tractors without excavating attachments fork lifts, truck divers, load bearing boom truck Operators, machine driven tools on any other equipment that is operated by remove control.	Nov 1, 2006	$23.65	10%	$6.84
Form setters, concrete finishers, landscape stone setters of all types, landscape brick setters, landscape irrigation, pipe layers, float drivers, reinforcing steelperson, drillers of all types, high pressure water equipment, small trenchers, mini-skid steel loaders, and all other similar small equipment	Nov 1, 2006	$24.00	10%	$6.84
Drivers of Farm Tractor with pulverizing or fine grading equipment	Nov 1, 2006	$24.80	10%	$6.84
Dozer & Loader Operator & Backhoe Operator	Nov 1, 2006	$24.95	10%	$6.84
Grader Operator	Nov 1, 2006	$25.05	10%	$6.84
GARAGE CONCRETE REPAIRS AND RESTORATION				
Carpentry and Hydro Demolisher	Nov 1, 2006	$25.30	10%	$4.90
Skilled Workers	Nov 1, 2006	$22.80	10%	$4.90
Unskilled Labourer	Nov 1, 2006	$17.20	10%	$4.90

*__FRINGE BENEFITS__

"Fringe Benefits" shall include such benefits as company pension plans, apprenticeship training, extended health care benefits, dental and prescription drugs, etc. It does NOT include payroll burden deductions such as C.P.P., E.H.T., W.S.I.B., E.I.C., etc.

For contractors that do not offer "benefits" to their workers, the benefits hourly rate shall be added to the hourly rate or weekly rate as shown above.

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Anti-Racism Policy Statement

Toronto Community Housing

Toronto Community Housing and its legacy and affiliated companies have forms of policy challenging racism, including Multiculturalism and Race Relations Policies and Anti-Discrimination Policies.

Within this policy framework, several programs and services have been offered, including: breakfast programs for children; education and training for all staff; employment outreach and recruitment; anti-racism study circles and race relations promoters; Board of Directors Race Relations Committees; translation and interpretation services; and other programs aimed at increasing Toronto Community Housing (TCH) tenant capacities and supporting their involvement in the life of their communities.

As an organization committed to “best practice” implementation, **Toronto Community Housing** believes that the racial diversity of our community is a source of social, cultural and economic enrichment and strength.

Toronto Community Housing also recognizes that individuals and groups from subordinate racialized communities residing within TCH suffer as a result of racial harassment and discrimination in their efforts to access services and to derive equal benefit from the services, programs, employment and decision-making opportunities directly and indirectly provided, purchased and contracted by **Toronto Community Housing**.

To address this matter, **Toronto Community Housing** is committed to developing and implementing a comprehensive anti-racism strategy and action plans to ensure that individuals and groups from subordinate racialized communities residing within TCH have access to racially sensitive culturally-appropriate services, and are able to effectively participate in the planning, development and delivery of services directly and indirectly provided, purchased and contracted by **Toronto Community Housing**.

Human Rights, Harassment and Fair Access Policy

Toronto Community Housing recognizes that contemporary Toronto is made up of many peoples and cultures, including Aboriginal Canadians. **Toronto Community Housing** is committed to providing an inclusive housing and working environment in which all individuals are equally valued and fairly treated. To achieve this, **Toronto Community Housing** is prepared to take pro-active measures to eliminate harassment and discrimination in accommodation, employment, delivery of services, and in all other contract arrangements.

This Human Rights, Harassment and Fair Access Policy reflects the requirements of the Human Rights Code and policies established by the City of Toronto.

Policy Statement

Toronto Community Housing will not tolerate, ignore, or condone any form of discrimination, harassment or barrier in employment, housing, contracting and delivery of its services. All employees, contractors, agents, tenants, Board Directors, volunteers and appointees who serve on committees established by **Toronto Community Housing** are bound by this policy in their dealings with **Toronto Community Housing**. They have a duty to actively promote and support human rights, to remove barriers to equality and to refrain from harassment and discrimination. **Toronto Community Housing** is committed to promoting a climate of understanding and mutual respect where each member of the **Toronto Community Housing** community is able to derive benefits and to participate fully to the development and well being of the community.

Distinct protections concerning the occupancy of accommodation, delivery of services, contract arrangements and employment is described below.

Occupancy of Accommodation: All tenants, legal occupants, and their guests have a right to equal treatment with respect to the occupancy of a unit, without discrimination or harassment by its landlord's contractor(s), agent(s) or tenants because of race, ancestry, place of origin, colour, ethnic origin, citizenship,* creed or religion, sex, sexual orientation, same-sex partnership status, gender identity**, age***, marital status, family status, receipt of public assistance, political affiliation, disability or English-language proficiency.

* Citizenship, permanent resident or refugee claimant status is one of the requirements for receiving "rent geared to income" subsidy

** Gender identity: an individual's sense of being male or female which may or may not conform to his or her birth-assigned sex

*** Age means sixteen years or older who have removed themselves from parental control and are able to live independently

Services and Facilities: Every person has a right to equal treatment with respect to receipt of goods and services, and use of **Toronto Community Housing** facilities, without discrimination or harassment by **Toronto Community Housing**, its contractor(s) or agent(s) because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed or religion, sex, sexual orientation, same-sex partnership status, gender identity, age, marital status, family status, receipt of public assistance or disability.

Contracts: Every person having legal capacity has a right to contract on equal terms without discrimination by **Toronto Community Housing** or its contractor(s) or agents because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed or religion, sex, sexual orientation, same-sex partnership status, gender identity, age, marital status, family status, receipt of public assistance, political affiliation or disability.

Employment: Every person has a right to equal treatment with respect to employment without discrimination or harassment by **Toronto Community Housing**, its contractor(s), agent(s), employee(s) or tenant(s) because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed or religion, sex, sexual orientation, same-sex partnership status, gender identity, age, record of offences, marital status, family status, receipt of public assistance, disability, political affiliation, membership in a union or staff association, or any other prohibited ground.

No Retaliation: Toronto Community Housing prohibits any punitive action against individuals who pursue their rights under this policy. This protects individuals who:

- make a complaint that he or she reasonably and honestly believes to be true
- take part as a witness in an investigation
- are associated with either the complainant, the respondent or a witness during the complaint process

Anyone who retaliates against someone who has pursued his or her rights may face corrective action.

Definitions

Various terms require definition. The most important are "discrimination", "adverse effects or systemic discrimination", "duty to accommodate" and "harassment".

Discrimination: Discrimination is any practice or behaviour, whether intentional or not, that has a negative effect on an individual or group based on a prohibited ground e.g. disability, sex, race, and sexual orientation. A decision to deny a benefit that relies on any of these grounds, unrelated to a

person's abilities, is prohibited. Discrimination may arise as a result of differential treatment or it may result from the unequal effect of applying general rules to everyone. In either case, if the effect of the behaviour or practice on the individual is to deny or limit access to housing accommodation, goods, services, facilities, employment, or contracts available to others, it is discrimination.

Adverse Effects or Systemic Discrimination: If a behaviour or practice has a disproportionate negative effect on a particular group of persons who are identified by a prohibited ground, this is “adverse effects” discrimination. For example, a job screening criteria for persons measuring over a certain height or weight may favour men over women, Europeans over Asians etc. and is discrimination if the screening criteria is not relevant to job performance.

The Duty to Accommodate and Equal Treatment: Equal treatment is treatment that brings about an equality of results. If applying a general rule has an adverse effect on an individual because he or she belongs to a group that is identifiable by a prohibited ground, **Toronto Community Housing** has a duty to accommodate the individual. **Toronto Community Housing** must re-examine the general rule to minimize or eliminate the adverse impact. In some instances, different approaches or an accommodation may be required to achieve equal access to goods, services and opportunities within **Toronto Community Housing**. Accommodation could be an adjustment of **Toronto Community Housing** rules to eliminate unequal effects, short of causing undue hardship to **Toronto Community Housing**.

The accommodation must reduce barriers that impede access to goods, services and opportunities within **Toronto Community Housing**. For example, to give all employees equal access to a building, it may be necessary to provide a ramp for those who require the use of a wheelchair.

Harassment: Harassment means comment or conduct that a person knows or ought to know would be unwelcome. Harassment may result from one incident or a series of incidents. Examples of harassment include offensive and embarrassing comments, derogatory remarks, threats, inappropriate jokes, innuendoes and teasing; insulting gestures; practical jokes that result in embarrassment; electronic or physical display of pin-ups, pornography, demeaning or sexually explicit materials; actions that invade privacy; spreading rumours that damage a person’s reputation; threats to disclose that someone is gay or lesbian; physical or verbal attacks on people who are gay or lesbian; refusing to work with person(s) or a group of persons because of their race, sexual orientation etc; condescending or patronizing behaviour; abuse of authority; unwelcome touching; physical assault or sexual assault.

Agent: A person who is authorized by another to act for him or her; one authorized to transact business for his or her principal. **Toronto Community Housing** employees who regularly have contact with tenants may be considered agents of **Toronto Community Housing** clients in certain circumstances.

Accessible format: Various formats to effect communication e.g. large print, Braille, audio and video-tape recording.

Contractor: Contractor includes independent consultants, persons who have entered a business agreement with the **Toronto Community Housing** to supply goods or perform work, including professional services, and includes employees of the contractors who work on site to perform a contract. Contractors are bound by this policy in respect of all work performed.

Disability: Disability includes physical, cognitive, developmental and psychiatric impairment or injury and is used interchangeably with “handicap” as defined in the Human Rights Code.

Employee: Employee includes unionized and non-unionized staff members and persons who work for a fixed term (e.g. Summer students).

Ground: Ground refers to the basis for a decision or action. In **Toronto Community Housing**’ policy, prohibited grounds of discrimination include race, ancestry, place of origin, colour, ethnic origin, citizenship, creed or religion, sex, sexual orientation, same-sex partnership status, gender identity, age, marital status, family status, receipt of public assistance, record of offences, political affiliation, disability or English-language proficiency.

Tenant: Tenant refers to all persons in a household who are included in a signed tenancy agreement with their landlord.

Workplace: The workplace includes all locations where business or social activities of **Toronto Community Housing** are conducted. Workplace harassment can also include incidents that happen off-site (e.g., inappropriate phone calls or visits to an employee's home by a tenant or co-worker).

Complaints Procedure

Toronto Community Housing has developed complaint procedures for investigating and resolving any complaints that may arise concerning discrimination and harassment. All complaints arising under this policy shall be addressed using the procedure outlined in the Human Rights, Harassment and Fair Access Complaints Resolution Process.

Construction Safety Management Program

Submission Documents

With each quotation, tender, proposal, request for pre-qualifying or other offer, the Bidder must submit Occupational Health and Safety information under the Construction Safety Management Program, executed by a knowledgeable member of the Bidder's staff.

Where the work consist of or includes construction, the Contractor shall for the purposes of the Occupational Health & Safety Act (OHSA) will be designated as the "Constructor" for the project comprising the work.

Suppliers and contractors will comply with applicable statutes and regulations, with **Toronto Community Housing** Health and Safety requirements and will conduct their activities in ways that protect the health and safety of their employees, building occupants, staff, the public and visitors.

Only firms that have systems, programs, expertise, and resources appropriate to the undertaking and executing significant construction and maintenance programs should consider responding to this invitation to bid for Tenders, Quotations, Proposals, Pre-Qualifying requests of any other offer. There are three stages to **Toronto Community Housing** safety requirements.

STAGE 1. **To be submitted with Bid Submission Documents**

Schedule 1: Occupational Health and Safety Information and Verification Report

Schedule 2a: Notification of Designated Substances on Project

Schedule 2b: Occupational Health and Safety Performance Record

Bidders are also required to provide a copy of their Health and Safety Policy.

All Bidders interested in bidding will be required to submit the above Documents in Stage 1 with their submission.

If a Bidder does not provide a completed/acknowledged signed copy of Schedules 2a and 2b as requested in Stage 1, the Bid will not receive further consideration.

STAGE 2. To be submitted by the Bidder to the **Toronto Community Housing** Procurement Section indicating the Project or RFQ prior to the letter of intent award, no later than five (5) working days following receipt of the notification.

Schedule 3: Notification of Sub-Contractors to be used for this project

Schedule 4: Personnel Qualification Certificates

Schedule 5: Identification of OHS Compliance Provisions and applicable Regulations
Contractor's Project Specific Health and Safety Plan

In the event that Schedules 3, 4, and 5 and the Project Specific Health and Safety Plan are not delivered within five (5) working days as requested, **Toronto Community Housing** reserves the right to offer the work to the next qualified bidder.

STAGE 3. To be submitted, by the successful bidder to the **Toronto Community Housing** Project Manager following notification of the award of Contract.

Schedule 6: Contract Information (where applicable)

Schedule 9: Ministry of Labour Notice of Project.

(The Contractor must provide a copy of the notice to **Toronto Community Housing**. if the awarded contract amount exceeds $50,000.00)

Other Information Required:

Schedule 7: Contractor's Safety Progress Report Life Safety Systems/
Essential Service

Schedule 8: **Toronto Community Housing** Construction Project- Life Safety Checklist

Schedule 10: Contractor Performance Evaluation Report will be completed by the **Toronto Community Housing** Contract Administrator or designate when the work has reached 50% and 100% completion and will evaluate the Contract on quality of work and administration.

Schedule 11: Contractor's Safety Progress Report

In the event of poor performance, Contractors may face disciplinary action including but not limited to:

- Barring of Contractor and its subsidiaries.
- Suspension or limitation to Bid.