



*CONTRACT DOCUMENTS
FOR*

Catch Basin Cleaning

CONTRACT NO. T13-163

TENDER CHECKLIST

TENDER DUE DATE April 4, 2013

CONTRACT NUMBER T13-163

PROJECT NAME Catch Basin Cleaning

NOTE: This checklist is provided for the convenience of the Bidder to ensure that all required documents have been completed and enclosed in the tender envelope. *Please check items required and return with your tender.*

- tender deposit /bid bond
- correct tender forms (as provided)
- properly signed and sealed (Corporate Seal)
- Workplace Safety and Insurance Board Certificate
- Insurance certificate
- all items bid
- list of sub-contractors
- ___ **number of ADDENDA returned with tender** (copies of all addenda to be returned)
- read and understand the following sections: Information to Bidders, Form of Tender, Form of Agreement, Specifications, Special Provisions General, Fair Wage Schedule, OPS General Conditions and the Guidelines for Excavation in the Vicinity of Utility Lines (where applicable).

Signed by the Bidder

CORPORATION OF THE MUNICIPALITY OF CHATHAM-KENT

**CONTRACT NO. T13-163
Catch Basin Cleaning**

I N D E X

1.	Information to Bidders.....	1-10
2.	Form of Tender	1-6
	• List of Sub-Contractors	
	• Bidder's Experience	
	• Bidder's Senior Supervisory Staff	
	• Equipment List	
	• Schedule of Items and Prices	
3.	Agreement	1-4
4.	Labour and Material Payment Bond	1-2
5.	Performance Bond	1-2
6.	Letter of Credit	1
7.	Public Liability and Property Damage Endorsement	1
8.	Bid Bond	1
9.	Contractor's Final Release	1
10.	Special Provisions Items	1-3
11.	Special Provisions General	1-4
12.	Fair Wage Schedule	1-3
13.	General Conditions	1-56
14.	Guidelines for Excavations in the Vicinity of Utility Lines	

**CONTRACT DOCUMENTS FOR
CONTRACT NO. T13-163**

Catch Basin Cleaning

INFORMATION TO BIDDERS

1. Definitions

Wherever a word is used in this Contract with its first letter capitalized, the term is being used as it is defined in this Section 1. Where any word appears in ordinary case, its regularly applied meaning in the English language is intended.

“Agreement” refers to the Agreement between the Corporation and the Bidder, following the Form of Tender documentation, all of which form part of this Contract;

“Contract” refers to either the approved printed or electronic version of this entire document;

“Contract Administrator” refers to the authorized employee(s) of the Corporation, or his/her designate, to whom carriage and administration of this Contract has been granted. For the purposes of this Contract the Contract Administrator is the General Manager of Infrastructure and Engineering.,

“Corporation” and/or **“Owner”** refers to The Corporation of the Municipality of Chatham-Kent;

“Bidder” and/or **“Contractor”** refers to any corporation, company, partnership, trust, sole proprietorship or individual awarded the Contract and/or bidding on this Tender;

“Engineer” refers to the Corporation’s Engineer who has been assigned to oversee this Contract. The Engineer’s duties may be assumed by the Contract Administrator, as the Corporation may so advise the Contractor;

“Tender Document” and/or **“Tender”** refer to the submission made by the Bidder in response to this Contract.

2. Extent and Location of Work

This Contract calls for the supply of all labour, equipment and materials to complete all works outlined in the Information to Bidders, Form of Tender, Special Provisions and Specifications.

**The work consists of:
Catch basin cleaning**

approx. 3,700

OPS Material Specifications are readily available on-line from the Ministry of Transportation at no cost to all users. On-line access to the OPS Publications can be obtained from the MTO website or through links established within the Ontario Good Roads Association (OGRA), The Road Authority (TRA) and Ontario Provincial Standards (OPS) websites. Hard copy and CD version of the OPS publications are available through Publications Ontario which can be contacted by Toll Free Number 1-800-668-9938.

3. **Plans and Specifications**

Plans, Specifications, and Form of Tender shall be obtained from the Purchasing Officer, by sending an e-mail request to Ckpurchasing@chatham-kent.ca

4. **Governments Incorporating Procurement Policies to Eliminate Refuse (G.I.P.P.E.R.)**

In order to contribute to the reduction of waste, toxic or harmful emission and substances and to increase the development and awareness of environmentally preferred purchasing, acquisitions of goods and services will ensure that wherever possible, specifications are amended to provide for expanded use of durable products (including those used by service contractors) that contain the maximum level of post-consumer waste, the least amount of toxic or harmful content for the sustainability of a clean environment without significant altering the effectiveness of the product or service. It is recognized that cost analysis is required in order to ensure that the products are made available at competitive prices.

5. **Health and Safety**

- i. If our inspectors observe possible infractions, they will undertake to notify the Bidder of his responsibilities for the infractions so noted, keep records of them, and if corrective actions are not immediately taken, notify the Ministry of Labour. In situations where the Bidder has made no effort to rectify an unsafe situation, as identified by municipal staff, the Corporation has instructed its staff to order the Bidder to immediately cease work until such time as the unsafe situation has been rectified. The Bidder acknowledges that non-adherence to the OHSA and lack of a policy may disqualify the Tender.
- ii. As a further measure of the Corporation's commitment to safety, if our inspectors observe possible infractions, they will notify the Bidder of his responsibilities for the infractions so noted, keep records of them and if corrective actions are not immediately taken, the Corporation has instructed its staff to order the Bidder to immediately cease work until such time as the unsafe situation has been rectified. Accordingly, financial loss or damages of any kind whatsoever to the Contractor or sub-contractors, shall be the sole responsibility of the Contractor. By the Bidder submitting this Tender, it is expressly agreed that the Corporation shall not be held liable for any such loss or damage as a result of the Corporation ordering a work on the project to halt.
- iii. The Corporation is firmly committed to corporate health and safety. The Bidder shall have corporate health and safety policies and procedures as required in the OHSA and *Regulations for Construction Projects*, R.S.O. 1980, as amended, and shall produce same to the Corporation, upon request.
- iv. The Contractor shall:
 - a) Ensure that all work be undertaken in strict accordance with all current editions of all health and safety legislated requirements including, but not limited to:
 - the OHSA and regulations;
 - the *Environmental Protection Act*;
 - the *Transportation of Dangerous Goods Act*;
 - all applicable acts, regulations, codes, standards et cetera, both general and specific to any given project.
 - b) Complete a notice of project, where required, and supply a copy to the Corporation.
 - c) Have written health and safety procedures and be responsible for the health and safety of all of their employees. Before commencing work, the Contractor shall name one supervisor and an alternate with accountability for the health and safety of their

employees while being present in the field during construction activities and provide those person's names to the Corporation.

- d) Ensure that the appropriate instruction and training has been provided to all of their employees in accordance with all applicable acts, regulations, codes and standards and produce such records of training, upon request.
 - e) Include health and safety instructions and best management practices within their management system to reach and continually maintain a consistent high level of health and safety.
 - f) Ensure that employees are aware of all worksite hazards and hazardous substances that may be in use at the worksite and that all employees wear all appropriate personal protective equipment.
 - g) Provide and maintain necessary personal protective equipment, first aid items etc. as called for under the various acts and regulations.
- iv. The Bidder having a policy(ies) and a firm commitment to health and safety will be a requirement of this Contract.

6. Accessibility for Ontarians with Disabilities Act, 2005

The Corporation is required to comply with the Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c.11, as amended, and the associated regulations. Pursuant to the Act, the Corporation is required to ensure that every person who deals with members of the public or other third parties on behalf of the Corporation or who participates in developing the Corporation's policies, practices and procedures governing the provision of goods and services to members of the public or other third parties receives training about the provision of goods or services to persons with disabilities. The Corporation's Accessibility Policy is available upon request. All Bidders shall certify in their Tender that the persons in their organizations who are required to receive training as required by the Act, have received such training or will receive such training prior to the commencement of work under the Agreement. The Corporation may require such persons to successfully complete an assessment of their knowledge of provision of goods and services to persons with disabilities prior to commencement of work for the Corporation. The Municipality will assist successful Bidder by providing contact information for an online training program vendor for such persons if requested.

7. Human Rights and Harassment

- i. The Corporation is firmly committed to providing worksites free from harassment and discrimination and has adopted a "Mutual Respect in the Workplace Policy" to that effect.
- ii. The Contractor shall have corporate policy(ies) dealing with harassment, sexual harassment, and discrimination in the workplace and shall govern the conduct at the worksite in accordance with the *Human Rights Code*, R.S.O. 1990, c. H.19 and regulations, as amended.
- iii. The Contractor shall maintain a worksite free from harassment and discrimination and shall ensure all individual working at the worksite, including sub-contractors and their employees, are aware of those policies and their obligations under the Act, and govern themselves accordingly.

8. Submission of Tenders

Tenders sealed in the envelope provided which shall be clearly marked as to contents and addressed to:

The Purchasing Officer
Municipality of Chatham-Kent
Civic Centre, P.O. Box 640
315 King Street West
CHATHAM, ONTARIO N7M 5K8

will be received until 1330 hours (Local Time) on **Thursday, April 4, 2013**.

On the same day commencing at 1400 hours (Local Time), the Tenders will be opened and read publicly by the Purchasing Officer in the Council Chambers, Second Floor, at the above mentioned address.

The following are required to be returned, in printed form, at the time of bidding:

1. Checklist – signed and sealed
2. Form of Tender
3. Tender Security Deposit
4. Workplace Safety and Insurance Board Certificate
5. Insurance Certificate

Tender documents are not assignable. The Purchasing Officer may refuse to accept any documents which are being submitted by a party that did not receive the original Tender from the Corporation, directly. *It is the responsibility of the Bidder to ensure they receive the package from the Corporation and to inform the Purchasing Officer if they have obtained the package through other means.*

9. Deposit to be submitted with Tender

Tender Security can be provided in the form of Bid Bonds, Letters of Credit, Cash or Certified Cheque:

- Bid Bonds are to be provided at 10% of the Tender value, rounding up to the nearest cent.
- Letters of Credit, Cash or Certified Cheque are to be provided at a minimum of 10% of the Tender value or the specified amount, whichever is greater, rounding up to the nearest cent.
- The deposit of the successful Bidder and the second Bidder will be retained until the Agreement has been signed and sealed, with appropriate ancillary documentation.

10. Evaluation Criteria

The following criteria form the basis upon which the evaluation of Tenders will be made:

- | | |
|---------|------|
| a) Cost | 100% |
|---------|------|

11. Right to Accept or Reject Tenders

The Corporation reserves the right to reject any or all Tenders if the Corporation's funding is insufficient, or becomes unavailable, for any reason. If the Bidder has abandoned, defaulted, or caused the cancellation of any contract within the last two years with the municipality, the Tender may be rejected. If the Bidder is currently involved in litigation with the Corporation for any reason, the Tender may be rejected.

12. Bond, Certified Cheque, Letter of Credit

The Bidder, upon receipt of written notice from the Corporation awarding him the Contract, shall be required to furnish Construction Security within ten (10) days as follows:

- For all projects of Tender value less than \$100,000, a Performance, Labour and Material Payment Bond for 100% of the total Tender value OR a Letter of Credit or Certified Cheque for 10% of the total Tender value;

The Corporation's Right to Draw on the Letter of Credit or Certified Cheque is set out in the foregoing section with that section title.

The furnished Performance, Labour and Material Payment Bond, if provided as surety, shall conform to the samples included in this document.

The certified cheque and letter of credit described in this section are not to be confused with the Tender Security stipulated in Section 8 of the Information to Bidders.

13. Insurance

The Bidder shall procure and maintain Liability Insurance in accordance with Section GC6.03 of the General Conditions and shall file with the Corporation, together with the Agreement executed by him; the required information on Insurance Bureau of Canada Form IBC 2100 dated 03-2005, or such substantially similar form as may be acceptable to the Corporation, in its sole discretion.

GC6.03 of the General Conditions is amended as follows:

The Liability Insurance shall:

- a) have a limit of liability of not less than Two Million Dollars (\$2,000,000) inclusive for any occurrence;
- b) be Commercial General Liability Insurance covering all operations and liability assumed under the Contract with the Corporation. The Commercial General Liability Insurance Policy shall be written on an occurrence form and include:
 - Premises and Operations
 - Products and Completed Operations
 - Blanket Contractual
 - Broad Form Property Damage
 - Contingent Employer's Liability
 - Cross Liability
 - Severability of Interests
 - Owners and Contractors Protective
 - Personal Injury
 - Employer's Liability
 - Employees as additional insureds
 - Non-owned Automobile including OEF #96
 - Hostile Fire;
- c) if the work is to include shoring, underpinning, etc. the policy must not contain any exclusions with respect to the intended work. A copy of the endorsement or a letter from the insurer verifying coverage is to accompany the Certificate of Insurance;
- d) include insurance against liability for bodily injury and property damage caused by vehicles owned by the Contractor and used in conjunction with the work either within or

outside the contract limits, and shall have a limit of liability of not less than \$2,000,000 inclusive for any one occurrence;

- e) include an Installation Floater in sufficient amount to provide full coverage to the equipment being installed on the Corporation's property, including coverage for the goods while in transit, in storage or on site, and shall be further endorsed to provide coverage while being tested; (remove where not installing equipment on our sites –such as HVAC units, computer equipment, etc.)
- f) include a Contractor's Equipment Floater in sufficient amount to provide full coverage for the Contractor's Equipment that may be located on the Corporation's lands, from time to time, throughout the duration of this Contract;
- g) be endorsed to provide that the policy or policies will not be altered, cancelled or allowed to lapse without thirty (30) days prior written notice to the Corporation. This notice shall include the Contract Number from this Tender and be filed with the Municipality of Chatham-Kent, Legal Services, 315 King Street, PO Box 640, Chatham, ON., N7M 5K8, Fax: 519-436-3250;
- h) be endorsed to include the Corporation as additional insured.

Asbestos Abatement/Environmental Impairment Liability Insurance

- a) Contractor, or Subcontractor when applicable, shall provide Asbestos Abatement/Environmental Impairment Liability insurance with limits of no less than \$2,000,000 per occurrence. Such insurance shall include all operations associated with hazardous materials removal. If the policy is written on a claims made basis, the contractor shall provide the municipality with proof of renewal for the next 5 years. Should the contractor cancel the policy, within that time period, the contractor must provide the municipality with 60 days notice of cancellation. The municipality may require the contractor to purchase an Extended Reporting Endorsement at the contractor's sole expense.
- b) Asbestos abatement coverage may alternatively be provided under the General Liability insurance as specified in 12 (b) provided the policy is specifically endorsed to provide this coverage and the limit of liability is in an amount not less than \$2,000,000 inclusive per occurrence. A copy of the endorsement or a letter from the insurer verifying coverage is to accompany the Certificate of Insurance.

14. Workplace Safety & Insurance Board

Certificates of good standing from the Workplace Safety and Insurance Board will be required at the time of submitting the Tender.

15. Execute Agreement

The party to whom the Contract is awarded shall execute the Agreement and furnish the surety in one of the following forms: Guarantee Bond, or Certified Cheque or Letter of Credit, within ten (10) days, not including Sunday or standard municipally adopted legal holidays, from the date of mailing of the notice from the Corporation to the Bidder according to the address given by him, that the Contract is ready for signature.

16. Contractor's Final Release Form

Prior to the final release of holdback by the Corporation, the contractor shall execute a Contractor's Final Release Form and return it to the Director of Public Works.

17. Omissions, Discrepancies and Interpretations

Should a Bidder find omissions from or discrepancies in any of the Tender documents or should he be in doubt as to the meaning of any part of such documents, he should notify the Director of Public Works, preferably in writing and not later than eight days before the closing date for Tenders. If the Director considers that a correction, explanation or interpretation is necessary or desirable, there will be an addendum issued to all who have directly acquired this Contract. Furthermore, any errors or omissions noticed by the Director will be corrected by the issuance of an addendum.

No oral explanation or interpretation shall modify any of the requirements or provisions of this Contract.

18. Discretion

The Corporation may, in its sole discretion, reject or retain for its consideration Tenders which are non-conforming because they do not contain the content or form required by the Information to Bidders or for failure to comply with the process for submission set out in this Information to Bidders.

19. Statements of Qualifications

In order to aid the Corporation in determining the responsibility of each Bidder, the Bidder shall complete the following statement sheets, which are bound herein:

Statement "A"

Stating the Bidder's experience in similar work, which he has successfully completed.

Statement "B"

Giving a list of the Bidder's senior supervisory staff with a summary of the experience of each.

Statement "C" (as applicable)

Giving a list of equipment which shall be used in completing all tasks contemplated in this Contract.

If the Bidder prefers, he may, in lieu of completing and submitting the above mentioned statement sheets, submit the information required by the said sheets on similar forms prepared in his office, provided that the said forms bear the Bidder's name and the date of preparation and contain up-to-date information.

20. Ability and Experience of Bidder

It is not the purpose of the Corporation to award this Contract to any Bidder who does not furnish satisfactory evidence that he has ability and experience in this class of work and that he has sufficient capital and plant to enable him to prosecute and complete the work successfully and to complete it in the time stated in the Contract.

21. Sub-Contractors

The Bidder shall submit a signed list of Sub-Contractors on the form provided and undertakes not to utilize any sub-contractor not on the approved list, without the prior written consent of the Contract Administrator.

22. Verification

The Corporation reserves the right to verify the certification contained in section 4 of the attached Form of Tender and all information contained in the tender submission of the Bidder. Such right of review shall include the ability to declare the bid non-responsive for any number of reasons. Without limiting the foregoing, such reasons may include:

- a) unverifiable or untrue statement(s);
- b) unavailability of any person proposed on whose statement of education and experience the Corporation relies to evaluate the bid and award the Contract (as applicable);
- c) unavailability of specific equipment listed to be used on this Contract (as applicable)

23. Bidders to Investigate

Bidders must satisfy themselves by personal examination of the location of the proposed work and by such other means as they may prefer, as to the actual conditions and requirements of the work.

Bidders are not to claim, at any time after submission of their Tender, that there was any misunderstanding with respect to the conditions imposed by this Contract.

24. Schedule of Items

The parts of the work have been divided into items, in order to enable the Bidder to tender for the different portions of the work in accordance with his estimate of their cost, so that in the event of an increase or decrease in the quantity of any particular item or work, or the deletion of a section and/or Project, the actual quantities executed may be paid for at the rate stated for that particular item or work in the Tender Form, subject to the basis of payment laid down for each item in the Specifications.

25. Index and Reference Numbers

All index and reference numbers either in the Tender Form, Plans, Drawings, Specifications, General Conditions or Index are given for the convenience of the Contractor, and such must be taken only as a general guide to the items referred to. It must not be assumed that such numbering is the only reference to each item, but the Plans and Specifications as a whole must be fully read in detail for each item.

26. Informal Tenders

Tenders which are incomplete, conditional, obscure, not typewritten or written in permanent ink, or which contain additions not called for, erasures, alterations or irregularities of any kind, may be rejected as informal.

27. Unbalanced Tenders

Each item in the Tender Form shall be reasonably priced for such item. An unbalanced item(s) may be cause for rejection of the Tender.

28. Disqualification of Tenders

Any deviation from bidding procedure as shown on the Form of Tender may be cause for rejection of the Tender. All blanks must be legibly and properly filled in on the printed forms supplied for that purpose.

29. Withdrawal of Tenders

A Bidder who has already submitted a tender may submit a further tender at any time up to the Official closing date. The last tender received shall supersede and invalidate all tenders

previously submitted by that Bidder for this Contract. A Bidder may withdraw his Tender anytime up to the official closing time by submitting a letter bearing his signature and seal, as in his Tender, to the Purchasing Officer who will mark thereon, the time and date of receipt of the letter and will place the letter in the tender box. No telegrams or telephone calls will be considered.

30. Limitation of Liability

The Bidder, by submitting a Tender, agrees that it will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the Bidder in preparing its Tender for matters relating to the agreement or in respect of the competitive process, and the Bidder, by submitting a proposal, waives any claim for loss of profits if no agreement is made with the Bidder.

31. Liquidated Damages

The liquidated damages shall be as detailed in Section 2.4 of the Special Provisions - General, for this Contract.

32. Fair Wage Policy

All work shall be done in accordance with the appropriate Fair Wage Policy of the Government of Canada.

33. Protection to Public

The Contractor shall be responsible for traffic, construction and maintenance of detours and roadways. If it is necessary for the Corporation to provide protection at the job site, the two following charge rates shall apply.

A) *First Day Use of (24 hr. Period) Equipment:*

- I) Barricades, Lanterns, Flares - \$2.00 per unit per day
 - II) Flashers - \$4.00 per unit per day
 - III) Cones - \$1.00 per unit per day
- Truck - at hourly rate of \$10.00
Labour: Regular Working Hours two (2) times the hourly labour rate plus 38% payroll burden (minimum 3 hours). After Working Hours four (4) times the labour rate per hour plus 38% (minimum 3 hours). Management fee of 20% charged on total cost.

B) *Each remaining day of use:*

The daily rates in A above for "Equipment" shall become \$15.00 per day. For instance flashers will then be charged at \$15.00 per unit per day.

34. Traffic Signs

Existing signs shall not be removed by the Contractor. If it is necessary to have any sign temporarily removed during construction, then the Contractor shall give twenty-four (24) hours notice to the **Traffic Department** of the Corporation, which will in turn remove the signs and replace them following construction at no cost to the Contractor.

35. Traffic Control

The Contractor shall control traffic in accordance with Book 7, Temporary Conditions Ontario Traffic Manual, by the Ministry of Transportation, as published by the University of Toronto Press, as amended, and as required by the Corporation and the Engineer.

The Contractor shall maintain traffic lanes as specified in the Special Provisions. At the completion of each and every day, the contractor shall ensure that all delineations and signs are properly adjusted.

No payment will be made for traffic control unless otherwise specified in the Special Provisions.

36. Contractor's Note

Any reference in this Contract to Department of Highways, Ontario (D.H.O.) Department of Transport (D.O.T.) or Department of Transportation and Communications (D.T.C.) will be interpreted to refer to Ministry of Transportation, Ontario (M.T.O.).

37. Corporation's Right to Draw on Letter of Credit or Certified Cheque

If either a Letter of Credit or Certified Cheque has been submitted by the Contractor in Lieu of Performance, Maintenance and Labour and Material Payment Bonds, the Corporation reserves the right to draw on the Letter of Credit or Certified Cheque whenever it declares the Contractor to be in default under the Contract as described in GC4.05; or to have not made payment to all claimants for all labour and material used or reasonably required for use in the performance of the Contract.

A claimant for payment is defined as one having a direct agreement with the Contractor for labour, material, or both, used or reasonably required for use in the performance of the Contract, labour and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment directly applicable to the Contract.

The Corporation may draw on the Letter of Credit or Certified Cheque to pay every claimant who has not been paid as provided for under the terms of his Agreement with the Contractor, before the expiration of a ninety (90) day period after the date on which the claimant's work or labour was done or performed or materials were furnished by such claimant and has submitted a claim in writing or has filed under the *Construction Lien Act*. The Provisions of this section shall not preclude the Corporation from taking whatever other action is provided for under common law or the Contract to guarantee the Contractor's fulfilment of the Contract and discharge of liabilities.

If after notification to correct a default as defined in GC4.05 the Contractor fails to take action as provided for and in the time specified in GC4.06, CONTRACTORS RIGHT TO CORRECT DEFAULT, then the Corporation has the right to correct the default, GC4.07 and, in accordance with GC4.08, terminate the Contractor's right to continue work, and draw on the Letter of Credit or Certified Cheque following the elapse of time as provided in GC4.06.

If after ten (10) days following mailing of written notice of failure to make payment, or Lien action to the Contractor, he fails to take appropriate action then the Corporation deems it to be its right to draw on the Letter of Credit or Certified Cheque following the elapse of five (5) days time and to disburse of the monies as required to correct the failure to make payment, or discharge the lien.

The Contract Administrator shall be the sole judge of the determination of the default, the failure to make payment, or the Lien action and shall direct the Treasurer in the withdrawal of money on the Letter of Credit or Certified Cheque and his interpretation shall be final.

38. Harmonized Sales Tax

All prices shall be provided in Canadian Funds, inclusive of all applicable customs duties, levies and taxes, except for HST, which shall be shown separately on the appropriate line in the Form of Tender. All Bidders shall provide their Harmonized Sales Tax (HST) registration number on the appropriate line in the Form of Tender.

Note: If the Bidder is located outside of Canada and is not a GST/HST Registrant, this may not apply

39. Plans and Specifications

The following is a list of plans and specifications which constitute the Contract:

- i. Information to Bidders
- ii. Form of Tender
- iii. Agreement
- iv. Labour and Material Payment Bond
- v. Performance Bond
- vi. Letter of Credit
- vii. Public Liability and Property Damage Endorsement
- viii. Bid Bond
- ix. Contractor's Final Release Form
- x. Special Provisions - Items
- xi. Special Provisions - General
- xii. Fair Wage Schedule
- xiii. General Conditions
- xiv. Guidelines for Excavations in the Vicinity of Utility Lines

40. Utility Locates and Notification

The Contractor shall be responsible for contacting the Utility Companies regarding the locations of their plant according to GC7.12.03 of the General Conditions of the Contract.

41. Currency

All reference to dollar figures within this Information to Bidder document shall be in Canadian Funds.

**CONTRACT DOCUMENTS FOR
CONTRACT NO. T13-163**

Catch Basin Cleaning

FORM OF TENDER

Tender of: _____

Address: _____

HEREINAFTER CALLED "The Bidder".

1. THIS Tender is made by the Bidder without any connection, knowledge, comparison of figures or arrangement with any other persons making a tender for the same work, and is in all respects fair and without collusion or fraud.
2. THE Bidder has carefully examined the site of the proposed works, the Plans, Drawings, Profiles, Form of Tender, Information for Bidders, Special Provisions, Specifications, General Conditions, Agreement and Bond inclusive relating to the said Contract, and the Bidder hereby accepts the same as forming part and parcel of the said Contract.
3. THE Bidder hereby offers to enter into a Contract, being the Contract hereinbefore referred to, to supply all that is set out or called for in the Tender, on the terms and conditions and under the provisions set out or called for in the Tender, including in every case, freight, duty exchange, all applicable taxes, royalty, and all other charges the Total Contract Price hereunder stated namely the sum of:

_____ Dollars \$ _____
(Canadian Funds)

H.S.T. Amount (included in the above total): \$ _____
(Canadian Funds)

4. And the Bidder also agrees that;
- (a) where the extension of items are incorrectly shown in the schedule of items, the unit price herein quoted will govern.
 - (b) if this Tender is accepted, the Bidder will execute whatever additional or extra work may be required at the unit price shown herein, in strict conformity in all respects with the requirements of this Contract, the Specifications, General Conditions, Special Provisions and Form of Agreement relating to the said agreement hereto annexed.
 - (c) deductions from the said Contract, if any, shall be made at the unit prices shown herein and/or in strict conformity in all respects with the requirements of this Tender, the specifications, General Conditions, Special Provisions and Form of Agreement hereto annexed.
 - (d) this Tender is to continue open to the earliest of sixty days (60) from the closing date or acceptance, and then shall be irrevocable until the formal agreement is executed by the successful Bidder for the said work and the bond hereinafter mentioned is executed by the approved surety, and that the Corporation may at any time, without notice, accept this Tender whether any other Tender has previously been accepted or not.
 - (e) the awarding of the Contract by the Corporation shall constitute and be an acceptance of this Tender without communication with, or any notice thereof, the Bidder.
 - (f) if this Tender is accepted, as aforesaid the Bidder will forthwith furnish an approved surety for the proper fulfilment of the Contract as required under the terms of Section 11 of the Information to Bidders and the terms of Section 7 of the Special Provisions - General and will execute an agreement and bond, in duplicate, in form satisfactory to the said Corporation within three days after being notified so to do by, or by anyone on behalf of the said Corporation.
 - (g) should the Bidder for any reason default or fail in any manner or thing hereinbefore contained, the said Corporation shall be at liberty to retain the money deposited by the Bidder to the use of the said Corporation as liquidated damages, and to accept any other way as the Corporation may in its sole discretion deem best, and also agrees to pay to the said Corporation the difference between the price and prices set out in this Tender and any greater sum or sums which the said Corporation may expend or for which it might become liable by reason of such default or failure including the cost of any advertisement for new tenders, and fully to indemnify and save harmless the said Corporation and/or its officers, agents or servants from all loss damage, liability, cost charges or expense whatever with it, they or any of them may suffer, incur or be put to by reason of any such default or failure.
 - (h) this Contract shall be complete in every respect by **November 1, 2013**.

5. The Bidder, by his signature evidenced below, certifies, covenants and solemnly swears that all information contained in the Tender document are true, accurate and correct.

Company and/or Corporate Name (Bidder)

Please Print

Authorized Officers Affix Corporate Seal

Name: _____

Title: _____

I have the authority to bind the corporation

Authorized Officers

Name: _____

Title: _____

I have the authority to bind the corporation

H.S.T Registration Number _____

NOTE: If Tender is submitted by or on behalf of any corporation, it must be signed in the name of such corporation by some duly authorized officer or agent thereof who shall also subscribe his own name and office. **The seal of the Contractor shall be affixed.**

STATEMENT "A"
BIDDER'S EXPERIENCE

<u>YEAR</u>	<u>DESCRIPTION</u>	<u>FOR WHOM WORK PERFORMED</u>	<u>VALUE</u>
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$

STATEMENT "B"
BIDDER'S SENIOR SUPERVISORY STAFF

<u>NAME</u>	<u>APPOINTMENT</u>	<u>QUALIFICATIONS AND EXPERIENCE</u>

NOTE: The appointment of the staff members (ie: Superintendent or General Foreman) to be in charge on the site is subject to the approval of the Contract Administrator. If the Superintendent is selected and listed above, mark with an asterisk.

IN ACCORDANCE WITH THE CONDITIONS OF THIS TENDER THE CONTRACTOR HEREBY OFFERS TO COMPLETE THE WORK SPECIFIED IN THE CONTRACT FOR THE FOLLOWING PRICES FOR:

**SCHEDULE OF ITEMS AND PRICES
CATCH BASIN CLEANING
CONTRACT T13-163**

The work consists of all labour, supervision, equipment and materials required for the cleaning of catch basins for the 2013 season.

Item No.	Community	Unit	Estimated Quantity	Unit Price	Total Price
A-1	Chatham	EA	1,992		
A-2	Kent Centre	EA	132		
A-3	Raleigh	EA	66		
A-4	Ridgetown	EA	166		
A-5	Wallaceburg	EA	465		
A-6	Dresden	EA	250		

Sub Total _____
H.S.T. _____
Total Contract Bid

AGREEMENT

FOR

Catch Basin Cleaning

T13-163

THIS AGREEMENT made the _____ day of _____ 2013

BY AND BETWEEN

THE CORPORATION OF THE MUNICIPALITY OF CHATHAM-KENT
hereinafter called the "CORPORATION" of the First Part, and

a Company duly incorporated under the laws of the Province of Ontario and having its Head Office at
in the Municipality of _____

hereinafter called the "CONTRACTOR" of the Second Part,

WITNESSETH that the Corporation and Contractor undertake and agree as follows:

The Contractor shall:

1. Execute and perform the whole of the work herein mentioned with due expedition and in a thoroughly workmanlike manner, in strict accordance with the provisions of this Contract and the said Specifications and General Conditions and the plans therein referred to, and are made part of this Contract as if embodied therein, and that in the execution and performance of the said work, the said Contractor carry out, perform, observe, fulfil and abide by all the covenants, agreements, stipulations, provisos, and conditions mentioned and contained in the said specifications and fulfilled by the said Contractor to the same extent and as fully as if each of them was set out and specifically repeated herein.

2. Indemnify and keep indemnified and save harmless the said Corporation and each of its officers, servants, and agents from and against all actions, suits, claim executions and demands which may be brought against or made upon the said Corporation, its officers, servants and agents, and from all loss, costs, charges, liens, damages and expenses which may be paid, sustained or incurred by the said Corporation, its officers, servants and agents by reason of or on account of a consequence of the execution and performance of the said work or the non-execution or imperfect execution thereof or of the supply or non-supply of plan or material thereof.

3. Complete, as certified by the Contract Administrator, all work on or before **November 1, 2013**.

4. The said Corporation covenants with the said Contractor that if the said work, including all extras in connection there-with shall be duly and properly executed as aforesaid, and if the said Contractor shall carry out, perform, observe, fulfill, keep and abide by all the covenants, agreements, stipulation provisions, terms and conditions of this Contract, the said Corporation will pay the said Contractor therefore the contract price mentioned in said Tender (which is to apply to all extras of the character specified in the schedule of rates forming part of the said Tender), such payment to be made in the manner and subject to the drawbacks, and liquidated damages mentioned in the said Special General Conditions upon estimates or certificates signed by the Engineer issued in accordance with Section GC8.02 of the General Conditions incorporated with and made part of this Contract, PROVIDED, that no money shall become due or be payable under this Contract unless and until an estimate or certificate therefore shall have been signed by the said Engineer as herein proved, the possession of which is hereby made a condition precedent to the right of the Contractor to be paid or to maintain any action for such money or for any part thereof, PROVIDED that the said Corporation shall not be liable or compelled to pay for any extras or additional work not included in this Contract, except only in the manner and as provided for herein, PROVIDED ALSO, that the said Corporation shall not be liable or compelled to grant or issue any estimate or certificate for work rejected or condemned by the said Engineer or to pay any money therefore until the work so rejected or condemned has been replaced by new material and workmanship, to the written satisfaction of

the said Engineer and it is hereby expressly provided that the granting of any estimate or certificate, or the payment of any monies thereunder, shall not be construed as an acceptance of any bad or defective work or material, to which the same relates, or as an admission of liability to pay any monies in respect thereof, and shall not in any manner lessen the liability of the Contractor to replace such work or material although the condition of the same may not have been known to, or discovered by the said Engineer at the time such estimate or certificate was granted or monies paid thereon.

5. It is understood and agreed between the parties hereto as follows: That this agreement and the covenants and conditions herein, and in the said General Conditions contained shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns, of the said Contractor and the said Corporation respectively.

This space left intentionally blank.

**LABOUR AND MATERIAL PAYMENT BOND
(Trustee Form)**

No.

NOTE: *This Bond is issued simultaneously with another Bond in favour of the Obligee conditioned for the full and faithful performance of the Contract.*

KNOW ALL MEN BY THESE PRESENTS THAT as Principal, hereinafter called the Principal, and SURETY, a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in the Province of Ontario, as Surety, hereinafter called the Surety are, subject to the conditions hereinafter contained, held and firmly bound unto as Trustee, hereinafter called the Obligee, for the use and benefit of the Claimants, their and each of their heirs, executors, administrators, successors and assigns, in the amount of lawful money of Canada for the payment of which sum well and truly to be made the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written contract with the Obligee, dated the which contract, Specifications and Drawings are by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall make payment to all Claimants for all labour and material used or reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject however, to the following conditions:

1. A Claimant for the purpose of this Bond is defined as one having a direct contract with the Principal for labour, material, or both, used or reasonably required for use in the performance of the Contract, labour and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment directly applicable to the Contract provided that a person, firm or corporation who rents equipment to the Principal to be used in the performance of the Contract under a contract which provides that all or any part of the rent is to be applied towards the purchase price thereof, shall only be a Claimant to the extent of the prevailing industrial rental value of such equipment for the period during which the equipment was used in the performance of the Contract. The prevailing industrial value of equipment shall be determined, insofar as it is practical to do so, in accordance with and in the manner provided for in the latest revised edition of the publication of the Canadian Construction Association titled "Rental Rates on Contractors Equipment" published prior to the period during which the equipment was used in the performance of the Contract.
2. The Principal and the Surety, hereby jointly and severally agree with the Obligee, as Trustee, that every Claimant who has not been paid as provided for under the terms of his contract with the Principal, before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labour was done or performed or materials were furnished by such Claimant, may as a beneficiary of the trust herein provided for, sue on this Bond, prosecute the suit to final judgment for such sum or sums as may be justly due to such Claimant under the terms of his contract with the Principal and have execution thereon. Provided that the Obligee is not obliged to do or take any act, action or proceeding against the Surety on behalf of the Claimants, or any of them, to enforce the provisions of this Bond. If any act, action or proceeding is taken either in the name of the Obligee or by joining the Obligee as a party to such proceeding, then such act, action or proceeding, shall be taken on the understanding and basis that the Claimants; or any of them, who take such act, action or proceeding shall indemnify and save harmless the Obligee against all costs, charges and expenses or liabilities incurred thereon and any loss or damage resulting to the Obligee by reason thereof. Provided still further that, subject to the foregoing terms and conditions, the Claimants, or any of them, may use the name of the Obligee to sue on and enforce the provisions of this Bond.
3. No suit or action shall be commenced hereunder by any Claimant:

- (a) unless such Claimant shall have given written notice within the time limits hereinafter set forth to each of the Principal, the Surety and the Obligee, stating with substantial accuracy the amount claimed. Such notice shall be served by mailing the same by registered mail to the Principal, the Surety and the Obligee, at any place where an office is regularly maintained for the transaction of business by such persons or served in any manner in which legal process may be served in the Province or other part of Canada in which the subject matter of the Contract is located. Such notice shall be given
 - (1) in respect of any claim for the amount or any portion thereof, required to be held back from the Claimant by the Principal, under either the terms of the Claimant's contract with the Principal, or under the Mechanics' Liens Legislation applicable to the Claimant's contract with the Principal, whichever is the greater, within one hundred and twenty (120) days after such Claimant should have been paid in full under the Claimant's contract with the Principal;
 - (2) in respect of any claim other than for the holdback, or portion thereof, referred to above, within one hundred and twenty (120) days after the date upon which such Claimant did, or performed, the last of the work or labour or furnished the last of the materials for which such claim is made, under the Claimant's contract with the Principal;
 - (b) after the expiration of one (1) year following the date on which the Principal ceased work on the Contract, including work performed under the guarantees provided in the Contract;
 - (c) other than in a Court of competent jurisdiction in the Province or District of Canada in which the subject matter of the Contract, or any part thereof, is situated and not elsewhere, and the parties hereto agree to submit to the jurisdiction of such Court.
4. The Surety agrees not to take advantage of Article 1959 of the Civil Code of the Province of Quebec in the event that, by an act or an omission of a Claimant, the Surety can no longer be subrogated in the rights, hypothecs and privileges of Said Claimant.
5. Any material change in the contract between the Principal and the Obligee shall not prejudice the right or interest of any Claimant under this Bond, who is not instrumental in bringing about or has not caused such change.
6. The amount of this Bond shall be reduced by, and to the extent of any payments made in good faith, and in accordance with the provisions hereof, inclusive of the payment by the Surety of Mechanics' Liens which may be filed of record against the subject matter of the Contract, whether or not claim for the amount of such lien be presented under and against this Bond.

7. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond this

SIGNED AND SEALED
in the presence of:

Principal

SURETY

PERFORMANCE BOND

Bond No.

KNOW ALL MEN BY THESE PRESENTS THAT

..... as Principal,
hereinafter called the Principal, and SURETY, a corporation created and existing under the laws of Canada and
duly authorized to transact the business of Suretyship in the Province of Ontario, as Surety, hereinafter called the
Surety, are held and firmly bound unto

..... as Obligee,
hereinafter called the Obligee, in the amount of

..... DOLLARS
lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety
bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has entered into a written contract with the Obligee, dated the
for

in accordance with the contract documents submitted therefore which are by reference made part hereof and are
hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly and
faithfully perform the Contract then this obligation shall be null and void; otherwise it shall remain in full force and
effect.

Whenever the Principal shall be, and declared by the Obligee to be, in default under the Contract, the Obligee
having performed the Obligee's obligations thereunder, the Surety may promptly remedy the default, or shall
promptly

- (1) Complete the Contract in accordance with its terms and conditions, or
- (2) Obtain a bid or bids for submission to the Obligee for completing the Contract in accordance with its
terms and conditions, and upon determination by the Obligee and the Surety of the lowest responsible
bidder, arrange for a contract between such bidder and the Obligee and make available as work
progresses (even though there should be a default or a succession of defaults, under the contract or
contracts of completion, arranged under the paragraph) sufficient funds to pay the cost of completion
less the balance of the contract price; but not exceeding, including other costs and damages for which
the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term
"balance of the contract price", as used in this paragraph, shall mean the total amount payable by the
Obligee to the Principal under the Contract, less the amount properly paid by the Obligee to the
Principal.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final
payment under the Contract falls due.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

IN WITNESS WHEREOF, the Principal and the Surety have signed and sealed this Bond this _____ day of _____, 20__ .

SIGNED AND SEALED
in the presence of:

Principal

SURETY

BANK LETTERHEAD

Agreement

THE MUNICIPALITY OF CHATHAM-KENT
315 King Street West, Chatham, Ontario.

Dear Sir:

WE HEREBY AUTHORIZE you to draw on *(name and address of Bank)* for the account of *(name of Customer)* up to an aggregate amount of \$..... (numbers written out in full) available on demand as follows:

Pursuant to the request of our customer *(name of customer)* *(name and address of Bank)* hereby establishes and gives to The Corporation of The Municipality of Chatham-Kent an irrevocable Letter of Credit in its favour in the total amount of \$..... (numbers written out in full) which may be drawn upon by The Corporation of The Municipality of Chatham-Kent at any time and from time to time upon written demand for payment made upon us by The Corporation of The Municipality of Chatham-Kent by the signature only of the Treasurer or the Deputy Treasurer thereof, which demand we shall honour without enquiring whether you have any right as between yourself and our said customer to make such demand and without recognizing any claim of our said customer or objection by our said customer to payment by us. This Letter of Credit relates to obligations of our said customer to The Corporation of the Municipality of Chatham-Kent to be performed under an Agreement to which the said Corporation of the Municipality of Chatham-Kent and our said customer are parties, which Agreement bears date of *(day)* of *(month)*, *(Year)*.

The amount of this Letter of Credit may be reduced from time to time as advised by notice in writing to this undersigned from time to time by The Corporation of the Municipality of Chatham-Kent by the signature only of the Treasurer or the Deputy Treasurer thereof.

This Letter of Credit will continue in force for a period of one year, but shall be subject to the condition hereinafter set forth. It is a condition of this Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date hereof unless at least 30 days prior to any such future expiration that it elects not to consider this Letter of Credit to be renewable for any additional period.

Partial drawings are permitted against this Letter of Credit.

The undersigned acknowledges that as at this date, the Treasurer for the Corporation of the Municipality of Chatham-Kent is presently Mr. Stuart Wood.

DATED at *(City)*, Ontario this *(day)* of *(month)*, *(Year)*.

(name of Bank)

per:

per:

Letter of Credit No.
Amount
Initial Expiry Date

PUBLIC LIABILITY AND PROPERTY DAMAGE ENDORSEMENT

It is also understood and agreed that the said Contractor, has taken out a public liability policy with a property damage endorsement attached thereto, with the Company, the public liability policy insuring him against loss by liability imposed by law for damages on account of bodily injuries or death accidentally suffered by any person or persons not employed by the Assured at or about any work of the assured described by contract hereinbefore mentioned, caused by the negligence of the assured, and resulting from the operation of the trade business described in the said Contract and the property damage endorsement insuring him against loss by reason of the liability imposed by law upon the assured for damage to or destruction of property of any or every description (not, however, the property of the assured or in charge of the assured or any of his employees) resulting solely and directly from an accident due to the operations of the assured as stated in the schedule of the policy to which the endorsement is attached, provided such damage or destruction occurs during the policy period. This endorsement shall include all loss or damage by fires from any cause whatsoever and for injury or damage caused to walls or buildings, the result of excavations or damage or injury to service pipes, lines or property of any municipality, corporation or public utilities company carried underground.

The limits of the liability policy and property damage endorsements with the special terms and conditions are more fully set out in Policy No. issued by the said Company and dated theday of, 20...., which limits are as follows:

P.L.

P.D.

And the said Contractor, hereby agrees with the said Company, during the period of construction and maintenance, if any is stipulated in the contract, to maintain in full force and effect the policy above mentioned and to pay to the Company the premium or premiums due until such time as said Company shall be furnished with good and sufficient evidence of termination of liability under the Contract annexed, and it is understood that the Municipality of Chatham-Kent is named as an additional insured under that policy for the duration of the contract.

IN WITNESS WHEREOF, the said..... Contractor, has hereunto set his hand and seal, and the Company has hereunto affixed its corporate seal under the hands of its proper officials, this ___ day of _____, 20 ___.

SIGNED, SEALED AND DELIVERED

In the presence of

BID BOND

Bond No.

KNOW ALL MEN BY THESE PRESENTS THAT

..... as Principal,

hereinafter called the Principal, and a
corporation

created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in the Province of Ontario, as Surety, hereinafter called the Surety, are held and firmly bound unto

..... as Obligee,

hereinafter called the Obligee, in the amount of **ten (10) percent (%)** lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a written tender to the Obligee, dated

for

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall have the tender accepted within sixty (60) days from the closing date of the tender and the said Principal will, within the time required, enter into a formal contract and give the specified security to secure the performance of the terms and conditions of the Contract, then the difference in money between the amount of the bid or the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former.

The Principal and the Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of six (6) months from the date of this Bond.

IN WITNESS WHEREOF, the Principal and the Surety have signed and sealed this Bond this day of

....., 20 .

SIGNED AND SEALED
in the presence of:

Principal

SURETY



Municipality of Chatham-Kent

315 King Street West, P.O. Box 640
Chatham ON N7M 5K8
Tel: 519.360.1998 Fax: 519.360.1601
Toll Free: 1.800.714.7497

CONTRACTOR'S FINAL RELEASE

Project/Owner

Contractor

Owner: Corporation of the
Municipality of
Chatham-Kent

Name: _____

Address: 315 King Street West
Chatham, Ontario
N7M 5K8

Address: _____

Project #: _____

Contract Date: _____

Project Name: _____

To All Whom It May Concern:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Undersigned Contractor hereby waives, discharges, and releases any and all liens, claims and rights to liens against the above-mentioned project, and any and all other property owned by or the title to which is in the name of the above referenced Owner and against any and all fund of the Owner appropriated or available for the construction of said project, and any and all warrants drawn upon or issued against any such funds or monies, which the undersigned Contractor may have or may hereafter acquire of possess as a result of the furnishing of labour, materials, and/or equipment and the performance of work by the Contractor on or in connection with said project, whether under and pursuant to the above mentioned contract between the Contractor and the Owner pertaining to said project or otherwise and which said liens, claims or rights of lien may arise and exist.

The undersigned further hereby acknowledges that the sum of

----- /100 Dollars (\$ _____ . ____)

Constitutes the **entire unpaid balance** due the undersigned in connection with said project whether under said contract or otherwise and that the payment of said sum to the Contractor will constitute payment in full and will satisfy any and all liens, claims and demands which the Contractor may have or assert against the Owner in connection with said contract or project.

Witness

Contractor (Company/Firm Name)

Signing Officer for Contractor
Name: _____
Title: _____

I have the authority to bind the corporation

Dated this _____, 20____

**CONTRACT DOCUMENTS FOR
CONTRACT NO T13-163**

Catch Basin Cleaning

SPECIAL PROVISIONS ITEMS

GENERAL

These Special Provisions shall apply and be part of the Contract and shall take precedence over all Plans and Specifications pertaining to this Contract.

SUPERVISION

The provision of inspection staff by the Corporation is not to be considered by the Contractor a substitute for proper supervision of his work. The Contractor shall provide proper supervision on-site to ensure the quality of the work and time for completion is in keeping with the Contract. No materials shall be placed unless such supervision is provided.

COMMENCEMENT AND SCHEDULING

The Contractor shall provide his proposal of work schedule at the pre-work meeting.

The contractor shall give notice to the Corporation seven (7) calendar days prior to mobilization and execution of the work for each community. No work shall start until the Contractor is notified by the Corporation to begin and the Corporation reserves the right to discharge the Contractor if unsatisfactory work or material is being supplied in the opinion of the Director of Public works or designate.

HEALTH AND SAFETY

Contractor's employees are to wear necessary PPE as per the Occupational Health and Safety Act and Chatham-Kent Health and Safety Policy HS-006 including but not limited to: reflective vests or clothing, hard hats, safety boots, eye and ear protection. Failure to abide by these policies will result in the contractor stopping work until the deficiencies are corrected, or the contractor will be disqualified from finishing the project, and will only be reimbursed for work completed.

NOTIFICATION

Each structure shall be opened, fully cleaned, and inspected. Catch basins located on boulevards will be considered as part of this contract. The Contractor shall clearly mark each structure completed with a paint dot of a colour supplied by the corporation. Catch basins not painted will not be considered cleaned.

Upon completion of the work in each community, the contractor shall furnish the Corporation with a report including location, condition and/or deficiencies of each structure completed.

ADDITIONAL WORK

Additional work to that listed may be required and it shall be paid for at the unit price for the appropriate item under the Form of Tender.

DELETION OF WORK

Deletion of work listed in the Contract may be required. Reduction to Contract value will be based on reduced quantities at the unit price for the appropriate item of the Contract Form of Tender, and if necessary, by referring to the General Conditions, Sections GC8.01.02 variations in tender quantities.

TRAFFIC CONTROL SIGNING

All signs, delineators, barricades, lanterns and flashing lights for the purposes of maintaining traffic and detours shall be in accordance with the Ministry of Transportation Ontario manual titled " Book 7 Temporary Conditions ".

A copy of this is available on-line from the Ministry of Transportation at no cost to all users. On-line access to the OPS Publications can be obtained from the MTO website or through links established within the Ontario Good Roads Association (OGRA), The Road Authority (TRA) and Ontario Provincial Standards (OPS) websites. Hard copy and CD version of the OPS publications are available through Publications Ontario which can be contacted by Toll Free Number 1-800-668-9938.

And is also available for perusal in the Engineering and Traffic Division of the Corporation, located on the Third Floor of the Chatham Civic Centre, 315 King Street West, Chatham, Ontario.

The Ministry of Labour, through the Occupational Health and Safety Act (OHSA) and regulations for Construction Projects, R.S.O. 1990 and R.S.O. 213/91 as amended from time to time, has the legal authority to regulate the safety of workers on construction sites. The OHSA and regulations take precedence over Book 7 in matters of worker safety.

GENERAL: OPSS Form 128, 504, 510 shall apply and govern except as amended or extended herein. The Contractor shall supply, erect, maintain, remove and dispose of the detour signs required for this project.

SCOPE AND SPECIFICS: This work consists of all labour, equipment and materials required to supply, erect, maintain, the detour signs for this project as indicated on the Contract drawings. Relocation of street name, warning and informational signs set out in "Book 7 Temporary Conditions" Devices shall be incidental to the excavation works and no additional payment will be made. Contractor to maintain all regulatory signs throughout the duration of the works. Contractor to include all charges of other agencies required for the relocation of any traffic signs.

Flagging, for traffic control on this Contract shall be provided by the Contractor according to the current "Manual of Uniform Traffic Control Devices", Section A-5.

The flag person shall utilize a "Stop and Slow" paddle conforming to the requirements **of any above regulations and the OHSA** and shall attend to his/her duties in an alert and courteous manner.

The Contractor shall provide his confirmation of adherence to traffic control signage along with his work schedule and a traffic control plan and protection plan at the pre-work meeting.

All labour, equipment and material costs necessary for traffic control shall be included in the Tender item prices.

The Contractor shall, at all times, maintain local traffic through the job site. The Contractor shall be responsible and accept liability to protect the travelling public during construction and any activities associated with the completion of the work.

All signs will be made of retro-reflective material.

No signs shall be placed on private property without written permission from the owner. All traffic control signs must be approved by the Contract Administrator.

OPSS SPECIFICATIONS

As a convenience to the Bidder only, Section 29 of the "Information to Bidders" of the Contract contains a list of OPSS specifications that are frequently required for this project. Please note that all OPSS specifications and drawings shall apply to applicable items in this Contract unless amended in this specification section.

FIRST AID EQUIPMENT

The Contractor shall provide and maintain the necessary First Aid items and equipment as called for under the First Aid Regulations of the Workplace Safety and Insurance Act or OHSAA, as applicable, and as amended.

EXCESS LOADING ON MOTOR VEHICLES

Contractor's vehicles shall not be loaded in excess of the requirements of the *Highway Traffic Act*. If such violation occurs the Contract Administrator will draw the violation to the attention of the Contractor requesting that the necessary action be taken to prevent overloading. If the violation happens again the Contract Administrator shall notify the Ministry of Transportation and the Chatham-Kent Police Service that overloading is taking place. The Corporation reserves the right to request the vehicle licence to ensure compliance with the G.V.W. stated on the licence.

WEIGHT OF MATERIALS

All provisions of O.P.S.S. Form 502 shall apply, except that scales shall be located as herein required. In all cases the scale location shall be as approved by the Engineer and the materials shall be hauled directly from the scale to the point of application. The scale may be located at the source of material, except that where there is a waste or loss of material the hauling operation shall terminate until the Contractor shall provide, at his expense, scales located in accordance with the requirements of O.P.S.S. Form 502.

SIGNAGE DURING CONSTRUCTION ACTIVITIES

The Contractor shall be responsible and accept all liability to protect the travelling public during the construction and any activities associated with the completion of the work. Signs shall be bagged when not required for safe construction operations within the work area.

PROGRESS AND TIME FOR COMPLETION

The Contractor shall complete the project no later than **November 1, 2013**.

REFUSE COLLECTION

The Contractor shall clean up and dispose of all excess sod, gravel, and earth accumulated as a result of trimming to open a catch basin off-site, at his expense. If arrangements are made between the Contractor and private property owners accepting any excavated material, the Contractor shall provide a written authorization from the property owners indicating they will not hold the Corporation responsible or liable for any damages.

SPECIAL PROVISIONS APPLYING TO ALL PARTS

The unit price bid for the items shall be full compensation for the repair under that Part including all mobilization and return trips for various construction activities and restoration, regardless of the size of the individual work areas.

SPECIAL PROVISIONS – GENERAL

1. UNIT PRICES NOT INCLUDED IN THE TENDER

When prices to be used for additions to and deductions from the work cannot be determined by the unit prices submitted in the tender price the work shall be paid for as outlined under Section GC3.11 of the General Conditions.

2. COMPLETION DATE

2.1 *Time*

Time shall be the essence of this Contract.

2.2 *Commencement*

The work shall not commence until the Contractor has received a written order to commence the same, according to Section GC7.01 Sub-section 02) of the General Conditions, signed by the Contract Administrator and it shall thereupon be commenced within seven days of the commencement date specified therein and continuously and with utmost diligence and dispatch carried on to completion subject to any other provisions of this Contract and shall be completed and full possession thereof given to the Corporation by the specified completion date or working days allowed.

2.3 *Progress of the Work and Time for Completion*

The work shall begin on the date of the written order to commence and the Contractor shall diligently prosecute the work on this Contract to completion on or before the completion date as specified in the Contract.

If the completion date specified, will not permit the Contractor to complete all of the work, having worked a normal number of hours each day or week on a single daylight shift basis, it is expected that additional and/or augmented daylight shifts will be required throughout the life of the Contract to the extent deemed necessary by the Contractor to insure that the work will be completed by the completion date. Any additional costs occasioned by compliance with these provisions will be considered to be included in the prices bid for the various items of work and no additional compensation will be allowed therefrom.

2.4 *Liquidated Damages*

The Contractor's attention is drawn to Section GC8.02.09 of the General Conditions.

It is agreed by the parties to the Contract that in case all work called for under the Contract is not finished or completed by the specified completion date as set forth in the Contract, damage will be sustained by the Corporation and the parties here to agree that the Contractor will pay to the Corporation the sum of **Four Hundred Dollars \$400.00** for liquidated damages for each and every calendar day's delay, excluding Saturdays, Sundays, and Statutory holidays, in finishing the work beyond the Completion Date prescribed. It is agreed that this amount is an estimate of the actual loss or damage to the Corporation which will accrue during the period in excess of the prescribed Completion Date.

The Corporation may deduct any amount due under this paragraph from any moneys that may be due or payable to the Contractor on any account whatsoever. The liquidated

damages payable under this paragraph are in addition to and without the prejudice to any other remedy, action or other alternative that may be available to the Corporation.

3. UTILITIES AND DAMAGES DUE TO DELAYS

Bidders are instructed to take note that third parties, their contractors and sub-contractors (including, without restricting the generality of the term "third parties", Chatham-Kent P.U.C., Bell Canada, Cable T.V., and the Union Gas Company of Canada Limited) may be removing, replacing, relocating, rebuilding and renovating certain plant, fixtures and equipment (hereinafter referred to as "third party work") arising out of the work to be done pursuant to the Contract. The successful Bidder will find it necessary therefore, to arrange the scheduling and execution of his work in such a manner as to harmonize with the work of third parties. Delays in the execution of the work of the successful Bidder may be caused by the acts, omissions, misfeasance or non-feasance of such third parties.

Bidders are, therefore, emphatically instructed to note that the successful Bidder shall have no cause of action for damages or consequential damages either against the Corporation or the Contract Administrator for delays based upon the allegation that the site of the work was not made available to him by the Corporation or the Contract Administrator by reason of the acts, omissions, misfeasance or non-feasance of such third parties engaged in third party work.

4. PROTECTION OF EXISTING UTILITIES

The Contractor is responsible for the safety of existing utilities within the Contract limits. Extreme care shall be taken whilst working around these utilities to ensure that no damage is caused to these installations, and, to this end, the Contractor shall work in close co-operation with the Engineering Department of the Utility Companies involved.

5. PAYMENT FOR TESTING

The Contract Administrator may require documentary evidence to the effect that materials supplied by the Contractor comply with the terms of the specifications. Such evidence must be in the form of a certified copy of a laboratory report from a recognized testing company acceptable to the Contract Administrator. The costs in connection with these tests shall be borne by the Contractor.

Contractor complies with the terms of the specifications. Such evidence must be in the form of a certified copy of a laboratory report from a recognized testing company acceptable to the Contract Administrator. The costs in connection with these tests shall be borne by the Contractor.

Where a product name is mentioned in these specifications or on the plans, the Contractor may use an alternate or substitute product, provided that such product is proven to meet the terms of the specifications as outlined above.

6. TRAFFIC SIGNS

Existing signs shall not be removed by the Contractor, if it is necessary to have any sign temporarily removed during construction, then the Contractor shall give twenty-four (24) hours notice to the Public Works Department of the Corporation which will in turn remove the signs and replace them following construction at no cost to the Contractor.

7. GUARANTEED MAINTENANCE AND RECTIFICATION

The period of guaranteed maintenance shall be as stipulated in GC7.15, sub-section 02).

The Contractor guarantees and warrants that with ordinary wear and tear the work shall, until the end of the period of maintenance, remain in such condition as will meet with the approval of the Contract Administrator, and that he will be responsible for rectification in a manner satisfactory to the Contract Administrator, and for the cost thereof, of any imperfect work due to or arising from materials, equipment or plant incorporated into or used in the construction thereof, or due to or arising from workmanship or methods of construction that is discovered by any means at any time prior to the expiration of the maintenance period. The Contract Administrator shall decide as to the nature, extent, cause of and responsibility for imperfect work and the necessity for rectification thereof.

Prior to the expiration of the period of Guaranteed Maintenance, the Contract Administrator or his agent shall carry out an inspection of the work and shall notify the Contractor of any imperfections therein disclosed by such inspection, provided that the failure of the Contract Administrator or his agents to carry out such an inspection or to give such notification shall not relieve the Contractor or his surety from any responsibility or obligation under, or any term or provision of, the Contract.

If, as a result of imperfect work, for which the Contractor is responsible, the Corporation incurs any costs, and without limiting the generality of the foregoing, including costs of engineering and investigation and all costs of administration, or sustains damage or loss of any kind, the Contractor and his surety or sureties shall be liable to the Corporation for such costs, damage and loss. The amount of such costs, damage or loss shall be determined or estimated by the Contract Administrator and, upon such determination or estimation, shall be collected by the Corporation from the Contractor or his surety.

No payment, certificate, documents, act, failure to act, statement or representation of, by or on behalf of the Corporation, or its employees or agents, no dealing, transaction, forbearance of forgiveness which may take place between the Contractor or his surety or sureties and the Corporation or its employees or agents and no exercise or forbearance to exercise any of the rights or powers of the Corporation, shall release the Contractor or his surety or sureties from any term or provision of or any responsibility, obligation or liability under the Contract, or otherwise, or shall waive or impair any of the rights and powers of the Corporation or of the Contract Administrator.

The Contractor shall, at any time or times prior to the issuance of the Final Completion Notice and when required to do so by the Contract Administrator, make such openings, tests, inspections, excavations, examinations, or other investigations in, through, of or in the vicinity of the work as may be necessary so that the Contract Administrator may make adequate inspection and observation, and shall, as required, make good again, to

the satisfaction of the Contract Administrator, any openings, excavations or disturbances of any property, real or personal, resulting therefrom. If, in the opinion of the Contract Administrator, any imperfect work for which the Contractor is responsible is found in the work by such investigations, the cost of such investigations and such making good shall be borne by the Contractor, but if, in the opinion of the Contract Administrator, no such imperfect work is found by such investigations, the said cost shall be borne by the Corporation.

Notwithstanding expiration of the period of guaranteed maintenance, the Contractor shall not be relieved of correcting any defects or faults of which notice has been given to the Contractor prior to the expiration of the said period, or any then undiscovered defects or faults which may appear after the guaranteed maintenance period. The Contractor immediately prior to the expiration of the period of guaranteed maintenance or upon correction of the defects if these defects or faults have not been corrected during the said period, shall request a joint inspection of the work and the Contract Administrator will, on being satisfied that all necessary maintenance work has been completed, issue a Final Completion Notice.

Notwithstanding the provision of this Article, if any statute or by-law of the Province, Corporation or County where the work is being performed creates a more extended liability for faulty materials or workmanship then the provisions of such statute or by-law shall apply.

8. HEALTH AND SAFETY

i) The Corporation is firmly committed to Corporate Health and Safety.

The Contractor shall have Corporate Health and Safety Policies and Procedures as required in the Occupational Health and Safety Act and Regulations for Construction Projects, R.S.O. 1980.

ii) To provide a safe and healthy work environment, the Bidder shall:

- Work in accordance with the Provincial "Occupational Health and Safety Act and Regulations for Construction Projects" (R.S.O. 1980 Chapter 321 as amended, Ontario Regulation 213/91, Ontario Regulation 714/82).
- Work in accordance with the Contractor's Corporate Health & Safety Policies.
- Abide by any other directives or policies set forth by the Ontario Ministry of Labour and the Ontario Workers' Compensation Board.

Note: In cases of discrepancy in document content, the Policy or Procedure providing the highest level of Health and Safety shall govern.

9. HUMAN RIGHTS AND HARASSMENT

(i) The Corporation is firmly committed to providing work sites free from harassment and discrimination and has adopted a Mutual Respect in the Workplace Policy, to that effect.

The Contractor shall have Corporate Policy(ies) dealing with Harassment, Sexual Harassment, and Discrimination in the workplace and shall govern the conduct at the work site as required in the Human Rights Code, R.S.O. 1990, c. H.19 and Regulations, as amended

(ii) To provide a mutually respectful work site, the Contractor warrants and confirms:

- that it has a written policy dealing with Harassment, Sexual Harassment and Discrimination;
- that the appropriate instruction and training has been provided to the employees in relation to that policy(ies); and
- that the works shall be undertaken in strict accordance with all applicable provisions of the Human Rights Code.

Note: In cases of discrepancy in document content, the Policy or Procedure providing the highest level of protection from Harassment, Sexual Harassment and Discrimination shall govern.

(iii) The Bidder's policy and procedures and commitment to providing work sites free from Harassment, Sexual Harassment, and Discrimination will be a requirement of this Contract.

(iv) The Contractor expressly acknowledges and affirms that it will govern the entire work site in accordance with this policy and **shall ensure the compliance of all sub-contractors and their employees with those respective policies**



FAIR WAGE SCHEDULE
FOR FEDERAL CONSTRUCTION CONTRACTS

ÉCHELLE DE JUSTES SALAIRES
POUR LES CONTRATS FÉDÉRAUX DE CONSTRUCTION

Ontario – Windsor-Sarnia Zone / Ontario – Zone de Windsor-Sarnia
Effective August 15, 2011 / En vigueur le 15 août 2011

<p>Construction trades workers on the federal government construction contract listed in this appendix must be paid a regular hourly wage rate no less than the rate on this schedule for the type of work they are doing under the contract.</p> <p>The apprentice wage rates are included into this schedule by reference to the Ontario <i>Trades Qualification and Apprenticeship Act</i> and its Regulations. Thus, where the Regulations refer to a percentage of a corresponding journeyperson's wage for a specific occupation, that percentage shall be applied against the wages listed below.</p>	<p>Les travailleurs de métiers de la construction, sur un contrat fédéral de construction, doivent être payés à un taux de salaires non moindre que le taux de cette échelle pour le type de travail effectué en vertu du contrat en question.</p> <p>Le salaire des apprentis est inclus dans cette échelle en faisant référence à la Loi sur la qualification professionnelle et l'apprentissage des gens de métier de l'Ontario et ses Règlements. Ainsi, là où les Règlements prescrivent que le salaire d'un apprenti doit correspondre au pourcentage du salaire d'un ouvrier qualifié de la même occupation, le calcul sera effectué en utilisant les taux ci-dessous.</p>
<p>*Denotes a compulsory trade: a trade license or apprenticeship registration valid in Ontario is required to work in the occupation.</p>	<p>*Dénote un métier obligatoire : un métier qui exige une licence ou un enregistrement d'apprentissage valide en Ontario.</p>
<p>CLASSIFICATION OF LABOUR CATÉGORIES DE MAIN-D'OEUVRE</p>	<p>FAIR WAGE RATE PER HOUR NOT LESS THAN TAUX DE JUSTE SALAIRE NON INFÉRIEUR À</p>
<p>*Electricians *Electriciens</p>	<p>35.64</p>
<p>*Plumbers *Plombiers</p>	<p>30.28</p>
<p>Sprinkler System Installers Poseurs de gicleurs</p>	<p>36.14</p>
<p>*Pipefitters, Steamfitters *Tuyauteurs, monteurs d'appareils de chauffage</p>	<p>32.52</p>
<p>*Sheet Metal Workers *Toliers (ouvriers de feuilles de métal)</p>	<p>28.07</p>
<p>Boilermakers Chaudronnier</p>	<p>33.26</p>
<p>Ironworkers (except Reinforcing Ironworkers (Rebar/Rodman)) Monteurs de charpentes métalliques (sauf ferrailleurs et placeurs de tiges métalliques dans le béton)</p>	<p>29.44</p>
<p>Reinforcing Ironworkers (Rebar/Rodman) Placeurs de tiges métalliques dans le béton</p>	<p>32.26</p>
<p>Carpenters Charpentiers-menuisiers</p>	<p>27.82</p>
<p>Bricklayers Briqueteurs-maçons</p>	<p>33.53</p>
<p>Cement Finishers Finisseurs de béton ou ciment</p>	<p>26.47</p>

Tilesetters (including terrazo, marble setters) Poseurs de carrelage (de céramique, de marbre, etc.)	31.65
Plasterers and Drywall Tapers Pâtriers et jointoyeurs de cloisons sèches	31.33
Drywall Installers, Finishers and Lathers Latteurs et poseurs de cloisons sèches, finisseurs	32.26
Interior System Mechanics (including steel stud) Mécaniciens de systèmes intérieurs (incluant structure d'acier)	32.38
Roofers Couvreurs de revêtement de toiture	17.35
Glaziers Vitriers	29.20
Insulators Calorifugeurs	33.56
Painters Peintres	25.16
Flooring Installers Poseurs de revêtements d'intérieur	30.22
Construction Millwrights Mécaniciens de chantier	34.60
*Heavy-Duty Equipment Mechanics *Mécaniciens d'équipement lourd	24.22
*Refrigeration and Air Conditioning Mechanics *Mécaniciens en réfrigération et climatisation	30.62
Elevator Constructors Constructeurs d'ascenseurs	43.53
*Mobile Crane Operators *Conducteurs/opérateurs de grue mobile	33.82
*Tower Crane Operators *Conducteurs/opérateurs de grue à tour	34.78
Straight Truck Drivers Conducteurs de camions unitaires	18.63
Road Tractor Drivers for Semi-Trailers and Trailers Conducteurs de tracteurs routiers pour semi-remorques ou remorques	22.30
Operators-Heavy Equipment (ex. Cranes, Graders) Conducteurs de machinerie lourdes (sauf grues, niveleuses)	28.63
Grader Operators Conducteurs de niveleuse (grader)	27.47
Asphalt Plant Operators Opérateurs de machinerie de pavage	24.13
Scraper Operators Conducteurs de scraper	29.16
Packer (road roller) Operators Conducteurs de rouleau compresseur (Packer)	26.45
Pressure Vessel Welder Soudeur de réservoirs pour fluides sous-pression	27.31

Traffic Accommodation/Control Persons Ouvriers chargé de diriger la circulation	19.05
Labourers (Except Traffic Accommodation/Control Persons) Manoeuvres (sauf ouvriers chargé de diriger la circulation)	22.60
Fair wage schedule prepared by: Labour Standards and Workplace Equity Division Labour Program, Human Resources and Skills Development Canada	L'échelle des justes salaires est préparée par : Division des normes du travail et équité en milieu de travail Programme du travail, Ressources humaines et Développement des compétences Canada
Based on The National Construction Industry Wage Rate Survey (2009) conducted by the Small Business and Special Surveys Division, Statistics Canada.	Basée sur l'Enquête nationale sur les taux salariaux dans le secteur de la construction (2009) faite par la Division des petites entreprises et enquêtes spéciales, Statistique Canada.

CONTRACTORS SHOULD NOTE:	L'ENTREPRENEUR DOIT NOTER :
<p>a) that during the term of this contract, the rates listed herein may be revised in accordance with the labour conditions; and</p> <p>b) that in carrying out any of the work contemplated by this contract, the contractor is also subject to any applicable provincial laws and regulations; and</p> <p>c) overtime must be paid according to provincial legislation concerning hours of work at a rate equal to at least one and one-half times the fair wage rate; and</p> <p>d) schedule rates are 'straight' wages and do not include compensation in the form of benefits (for example, medical, dental or pension plans); and</p> <p>e) in the event of a complaint under the Fair Wages and Hours of Labour Act, if the occupation of the complainant is not on the posted schedule, the Labour Program inspector will assign the most similar occupation from the schedule by comparing the national occupational classification (NOC) code and the job description that best defines the work actually done by the complainant.</p>	<p>a) que pendant la durée de ce contrat, les taux de salaires énumérés dans l'annexe peuvent être révisés en conformité avec les conditions de travail, et</p> <p>b) que dans l'exécution de tout travail prévu par le contrat, l'entrepreneur est aussi assujéti aux lois et règlements provinciaux, et</p> <p>c) le temps supplémentaire doit être rémunéré conformément aux lois provinciales relatives aux heures de travail à un taux équivalent au moins une fois et demi le taux des justes salaires, et</p> <p>d) les taux de l'échelle fait référence à la rémunération en salaire et ne comprennent pas la rémunération sous forme d'avantages sociaux (par exemple, les plans d'assurance médicale ou dentaire, ou les régimes de pension), et</p> <p>e) dans le cas d'une plainte sous la Loi sur les justes salaires et les heures de travail, si le métier du plaignant ne figure pas dans l'échelle affichée, l'inspecteur du Programme du travail déterminera le métier le plus semblable dans l'échelle en comparant le code et la description de tâches de la Classification nationale des professions (CNP) qui décrivent le mieux le travail effectué par le plaignant.</p>

<p>FOR INFORMATION CONCERNING THESE SCHEDULES AND THE <i>FAIR WAGES AND HOURS OF LABOUR ACT</i> UNDER WHICH THEY ARE DEVELOPED, OR TO LODGE A COMPLAINT, CONTACT YOUR NEAREST LABOUR PROGRAM DISTRICT OFFICE LISTED IN THE BLUE PAGES OF YOUR TELEPHONE DIRECTORY UNDER GOVERNMENT OF CANADA, HUMAN RESOURCES AND SKILLS DEVELOPMENT CANADA OR CALL 1-800-OCANADA.</p>	<p>POUR OBTENIR DE L'INFORMATION SUR LES ÉCHELLES ET LA <i>LOI SUR LES JUSTES SALAIRES ET LES HEURES DE TRAVAIL</i> SOUS LAQUELLE ELLES ONT ÉTÉ DÉVELOPPÉES, OU POUR DÉPOSER UNE PLAINTE, CONTACTEZ LE BUREAU LOCAL DU PROGRAMME DU TRAVAIL LE PLUS PRÈS DE CHEZ VOUS EN CHERCHANT DANS LES PAGES BLEUES DE VOTRE ANNUAIRE SOUS GOVERNEMENT DU CANADA, RESSOURCES HUMAINES ET DÉVELOPPEMENT DES COMPÉTENCES CANADA. VOUS POUVEZ ÉGALEMENT TÉLÉPHONER AU 1-800-OCANADA.</p>
--	--