

REQUEST FOR PROPOSAL

South River Train Station Restoration

For:

The Village of South River, Ontario

Architectural Project No. 2232

Background Information

The Village of South River is seeking professional building Contractors to perform restorative upgrades needed for the existing Train Station located at Ottawa Avenue in South River.

The existing station is considered an important element of the local heritage. The hope is that the train station will eventually be fully restored as an operating railway stop for the anticipated Ontario Northland Railway passenger car service, expected in the coming years.

As limited funds are available for the full restoration, the Village have elected to perform the Work in Phases, with Phase 1 aiming at exterior upgrades, siding, windows, doors, roofing, insulation and electrical. Sitework and interior work will be limited in scope, but all phases must be planned and anticipated within the design and construction process of Phase 1.

Purpose

The purpose of this RFP is to solicit proposals for the purposes of entering into a contract through competitive negotiations for the supply of labour, materials, supervision, and equipment necessary for the Work required for the **South River Train Station Restoration** for the **Village of South River**.

For purposes of the RFP and Contract, the terms "Owner", and " **Village of South River**" shall be considered synonymous.

The Plans and Specifications for this opportunity are attached and are referred to herein as the Contract Documents.

The complete set of RFP Documents are available by the Consultant. The RFP Documents are made available only for the purpose of submitting responses to this RFP.

Expected Timelines

Refer to attached Specification Section 00100, Instructions to Proponents from Bertrand Wheeler Architecture Inc. for further information.

Pre-Bidding Event

Refer to attached Specification Section 00100, Instructions to Proponents from Bertrand Wheeler Architecture Inc. for further information.

The Contractor, in undertaking this contract, is assumed to have visited the premises and to have taken into consideration all conditions which might affect the work. No consideration will be given to any claims based on lack of knowledge of existing conditions.

General Conditions

All Work shall conform to the attached Contract Documents.

It is understood that except as otherwise specifically stated in the contract, that the Contractors shall provide and pay for all materials, labour, tools, equipment, and transportation of every nature and all other services and facilities of every nature whatsoever, necessary to execute, complete and deliver the work within the specified time.

Permits and licenses necessary for the execution of work shall be arranged and paid for by the Contractor. All supplies and material shall be new. Any work necessary to be performed after regular working hours, such as evenings, weekends, or statutory holidays, shall be performed without additional expense to the Owner.

Project Description

The Village of South River will be performing **the Train Station Restoration at Ottawa Avenue in South River, Ontario**. Refer to the proposed Contract Documents for full details.

The Owner is anticipating substantial completion by no later than **September 30, 2024**.

All Contract Documents are intended to convey scope and general intent of performance and work. All given dimensions are approximate. The Contractor shall verify all dimensions, quantities and details on site. Contractor shall report all discrepancies to the Architect.

The facility shall never be opened to the elements at any time. All openings must be covered in a manner to withstand any weather condition and must be secured to avoid anyone entering the building through any openings.

All outside and inside areas of the building and the grounds shall remain clean and free of any construction debris. An allotted area will be allowed for material storage.

Evaluation Criteria

Proposals will be evaluated by an evaluation team with representation from all key functional areas.

BY RESPONDING TO THIS RFP, CONTRACTORS AGREE TO ACCEPT THE RECOMMENDATION OF THE EVALUATION TEAM AS TO THE SUCCESSFUL CONTRACTOR AND ACKNOWLEDGE AND AGREE THAT THE OWNER'S EVALUATION TEAM MAKES THE FINAL DECISION.

Price **50%** (Submit Completed Tender Form as per the Bid Documents). All proponents shall ensure that the alternative pricing is clear and complete.

Qualifications **10%**

Completion Date / Scheduling **25%**

Completion of projects with similar size and scope, providing references to confirm that the contractor has the experience and resources to complete the project. Work in a local, northern Ontario setting is a benefit. **15%**

Proposals will be evaluated from Contractors that can demonstrate that they have the necessary staffing, facilities, experience, ability, and financial resources to perform the work in a satisfactory manner. Proven track record must be demonstrated.

In event that the lowest compliant bid exceeds the amount of funding allocated for the Work, the Owner, in its sole discretion may:

- a. Cancel the solicitation; or
- b. Obtain additional funding and award the contract to the Bidder submitting the lowest compliant bid, and/or,
- c. Negotiate a reduction in the bid price and/or scope of work of not more than 15% with the Bidder submitting the lowest compliant bid. Should an agreement satisfactory to the Owner not be reached, the Owner may exercise option a or b.

The Owner may reject any bid based on an unfavorable assessment of the:

- a) Adequacy of the bid price to permit the work to be carried out;
- b) Contractor's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the contract; and
- c) Contractor's performance on other contracts (if applicable).

Proposal Form and Format

This section defines the proposal preparation and submission procedures that are to be followed by all applicants. Applicants are cautioned to carefully read and follow the procedures required by this proposal, as any deviation from these requirements may be cause for rejection.

1. The Proposal submission is to remain firm for acceptance for a period of 30 days from the date of closing. The Owner will not be responsible for any costs incurred in the preparation and submission of proposal.
2. The proposal shall be signed, with an original signature, by a duly authorized representative of the Contractor.
3. The bid shall be in Canadian currency.

All proposals must be in a sealed envelope and clearly marked “**SOUTH RIVER TRAIN STATION RESTORATION, BWA ARCHITECTURAL PROJECT 2232**”.

All expenses for making Proposals shall be borne solely by the Contractor.

All proposals shall be received as per the time indicated within the attached Documents.

All Proposals should include:

1. A completed and executed Price Form (see Specification Section 00300).
2. A summary of your work experience. This should include specific examples of recent and previous work. CCDC 11 format is recommended.
3. Contact information for at least three references to whom you have provided similar work.
4. A description of the project process or work plan (timeline).
5. An hourly service rate for additional time, should it be required for work outside the scope of this RFP. Provide rates for various contracting team members, such as supervisor, general labourer, etc.

Questions/Inquiries

Additional information or clarification of any of the instructions or information contained herein regarding this Request for Proposal are to be directed to:

Emilie Renaud via email at **emilie@bertrandwheeler.ca**

Any interpretation documents will be made by addendum to the RFP. Addenda will be issued to known proponents via email. All questions should be submitted no later than 5 days prior to date of submission.

Inquiries must not be directed to the Owner’s employees or Elected Officials. Directing inquiries to anyone other than the above mentioned may result in your submission being rejected.

All clarification requests are to be sent in writing to the individual mentioned above. No clarification requests will be accepted by telephone. **Responses to clarification requests will be provided to all Contractors in writing.**

The Owner will not be responsible for any other explanations or interpretations. The Owner reserves the right to extend the due date if such information significantly amends this solicitation or makes compliance with the original due date impractical.

Rights Reserved by the Owner

Submission of a Proposal indicates acceptance by the Contractor of the conditions contained in the Request for Proposal, unless clearly and specifically noted in the proposal and in any contract between the Owner and the Contractor selected.

The Owner is not liable for any costs incurred by the Contractor in the preparation of their response to the RFP or selection interviews, if required. Furthermore, the Owner shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Contractor, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the Owner of any proposal, or by reason of any delay in the award of the Proposal.

The lowest bid proposal will not necessarily be accepted. The Owner reserves the right to accept/reject any or all proposals and/or reissue the RFP in its original or revised form.

The Owner reserves the right to cancel this RFP at any time, without penalty or cost to the Owner. This RFP should not be considered a commitment by the Owner to enter into any contract.

The Owner further reserves the right to negotiate and to refine the requirements where it is in the Owner's best interest.

The Owner reserves the right to accept or reject any or all bids as it deems to be in their interest to do so, without penalty.

In the event of any disagreement between the Owner and Contractor regarding the interpretation of the provisions of the RFP, the Consultant, shall make the final determination as to interpretation.

Insurance and Indemnification

Contractor shall protect, defend and save the Owner harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a part or parties, by or from any of the acts of the Contractor, and/or the agents, employees, successors or assigns the Contractor.

Prior to commencement of work, the Contractor shall furnish to the Owner a Certificate of Insurance showing compliance with the Contract Documents.

Compliance with applicable laws

- 1) By submission of a bid, the Contractor certifies that the Contractor has the legal capacity to enter into a contract and is in possession of all value licenses, permits, registrations, certificates, declarations, filings, or other authorizations necessary to complete with all federal, provincial and municipal laws and regulations applicable to the submission of the bid and enter into any ensuing contact for the performance of work.
- 2) The Contractor shall, if requested, provide a copy of every valid license, permit, registration, certificate, declaration, filing or other authorization listed in the request

Conflict of Interest

- 1) In order to protect the integrity of the procurement process, Contractors are advised that the Owner may reject a bid in the following circumstances:
 - a) If the Contractor, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - b) If the Contractor, any of its subcontractors, any of their respective employees had access to information related to the bid solicitation that was not available to other Contractors and that would, in the Owner's opinion, give or appear to give the Contractor an unfair advantage.

Warranty

Refer to attached Contract Documents from Bertrand Wheeler Architecture Inc. for full information.

Payment

Refer to attached Contract Documents from Bertrand Wheeler Architecture Inc. for full information.

1 Consultants

- .1 The following are the consultants and sub-consultants who have prepared the Contract Documents.

PRIME CONSULTANT / ARCHITECT

Bertrand Wheeler Architecture Inc.
528 Cassells Street
North Bay, Ontario P1B 3Z7
Phone: (705) 472-0988
Fax: (705) 472-2486
Marcus Wheeler, OAA
Architect

2 Sub-Consultants

MECHANICAL & ELECTRICAL ENGINEERS

Suppa Engineering
48 Exeter Street
North Bay, Ontario P1B 8G5
Phone: (705) 707-2121

END OF SECTION

1.1 List of Documents

- .1 The following is a list of all documents issued for Tender, excluding addenda issued during bidding period. The Bidder is responsible for reviewing the documents received and ensuring that all documents are complete.

.2 DRAWINGS:

Drawing No. Title

Architectural

A0.0	COVER SHEET & SITE PLAN
A0.1	GENERAL INFO & OBC MATRIX
A1.1	FLOOR PLAN – EXISTING & DEMO
A1.2	FLOOR PLAN – NEW
A1.3	REFLECTED CEILING PLAN
A1.4	ROOF PLAN
A2.1	BUILDING SECTIONS
A2.2	TYPICAL DETAILS
A3.1	ELEVATIONS
A3.2	WINDOW, DOOR, FRAME ELEVATIONS, SCHEDULES
A4.1	SPECIFICATIONS

MECHANICAL

M101	PLUMBING & VENTILATION – LEGEND, NOTES, SCHEDULES, AND SPECIFICATIONS
M102	PLUMBING & VENTILATION – FLOOR PLANS
M103	PLUMBING & VENTILATION – DETAILS

ELECTRICAL

E101	LEGEND, NOTES, SCHEDULES AND SPECIFICATIONS
E102	POWER AND LIGHTING – FLOOR PLANS

.3 PROJECT MANUAL – SPECIFICATIONS

Division 00 No. Pages

00025	Consultant Team List.....	1
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00100	Instructions to Proponents.....	7
00300	Pricing Form	3
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Division 01 - General Requirements No. Pages

01001	General Requirements	3
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Divisions 02 – 14

See Drawings

Division 15 & 16 – Mechanical & Electrical

See Drawings

END OF SECTION

1 GENERAL

1.1 Invitation

- .1 The **Village of South River** shall receive proposals from General Contractors for the supply of all goods and/or services specified in this Request for Proposals (RFP).
 - .1 Sealed proposals clearly marked “**2232 South River Train Station Restoration**” shall be delivered prepaid to the Consultant at the following address.

Bertrand Wheeler Architecture Inc.
528 Cassells Street,
North Bay, ON P1B 3Z7

Attention: Emilie Renaud

before 3:00:00 p.m. local time on Friday, April 12, 2024.
- .2 Closing time will be taken from the Universal Time Clock (UTC) at [<http://www.time.gov>]. Offers submitted after the above time will be returned to the bidder unopened.
- .3 Proposal submission envelopes or containers that are not properly identified as such may be rejected and returned to the proponent if they are inadvertently opened as regular mail prior to the closing date and time.
- .4 Proposals must be submitted on the Pricing Form issued with RFP Documents.
- .5 Proposals may be submitted by email.
 - .1 Proponents are solely responsible for timely delivery.
 - .2 Proponents shall govern themselves accordingly and accept all risks with submitting Tenders and/or amendments via email. The Owner and Consultant accepts no liability to ensure that tenders and amendments have been successfully received.
 - .3 Contractors are encouraged to submit tender forms early. Time recorded on the Consultant's equipment shall determine time of submission.
 - .4 Hardcopies of all submissions, including all required submittals, shall be couriered promptly upon request from the Consultant or Owner.
 - .5 Digital submissions shall be emailed to emilie@bertrandwheeler.ca.
- .6 All submissions will be opened privately.
- .7 All blanks on Pricing Forms must be filled in.
- .8 Proponents shall be solely responsible for the delivery of submissions in the manner and time prescribed.
- .9 All prices (unless otherwise specifically requested in RFP Documents) shall be for “Complete Job” prices and shall be understood to include for all materials, labour and other expenses as herein outlined in these contract documents including but not limited to fees, insurances, permits, compensation and other items required by governing regulations as well as overhead and profit for the work concerned.

1.2 Intent

- .1 The intent of this RFP is to obtain an offer to perform the **South River Train Station Restoration** located at **Ottawa Avenue, South River, Ontario**, for the **Village of South River**.
- .2 The work shall be performed within a Stipulated Price contract, in accordance with the Contract Documents.

1.3 Contract Documents and Owner Identification

- .1 The Contract Documents are identified as the:

**South River Train Station Restoration
The Village of South River
Arch. Project No. 2232**

- .2 The Owner of the Project:

**The Village of South River
63 Marie Street
South River, ON P0A 1X0**

1.4 Contract / Bid Documents

- .1 Form of Contract
 - .1 The CCDC Document 2, Stipulated Price Contract, 2020, will be used to form the Construction Contract. This document will be appended to this document to form the Contract Documents for the project. A digital sample of this document will be made available to Bidders upon individual request to the Consultant.
- .2 Definitions
 - .1 Contract Documents: Defined in CCDC 2 - 2020 Edition, Definitions.
 - .2 Bid Documents: Contract Documents supplemented with Instructions to Bidders, Soils Investigation Data, Bid Form, Bid Securities, and Bid Supplementary Forms identified herein.
 - .3 Bid, Offer, or Bidding: Act of submitting an offer under seal.
 - .4 Bid Price: Monetary sum identified by the Bid Form.
- .3 Availability
 - .1 Electronic Bid Documents, in PDF format, may be obtained at the office of the Consultant.
 - .2 CAD documents will not be made available.
 - .3 Hardcopy Bid Documents will not be made available.
 - .4 Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not confer a license or grant for any purpose.
- .4 Examination
 - .1 Upon receipt of Bid Documents verify that documents are complete. Notify Consultant should the documents be incomplete.

- .2 Immediately notify the Consultant upon finding discrepancies or omissions in the Bid Documents.
- .5 Queries / Addenda
 - .1 Direct questions to the Consultant at the following address:

Emilie Renaud
c/o Bertrand Wheeler Architecture Inc.
528 Cassells Street, North Bay, Ontario P1B 3Z7
Tel: 705-472-0988 Fax: 705-472-2486
email: emilie@bertrandwheeler.ca
 - .2 Addenda may be issued during the bidding period. All addenda become part of the Contract Documents. Include costs for all related work within the Bid Price.
 - .3 Verbal answers are only binding when confirmed by written addenda.
 - .4 Clarifications requested by bidders must be in writing not less than seven (7) days before date set for receipt of bids. The reply will be in the form of an addendum, a copy of which will be forwarded to known bidders no later than two (2) working days before receipt of bids.
- .6 Product/System Options
 - .1 Where the Bid Documents stipulate a particular product, alternative will be considered by the Consultant up to ten (10) days before receipt of bids.
 - .2 When a request to substitute a product is made, the Consultant may approve the substitution and will issue an Addendum to known bidders. The request shall include sufficient information to enable the Consultant to determine acceptability of such products.
 - .3 In submission of substitutions to products specified, bidders shall include in their bid, any changes required in the work to accommodate such alternatives. A later claim by the bidder for an addition to the contract price because of changes in work necessitated by use of alternatives shall not be considered.
 - .4 Unless alternatives are submitted in this manner and subsequently accepted, provide products as specified.
 - .5 Alternative products will not be considered if submitted as an attachment to the Bid Form.

1.5 Site Assessment and Investigations

- .1 Site Examination
 - .1 Carefully examine and study all of the Contract Documents and inspect the Site of the work in order to determine all conditions affecting the work and associated costs.
 - .2 Each bidder shall visit the site of the work before submitting a Bid and shall by personal examination be satisfied as to the local conditions that may be encountered during construction. Each Bidder shall make its own estimate of the available facilities and any difficulties that may be encountered and the nature of the sub surface materials and conditions.
 - .3 In connection with the place of Work, each Bidder shall examine the surroundings and adjacent public and private properties for existing conditions and limitations including but not limited to the rights and interest of other parties that may be interfered with during the construction.

- .4 Bidder Site Reviews:
 - .1 There will not be a Mandatory Meeting for Bidders.
 - .2 Bidders are required to carefully review the facility, quantify, inspect on site conditions and ensure themselves of the actual qualities to complete the work.
 - .3 The act of submitting a tender is confirmation that the Bidder has visited the project site and surrounding properties and has become familiar with the place of work and related documents.
 - .4 No Bidder shall claim, at any time after submission of its Bid, that there was any misunderstanding of the terms and conditions of the Contract Documents relating to site conditions.
 - .5 No adjustment to the Progress Schedule or to the Bid price will be made for difficulties encountered due to conditions, features, and peculiarities of the site that were evident at the time of the close of Bids.
- .5 A Geotechnical Investigation or a Hazardous Materials Survey was not completed for this project. Reviews shall be performed by Allowance as the work proceeds. Report all issues regarding existing conditions of the site promptly to the Consultant.
- .6 Previous Structural Upgrades were designed by AECON within the past 10 years. Structure is assumed to be stable. Report all issues regarding existing conditions of the site promptly to the Consultant.

1.6 Qualifications

- .1 All work shall be performed diligently and to a high standard of professional competence by all parties.
- .2 Bidders may be asked to provide detailed information on the professional qualifications of all staff who are expected to be involved with the work.
- .3 Bidders may be asked to identify a single senior individual who shall co-ordinate the work from beginning to end.
- .4 Subcontractors
 - .1 All Contractors shall carefully consider the suitability of all sub-contractors.
 - .2 The Owner reserves the right to reject a proposed subcontractor for reasonable cause.
 - .3 Refer to CCDC 2 Article GC 10 of General Conditions.

1.7 Bid Submission

- .1 Bid Ineligibility
 - .1 Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetic errors, erasures, alterations, or irregularities of any kind, may at the discretion of the Owner, be declared informal.
 - .2 Bids with Bid Forms and enclosures which are improperly prepared may at the discretion of the Owner, be declared informal.
 - .3 Bids that fail to include security deposit, bonding or insurance requirements shall at the discretion of the Owner, be declared informal.
 - .4 Bids that are submitted by general contractors that are not prequalified or that did not attend the mandatory site visit shall be disqualified and returned to the Bidder without further consideration

- .5 Submitted that do not include all requested values for each separate price, add-on price or take-out price shall at the discretion of the Owner, be declared informal.
 - .6 Bids may not be submitted by telecommunications.
 - .7 The Owner shall not be held responsible for any such equipment malfunctions, printing malfunctions, power failures or any other such instances that would otherwise prohibit the tender form from being submitted.
- .2 Submissions
- .1 Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
 - .2 Submit one copy of the executed offer on the Bid Forms provided, signed together with the required security in a closed opaque envelope, clearly identified with bidder's name, project name and Owners name on the outside. Alternatively, if submitting by e-submission, attach all required documents as outlined in 1.1.1 above.
 - .3 Improperly completed information, irregularities in bid bond, may be cause not to open the bid envelope and declare the bid informal.

1.8 Bid Enclosures/Requirements

- .1 Security Deposit
- .1 **Bonding will not be required for this project.**
 - ~~.2 Each tender shall be submitted with a Bid Bond in the name of an approved surety, made payable to owner in an amount equal to the lesser of **10% (ten percent) of the Tender Price or \$15,000**, as a guarantee that the Bidder will, if the tender is accepted, execute a general construction contract as specified herein and provide the specified Performance and Labour and Materials Bonds within ten (10) days of acceptance.~~
 - ~~.3 Endorse the Bid Bond in the name of the Owner as obligee, signed and sealed by the principal Contractor and surety.~~
 - ~~.4 Use Bid Bond form CCDC 220.~~
 - ~~.5 The security deposit will be returned after delivery to the Owner of the required Performance and Labour and Materials Payment Bond (s) by the accepted bidder.~~
 - ~~.6 If no contract is awarded, all security deposits will be returned.~~
- .2 Agreement to Bond
- .1 **Bonding will not be required for this project.**
 - ~~.1 Where Bonding is required, submit with the Bid Form and Bid Bond, an Agreement to Bond, stating that the surety providing the Bid Bond is willing to supply the Performance and Labour and Materials Payment Bond required.~~
 - ~~.2 Include the cost of bonds in the Bid Price.~~
- .3 Performance Assurance
- .1 **Bonding will not be required for this project.**
 - ~~.1 Where Bonding is required, the accepted bidder shall provide a 50% Performance Bond and 50% of Construction Cost Labour and Materials Payment Bond.~~
- .4 Insurance

- .1 Provide a signed "Undertaking of Insurance" on a standard form provided by the insurance company stating their intention to provide insurance to the bidder in accordance with the insurance requirements of the Contract Documents.
- .5 Bid Form Requirements
 - .1 State in the Bid Form, the time required to complete the work. The Substantial Completion date in the Agreement shall be calculated based on the number of weeks of construction indicated in the Bid Form commencing from the date of Intent to Award. The commencement date of the construction schedule in the agreement will be the date of Award of Contract.
 - .2 Verify the receipt and inclusion of all Addenda.
 - .3 Verify the inclusion of all Allowances.
 - .4 Include the names of all Subcontractors and the portion(s) of the work the Bidder will perform as per the list provided within the Bid Form.
- .6 Bid Signing
 - .1 The Bid Form shall be signed under seal by the bidder.
 - .2 Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
 - .3 Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word partner under each signature. Affix seal to each signature.
 - .4 Limited Company: Signature of a duly authorized signing officer (s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the bid is signed by officials other than the President and Secretary of the company, or the President and Secretary of the company, or the President-Secretary-Treasurer of the company, a copy of the by-law resolution of the Board of Directors authorizing them to do so, must also be submitted with the bid in the bid envelope.
- .7 Taxes
 - .1 Base Bid Price (Tender Price) excludes required Harmonized Sales Tax (HST).
- .8 Cash Allowances
 - .1 Cash Allowances shall be included in the Base Bid in accordance with Part 4 of the General Conditions of the Contract. Cash Allowances are identified in Division 01.

1.9 Offer Acceptance/Rejection

- .1 Duration of Offer.
 - .1 Bids shall remain open to acceptance and shall be irrevocable for a period of **thirty (30) days** after the bid closing date.
- .2 Bid Evaluation and Acceptance
 - .1 The Owner will first evaluate bids based upon the completion of the bid submission, including the submission of all required documents conforming to Bid Submission and Bid.
 - .2 Enclosures/Requirements will deem a bid complete. All incomplete submissions shall at the discretion of the Owner, be deemed informal and disqualified.
 - .3 After completion of the bids has been evaluated the bidders submitting complete tenders will be evaluated for the offer which represents "best value"; the interpretation of which will be made by the Owner.
 - .4 The Owner reserves the right to reject all bids.

- .5 Tender opening will be closed to the public. The company name of the successful bidder will be made available after Award.
- .6 Except as otherwise indicated within this document all other bid evaluation procedures shall follow the guidelines as addressed in 'CCDC Document 23 – 2005 A Guide to Calling Bids and Awarding Contracts' as indicated for a Stipulated Price Contract.

1.10 Conflict of Interest

- .1 Bidders shall declare in the Tender Form any situation that may be a conflict of interest or a potential or perceived conflict of interest of the Bidder, including but not limited to its obligations to the Owner, the contract, the contract price or any customer.

1.11 No Influence

- .1 The Owner prohibits its representatives from using their official position for personal financial gain, or from accepting any personal advantage from anyone under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of their duties, extend any gratuity or special favor to the proponent, or to influence the outcome of any proposal.
- .2 The Owner reserves the right to disqualify the tender of any bidder who engages in any acts or practices which are either directly or indirectly, or may reasonably be perceived.

1.12 Inappropriate Conduct

- .1 The Owner may disqualify a bidder's tender and give it no further consideration based on past performance or based on inappropriate conduct in a prior procurement process, and such inappropriate conduct shall include but not be limited to:
 - .1 The submission of proposals or quotations containing misrepresentations or any other inaccurate, misleading or incomplete information;
 - .2 The refusal of the proponent to honor its previous commitments; or
 - .3 Any other conduct constituting a conflict of interest. For the purposes of this section, "conflict of interest" shall have the meaning ascribed to it on the Proposal Submission Form.

1.13 Agreement to Abide by the Established Tender Process

- .1 No proponent can be seen to be deriving, intentionally or otherwise, an advantage, information or benefit which is not available to all other Bidders or from any special or personal relationships or contacts or seeking or obtaining any advantage or information from any staff and representatives of the Owner, whether authorized or not. The Tender Form includes a clause which confirms concurrence with the Tender Process. In signing the Tender Form, Bidders are agreeing to abide by the established process.

END OF SECTION

Tender Form Submitted By Name: _____
Address: _____
Telephone: _____
Email: _____

Tender Submitted to Attention: _____

Emilie Renaud
Bertrand Wheeler Architecture Inc.
528 Cassells Street,
North Bay, ON P1B 3Z7

Base Bid We offer to enter into a Contract to perform the Work required by the RFP and Contract Documents for the stipulated price of:

_____ (\$ _____)

The above Base Bid offer does not include value added taxes (HST).

Construction Time We agree to complete the Work in accordance with the Tender Documents, including Section 01011, Summary of Work within _____ weeks of the date of Notice of Award (Letter of Intent).

We acknowledge the timing by the following initials. _____

Confirmation of Documents We acknowledge our compliance with the Instructions to Bidders and the Tender Documents relating to the Work, including all Addenda as follows.

We acknowledge receipt of Addenda No's. _____ to _____.

Allowances We have included all allowances as Specified under Specification Section 01021, Allowances, within our Base Bid price. List the total amount of all Allowances on the following List of Sub-Contractors.

Insurances We have appended a Certificate of Insurance and a WSIB Certificate to this tender in accordance with the Instructions to Bidders.

Bid Bond We have appended an acceptable Tender Bid Bond and a Consent of Surety to this tender in accordance with the Instructions to Bidders.

Bid Evaluation Information We have appended information relating to the Bid Evaluation procedure as prescribed by the Owner and understand that the selection will be based upon the procedure described therein.

Tender We agree and acknowledge that the lowest or any of the submitted Tenders will not necessarily be accepted.

We agree and acknowledge that this Bid is irrevocable and open to acceptance for a period of **30 days** from the date of Bid Closing.

Signed, sealed and submitted for and on behalf of:

Company Name

Address

Name and Title

Witness Name and Title

Signature

Witness Signature

Date

(Affix Corporate Seal over signature)

List of Sub-Contractors

The following are the Sub-Contractors we propose to use for the divisions or sections of the Work (name all subcontractors to perform work). Value added taxes for the sections of Work are not included in the following amounts.

Division / Section	Name of Sub-Contractor	Amount
	See Specification Section 01021 (insert full amount of both Cash & Contingency Allowances)	\$
Allowances		\$
Demolition/ Removals		\$
Vinyl Windows		\$
Doors & Frames		\$
Wood Siding Supplier		\$
Roofing		\$
Framing & Carpentry		\$
Framing		\$
Painting		\$
Plumbing		\$
Ventilation		\$
Electrical		\$

1 Contract Form

- .1 This section of the final Contract Documents shall contain a copy of CCDC Document 2, Stipulated Price Contract, 2020 edition.
- .2 A copy of the noted CCDC document is available from the Consultant upon request from the Bidder.
- .3 By submitting a tender, the Bidder acknowledges that the Bidder and all related Sub-Contractors are fully aware of the proposed CCDC document.
- .4 The balance of the Contract Form will be completed upon acceptance of a Bid.

The Standard Construction Document for a Stipulated Price Contract, 2020 English version, consisting of the Agreement between the *Owner* and the *Contractor*, Definitions and General Conditions of the Stipulated Price Contract, Parts 1 to 13 inclusive, governing same is hereby made part of these *Contract Documents*, with the following amendments, additions and modifications. Where these amendments, additions, and modifications specifically reference a change to the Agreement, Definitions, or General Conditions, these amendments, additions and modifications shall govern.

Where a General Condition or paragraph of the General Conditions of the Stipulated Price Contract is deleted by these Supplementary Conditions, the numbering of the remaining General Conditions or paragraphs shall remain unchanged, and the numbering of the deleted item will be retained, unused.

1 AGREEMENT BETWEEN OWNER AND CONTRACTOR

1.1 ARTICLE A-5 – PAYMENT

1.1.1. Amend paragraph 5.1.3, in the first line, by deleting the words "...the issuance of the..." and replacing them with "...receipt of the Consultant's..."

1.1.2. In paragraph 5.1.1 of Article A-5 add the following words to the end:

"...or, where there is no *Payment Certifier*, jointly by the *Owner* and *Contractor*"

1.2 ARTICLE A-6 – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

1.2.1. Delete the text of ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING (retaining the provision for the addresses of the Owner, Contractor and Consultant) and replace it with the following:

"6.1 *Notices in Writing* between the parties or between them and the *Consultant* shall be considered to have been received by the addressee on the date of receipt if delivered by hand or by commercial courier or if sent during normal business hours by fax and addressed as set out below. Such *Notices in Writing* will be deemed to be received by the addressee on the next business day if sent by fax after normal business hours or if sent by overnight commercial courier. Such *Notices in Writing* will be deemed to be received by the addressee on the fifth *Working Day* following the date of mailing, if sent by pre-paid registered post, when addressed as set out below. An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this article."

The Owner at: **The Village of South River
63 Marie Street
South River, ON P0A 1X0**

The Contractor at: if not listed herein, as otherwise noted in the CCDC 2.

The Consultant at: **Marcus Wheeler, OAA
Bertrand Wheeler Architecture Inc.
528 Cassells Street, North Bay, On
Fax: 705-472-2486**

2 DEFINITIONS

2.1.1. Add the following definition: *Proper Invoice*

"*Proper Invoice* means a "proper invoice" as defined in the *Payment Legislation*, if any, and as may be modified by written agreement between the parties to the extent permitted by such *Payment Legislation*."

2.1.2. Add the following definition: *Submittals*

"*Submittals* are documents or items required by the *Contract Documents* to be provided by the *Contractor* such as:

- *Shop Drawings*, samples, models, mockups to indicate details or characteristics, before the portion of the *Work* that they represent can be incorporated into the *Work*, and
- As-built drawings and manuals to provide instructions to the operation and maintenance of the *Work*."

2.1.3. Amend Definition "Consultant" by adding the following to the end of that Definition:

"For purposes of the *Contract*, the terms "Consultant", "Architect" and "Engineer" shall be considered synonymous."

2.1.4. Amend Definition "Owner", by adding the following to the end of that Definition:

"For purposes of the *Contract*, the terms "Owner", and "**The Village of South River**" shall be considered synonymous."

2.1.5. Add the following definition: *Provide*

"*Provide* means to supply and install. *Provide* has this meaning whether or not the first letter is capitalized."

2.1.6. Add the following definition: *by others*

"The words '*By Others*' when used in the *Specifications* or on the *Drawings* means a person performing part of the *Work*, other than the *Contractor*. For greater certainty, the only means by which work or services shown or specified shall be indicated as not being in the *Contract* is by use of the initials 'N/C' or the words 'Not in Contract' or the words 'by *Owner*'."

2.1.7. Add the following definition: *Exposed*

"*Exposed* means visible by the *Owner* at the completion of the *Work*, unless otherwise indicated in the *Contract Documents*. *Exposed* items include all items on roof areas, mechanical and service rooms, inside of cupboards, cabinets and similar items."

2.1.8. Add the following definition: *Install*

"*Install* means install and connect. *Install* has this meaning whether or not the first letter is capitalized."

2.1.9. Add the following definition: *Labour Dispute*

"*Labour Dispute* means any lawful or unlawful labour problems, work stoppage, labour disruption, strike (including lockouts decreed or recommended for its members by a recognized contractor's association of which the *Contractor* is a member or to which the *Contractor* is otherwise bound), job action, slow down, picketing, refusal to work or continue to work, refusal to supply materials, cessation or work or other labour controversy which does, or might, affect the *Work*."

2.1.10. Add the following definition: *OHSA*

"OHSA means the Occupational Health and Safety Act (Ontario)"

2.1.13. Add the following definition: *Request for Information*

"*Request for Information* or '*RFI*' means written documentation sent by the *Contractor* to the *Owner* or to the *Owner's* representative or to the *Consultant* requesting written clarification(s) and/or interpretation(s) of the *Drawings* and/or *Specifications*, *Contract* requirements and/or other pertinent information required to complete the *Work* of the *Contract* without applying for a change or changes to the *Work*."

2.1.15. Add the following definitions: *reviewed, instructed, required, directed, permitted, inspected, ordered*

"Wherever the words '*reviewed*', '*instructed*', '*required*', '*directed*', '*permitted*', '*inspected*', '*ordered*' or similar words are used they shall mean, unless the context provides otherwise, '*reviewed by the Consultant*', '*instructed by the Consultant*', '*required by the Consultant*', '*directed by the Consultant*', '*permitted by the Consultant*' and '*ordered by the Consultant*'."

2.1.16 Add the following definition: *satisfactory*

"Wherever the word '*satisfactory*' or similar words or phrases are used in the Contract Documents, it means, unless the context provides otherwise, '*satisfactory to the Owner and the Consultant*'."

3 AMENDMENTS TO THE GENERAL PROVISIONS OF THE STIPULATED PRICE CONTRACT

3.1 GC 1.1 CONTRACT DOCUMENTS

3.1.1. Delete paragraphs 1.1.3 and 1.1.4 in their entirety and replace them with the following:

"1.1.3 The *Contractor* shall review the *Contract Documents* for the purpose of facilitating and coordination and execution of the *Work* by the *Contractor*. The *Contractor* shall report promptly to the *Consultant* any ambiguities, design issues or other matters requiring clarification made known to the *Contractor* or that the *Contractor* may discover from such a review. Such review by the *Contractor* shall comply with the standard of care described in paragraph 3.9.1 of the *Contract*."

"1.1.4 Except for its obligation to review the *Contract Documents* and report the result pursuant to paragraph 1.1.3, the *Contractor* is not responsible for ambiguities, design issues or other matters requiring clarification in the *Contract Documents* and does not assume any responsibility to the *Owner* or to the *Consultant* for the accuracy of the *Contract Documents*. Without limiting the foregoing, the *Contractor* shall not be liable for any damages or costs resulting from any ambiguities, design issues or other matters requiring clarification in the *Contract Documents* which the *Contractor* could not reasonably have discovered from such a review in accordance with the standard of care. If the *Contractor* does discover any ambiguities, design issues or other matters requiring clarification in the *Contract Documents*, the *Contractor* shall not proceed with the work affected until the *Contractor* has received modified or additional information from the *Consultant*. The impacts of any ambiguities, design issues or other matters requiring clarification in the *Contract Documents*, including to the *Contract Price* and *Contract Time*, shall be addressed by the parties in accordance with Part 6 - CHANGES. "

3.1.2. Amend paragraph 1.1.6. by adding the following to the end of that paragraph:

"The *Specifications* are divided into divisions and sections for convenience but shall be read as a whole and neither such division nor anything else contained in the *Contract Documents* will be construed to place responsibility on the *Consultant* to settle disputes among the *Subcontractors* and *Suppliers* in respect to such divisions. The *Drawings* are, in part, diagrammatic and are intended to convey the scope of the *Work* and indicate general and appropriate locations, arrangement and sizes of fixtures, equipment and outlets. The *Contractor* shall obtain more accurate information about the locations, arrangement and sizes from study and coordination of the *Drawings*, including *Shop Drawings* and shall become familiar with conditions and spaces

affecting these matters before proceeding with the *Work*. Where site conditions require reasonable minor changes in indicated locations and arrangements, the *Contractor* shall make such changes at no additional cost to the Owner. Similarly, where known conditions or existing conditions interfere with new installation and require relocation, the *Contractor* shall include such relocation in the *Work*. The *Contractor* shall arrange and install fixtures and equipment in such a way as to conserve as much headroom and space as possible. The schedules are that portion of the *Contract Documents* wherever located and whenever issued, compiling information of similar content and may consist of drawings, tables and/or lists.”

3.1.3. Amend paragraph 1.1.7 by adding subparagraphs 1.1.7.5, 1.1.7.6, 1.1.7.7, 1.1.7.8, and 1.1.7.9 as follows:

- “.5 Annotations on the *Drawings* shall govern over the graphic representation of the *Drawings*.
- .6 Finishes in the room finish schedules shall govern over those shown on the *Drawings*.
- .7 Schedules of Division 01 – General Requirements of the *Specifications* shall form part of and be read in conjunction with the technical specification section as listed in the table of contents of the *Specifications*.
- .8 Architectural drawings shall have precedence over structural, plumbing, mechanical, electrical and landscape drawings insofar as outlining, determining and interpreting conflicts over the required design intent of all architectural layouts and architectural elements of construction, it being understood that the integrity and installation of the systems designed by the *Consultant* or its sub-*Consultants* are to remain with each of the applicable drawing disciplines. Fixturing drawing provided by the *Owner* shall have precedence over architectural drawings insofar as outlining, determining and interpreting conflicts over the required design intent of all architectural layouts.”

3.1.4. Add a new paragraph 1.1.11 as follows:

- “1.1.11 One set of signed and sealed *Contract Documents* shall be retained by each of the *Owner* and the *Contractor*.”

3.2 GC 2.2 ROLE OF THE CONSULTANT

3.2.1. In paragraph 2.2.3 add the following to the end:

“Without limiting the foregoing, the *Consultant* may appoint one or more authorized representatives in writing who may fulfill the obligations of the *Consultant* under this *Contract*.”

3.2.2 In paragraph 2.2.8 add the words “, written statements” after the word “interpretations” in both the first and second sentences; and,

- i. Add the following to the end of paragraph 2.2.8:

The *Owner* and the *Contractor* shall waive any claims against the *Consultant* arising out of its making of any interpretations, written statements or findings in accordance with paragraphs 2.2.6, 2.2.7, 2.2.8, 7.1.2, but only to the extent that any such interpretations, written statements, and findings are made by the *Consultant's* professional standard of care at law.

3.2.3. Amend paragraph 2.2.13 by adding the following to the end of that paragraph:

“If, in the opinion of the *Contractor*, the Supplemental Instruction involves an adjustment in the *Contract Price* or in the *Contract Time*, it shall, within ten (10) *Working days* of receipt of a Supplemental Instruction provide the *Consultant* with a written notice to that effect. In the event that the *Contractor* needs additional information to determine whether a Supplemental Instruction involves an adjustment of the *Contract Price* or in the *Contract Time*, it may issue a written request to the *Consultant* seeking such additional information. Following receipt of such information, the *Contractor* shall, within ten (10) *Working days* of receipt of such additional information provide the *Consultant* with the written notice described in the first sentence of this paragraph 2.2.13. Failure to provide written notification within the time stipulated in this paragraph 2.2.13 shall be deemed an acceptance of the Supplemental Instruction by the *Contractor* without adjustment in the *Contract Price* or *Contract Time*.”

3.2.4 Add new paragraphs 2.2.19 and 2.2.20 as follows:

“2.2.19 The *Consultant's* services will be performed solely for the benefit of the *Owner* and no *Contractor*, Subcontractor, Supplier or other third party shall have any claim against the *Consultant* as a result of the performance or non-performance of the *Consultant's* services. The *Contractor* shall include this provision in any contracts it makes with its *Subcontractors*, *Suppliers* and others and shall require such *Subcontractors*, *Suppliers* and others to include the same term in their contracts with sub-*Subcontractors*, sub-*Suppliers* and others.

2.2.20 The *Specifications* are divided into divisions and sections for convenience but shall be read as a whole and neither such division nor anything else contained in the *Contract Documents* will be construed to place responsibility on the *Consultant* to settle disputes among *Subcontractors* and *Suppliers* in respect to such divisions.”

3.3 GC 2.4 DEFECTIVE WORK

3.3.1. In paragraph 2.4.1:

- i. Add after the words “shall promptly correct” the phrase “in a manner acceptable to the *Owner* and the *Consultant*”; and
- ii. Add after the words “*Contract Documents*” the phrase “or work that the *Contractor* discovers to be defective, whether or not the defective work had been identified by the *Consultant*, and”.

3.3.2 Add new paragraph 2.4.4 as follows:

“2.4.4 The *Contractor* shall prioritize the correction of any defective work which, in the sole discretion of the *Owner*, adversely affects the day-to-day operation of the *Owner*.”

3.4 GC 3.1 CONTROL OF THE WORK

3.4.1 Add new paragraph 3.1.3 as follows:

“3.1.3 Prior to commencing individual procurement, fabrication and construction activities, the *Contractor* shall verify, at the *Place of the Work*, all relevant measurements, and levels necessary for proper and complete fabrication, assembly and installation of the *Work* and shall further carefully compare such field measurements and conditions with the requirements of the *Contract Documents*. Where dimensions are not included or contradictions exist, or exact locations are not apparent, the *Contractor* shall immediately notify the *Consultant* in writing and obtain written instructions from the *Consultant* before proceeding with any part of the affected *Work*.”

3.5 GC 3.2 CONSTRUCTION BY OWNER AND OTHER CONTRACTORS

3.5.1. Delete subparagraphs 3.2.2.1 and 3.2.2.2 in their entirety and substitute “intentionally left blank”.

3.5.2. Delete paragraph 3.2.3.2 and replace it with the following:

“3.2.3.2 Co-ordinate and schedule the activities and work of other contractors and *Owner's* own forces with the *Work* of the *Contractor* and connect as specified or shown in the *Contract Documents*,”

3.5.3 Add a new paragraph 3.2.3.4 as follows:

“3.2.3.4 Subject to GC9.4 CONSTRUCTION SAFETY, for the *Owner's* own forces and for other contractors, assume overall responsibility for compliance with all aspects of the applicable Health and Safety legislation of the *Place of the Work*, including all the responsibilities of the “constructor” under OHSA.”

3.5.4 Add new paragraph 3.2.7 as follows:

“3.2.7 At the commencement of the *Work*, the *Contractor* prepare for the review and acceptance of the *Owner* and the *Consultant*, a schedule indicating the times, within the construction schedule referred to in GC 3.4, that items that are specified to be *Owner* purchased and *Contractor* installed or hooked up are required at the site to avoid delaying the progress of the *Work*.

3.6 GC 3.4 CONSTRUCTION SCHEDULE

3.6.1 Further amend paragraph 3.4.1 by adding a new subparagraph 3.4.1.2 as follows:

“3.4.1.2 provide the expertise and resources, such resources including manpower and equipment, as are necessary to maintain progress under the construction schedule referred to in paragraph 3.4.1.1 or any successor or revised schedule approved by the *Owner* pursuant to this GC3.4.”

3.6.2 Delete existing paragraph 3.4.1.2 and replace it with a new paragraph which is numbered 3.4.1.3 and reads as follows:

“3.4.1.3 continuously monitor the progress of the *Work* and provide a monthly progress schedule covering all of the baseline activities and including the actual start, actual finish and percentage completion of those activities. Each month, the *Contractor* shall submit, for the *Owner*’s approval, any changes made to the baseline logic and activity durations.”

3.6.3 Delete existing paragraph 3.4.1.3 and replace it with a new paragraph which is numbered 3.4.1.4 and reads as follows:

“3.5.1.4 if after applying the expertise and resources required under paragraph 3.5.1.2, the *Contractor* forms the opinion that the slippage in schedule reported in paragraph 3.5.1.3 cannot be recovered by the *Contractor*, it shall, in the same notice provided under paragraph 3.5.1.3, indicate to the *Consultant* if the *Contractor* intends to apply for an extension of Contract Time as provided in PART 6 — CHANGES IN THE *WORK*.”

3.6.4 Add a new paragraph 3.4.2 as follows:

“3.4.2 Without limiting the other obligations of the *Contractor* under GC3.4, the *Contractor* shall not amend the baseline schedule described in paragraph 3.5.1.1 without the prior written consent of the *Owner*. In addition, at each site construction meeting, the *Contractor* shall provide to the *Owner* and the *Consultant* a two (2) week look-ahead schedule indicating the major activities to be undertaken or constructed in such two (2) week period.”

3.7 GC 3.5 SUPERVISION

3.7.1 Delete paragraph 3.5.2 in its entirety and replace it with the following:

“3.5.2 The supervisor, and any project manager appointed by the *Contractor*, shall represent the *Contractor* at the Place of *Work* and shall have full authority to act on written instructions given by the *Consultant* and/or the *Owner* and the *Owner*’s representative. Instructions given to the supervisor or the project manager shall be deemed to have been given to the *Contractor* and both the supervisor and any project manager shall have full authority to act on behalf of the *Contractor* and bind the *Contractor* in matters related to this Contract.”

3.7.2 Add a new paragraph 3.5.3 as follows:

“3.5.3 The *Owner*, acting reasonably, shall have the right to order the *Contractor* to remove from the *Project* any representative or employee of the *Contractor*, *Subcontractors* or *Suppliers* who, in the opinion of the *Owner*, are a detriment to the *Project*.”

3.8 GC 3.6 SUBCONTRACTORS AND SUPPLIERS

3.8.1 Add a new paragraph 3.6.7 as follows:

“3.6.7 Where provided in the Contract, the *Owner* may assign to the *Contractor*, and the *Contractor* agrees to accept, any contract procured by the *Owner* for *Work* or services required on the *Project* that has been pre-tendered or pre-negotiated by the *Owner*.”

3.9 GC 3.7 LABOUR AND PRODUCTS

3.9.1. Add the following paragraphs below paragraph 3.7.1:

“3.7.1.1 The *Contractor* represents that it has sufficient skilled employees to replace, subject to the *Owner's* approval, acting reasonably, its designated supervisor and project manager in the event of death, incapacity, removal or resignation.

3.7.1.2 The *Contractor* represents and warrants that the *Products* provided for in accordance with the Contract are not subject to any conditional sales contract and are not subject to any security rights obtained by any third party which may subject any of the *Products* to seizure and/or removal from the *Place of the Work*.”

3.9.2. Delete paragraph 3.7.2 and replace it with the following:

“3.7.2 *Products* provided shall be new and shall conform to all current applicable specifications of the Canadian Standards Association, Canadian Standards Board or General Standards Board, ASTM, National Building Code, Ontario Building Code, National Fire Prevention Association, the Technical Standards and Safety Authority (also known as TSSA) and all governmental authorities having jurisdiction at the *Place of the Work*, unless otherwise specified. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*. *Products* brought on to the *Place of the Work* by the *Contractor* shall be deemed to be the property of the *Owner*, but the *Owner* shall be under no liability for loss thereof or damage thereto arising from any cause whatsoever. The said *Product* shall be at the sole risk of the *Contractor*.”

3.9.3. Amend paragraph 3.7.3 by adding the words, “..., agents, Subcontractors and Suppliers. . .” after the “employees” toward the end of line one.

3.9.4. Also with respect to paragraph 3.7.3, add three new sentences to the end of this paragraph which read as follows:

“Without in any way limiting the generality of the foregoing, the *Contractor* shall prepare and implement the job site rules more particularly described in the tender documents. If no job site rules are described in the tender documents, the *Contractor* shall draft job site rules for the review and approval of the *Owner*. Any such job site rules prepared by the *Contractor* shall be consistent with the *Contractors* duties and obligations under the OHSA and shall also include provisions making smoking and the consumption of alcohol or non-prescription drugs on the *Project* site the subject of discipline proceedings and/or termination of employment.”

3.9.5 Add new paragraphs 3.7.4, 3.7.5, 3.7.6, 3.7.7 and 3.7.8 as follows:

“3.7.4 The *Owner* shall provide the *Contractor* in a timely manner with all relevant information (including storage, protection, and installation requirements) regarding *Products* to be supplied by the *Owner* or other contractors and, prior to delivery of any such *Products* to the *Place of the Work*, the *Owner* shall obtain the *Contractor's* written approval of the delivery date and proposed storage, protection and installation requirements.

3.7.5 Once the *Contractor* has accepted delivery of *Products*, the *Contractor* shall be responsible for the safe storage and protection of *Products* as required to avoid dangerous conditions or contamination to the *Products* or other persons or property. *Products* shall be stored in locations and at the *Place of the Work* to the satisfaction of the *Owner* and the *Consultant* as agreed and approved by the

Contractor pursuant to paragraph 3.7.4.”

Notwithstanding the foregoing, the *Contractor* shall not be responsible for any *Products* supplied by the *Owner* or other contractors unless:

- (i) the *Contract Documents* expressly stipulate that such *Product* is to be the *Contractor* as part of the *Work*;
- (ii) the *Contractor* has or has received from the *Owner* proof of insurance coverage sufficient, at a minimum, to cover the replacement cost of such *Product*; and
- (iii) the *Owner* obtained the *Contractor's* approval as required by paragraph 3.7.4.

“3.7.6 Upon receipt of a written notice from the *Consultant*, the *Contractor* shall dismiss from the *Place of the Work* tradesmen and labourers whose *Work* is unsatisfactory to the *Consultant* or who are considered by the *Consultant* to be unskilled or otherwise objectionable.

3.7.7 The *Contractor* shall not employ any persons on the *Work* whose labour affiliation, or lack thereof, is incompatible with other labour employed in connection with the *Work*. Any costs arising from Labour Disputes, as a result of the employ of any such person by the *Contractor*, its Subcontractor or *Suppliers* shall be the sole expense of the *Contractor*.

3.7.8 The *Contractor* shall cooperate with the *Owner* and its representatives and shall take all reasonable and necessary actions to maintain stable and harmonious labour relations with respect to the *Work* at the *Place of the Work*, including cooperation to attempt to avoid *Work* stoppages, trade union jurisdictional disputes and other Labour Disputes.”

3.10 GC 3.8 SHOP DRAWINGS

3.10.1. Add the words “AND OTHER SUBMITTALS” to the title of GC 3.8 after the words “SHOP DRAWINGS”.

3.10.2 Add the words “and *Submittals*” after the words “*Shop Drawings*” in all paragraphs of Part 3.8.

3.10.3 Delete paragraph 3.8.2 in its entirety and replace it with new paragraph 3.8.2 as follows:

“3.8.2 Prior to the first application for payment, the *Contractor* and the *Consultant* shall jointly prepare a schedule of the dates for submission and return of *Shop Drawings* and *Submittals* in an orderly sequence.”

3.10.4. Add new paragraphs as follows:

“3.8.8. Reviewed *Shop Drawings* shall not authorize a change in the *Contract Price* and/or the *Contract Time*.

3.8.9. The *Contractor* shall prepare a *Shop Drawings* schedule acceptable to the *Owner* and the *Consultant* prior to the first application for payment. A draft of the proposed *Shop Drawings* schedule shall be submitted by the *Contractor* to the *Consultant* and the *Owner* for approval. The draft *Shop Drawings* schedule shall clearly indicate the phasing of *Shop Drawings* submissions.

3.8.10. Except where the parties have agreed to a different *Shop Drawings* schedule pursuant to paragraph 3.8.3, the *Contractor* shall comply with the requirements for *Shop Drawings* submissions stated in the *Specifications*, Section *Submittals*.

3.8.11. The *Contractor* shall not use the term “by others” on *Shop Drawings* or other *Submittals*. The related trade, Subcontractor or Supplier shall be stated.

3.8.12 Certain *Specifications* sections require the *Shop Drawings* to bear the seal and signature of a professional engineer. Such professional engineer must be registered in the jurisdiction of the *Place of the Work* and shall have expertise in the area of practice reflected in the *Shop Drawings*.

- 3.8.13 The *Consultant* will review and return *Shop Drawings* and *Submittals* in accordance with the Schedule agreed upon in 3.8.3, or, in the absence of such a schedule, with reasonable promptness. If, for any reason, the *Consultant* cannot process the *Shop Drawings* and/or *Submittals* within the agreed-upon schedule or with reasonable promptness, the *Consultant* shall notify the *Contractor* and they shall meet to review and arrive at an acceptable revised schedule for processing. The *Contractor* shall update the *Shop Drawings* and *Submittals* schedule to correspondence to changes in the construction schedule. Changes in the *Contract Price* or *Contract Time* may be made only as provided in the *Contract*.”

3.11 GC 3.9 PERFORMANCE BY CONTRACTOR

- 3.11.1. Add new General Condition GC 3.9 as follows:

“GC 3.9 PERFORMANCE BY CONTRACTOR

- 3.9.1 In performing its services and obligations under the *Contract*, the *Contractor* shall exercise a standard of care, skill and diligence that would normally be provided by an experienced and prudent contractor supplying similar services for similar projects. The *Contractor* acknowledges and agrees that throughout the *Contract*, the *Contractor’s* obligations, duties and responsibilities shall be interpreted in accordance with this standard. The *Contractor* shall exercise the same standard of due care and diligence in respect of any *Products*, personnel, or procedures which it may recommend to the *Owner*.

4 ALLOWANCES

4.1 GC 4.1 CASH ALLOWANCES

- 4.1.1 Delete paragraph 4.1.7 in its entirety and replace it with the following:

- “4.1.7 At the commencement of the *Work*, the *Contractor* shall prepare for the review and acceptance of the *Owner* and the *Consultant* a schedule indicating the times within the construction schedule referred to in GC 3.4 that items called for under cash allowances are required to be delivered to the *Place of Work* to avoid delaying the progress of the *Work*.”

- 4.1.2 Add new paragraph 4.1.8 as follows:

- “4.1.8 The *Owner* reserves the right to call, or to have the *Contractor* call, for competitive bids for portions of the *Work* to be paid for from cash allowances.”

5 PAYMENT

5.1.1 GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

- 5.1.1 Delete GC5.1 in its entirety and replace it with “Intentionally left blank.”

5.2 GC 5.2 APPLICATIONS FOR PAYMENT

- 5.2.1 Delete the word “first” in paragraph 5.2.7 and replace it with the word “second”.

- 5.2.2. Add new paragraphs 5.2.9 and 5.2.10 as follows:

- “5.2.9 The *Contractor* shall submit Workplace Safety & Insurance Board Clearance Certificate, with each application for progress payment.

- 5.2.10 The *Contractor* shall prepare and maintain current as-built *Drawings* which shall consist of the *Drawings* and *Specifications* revised by the *Contractor* during the *Work*, showing changes to the *Drawings* and *Specifications*, which current as-built *Drawings* shall be maintained by the *Contractor* and made available to the *Consultant* for review with each application for progress payment. The *Consultant* reserves the right to retain a reasonable amount for the value of the as-built *Drawings* not presented for review."

5.3 GC 5.4 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.3.1 Delete all paragraphs of GC 5.4 in their entirety and replace them with the following paragraphs:

- "5.4.1 When the *Contractor* considers that the *Work* is substantially performed, or if permitted by the lien legislation applicable to the *Place of the Work* a designated portion thereof which the *Owner* agrees to accept separately is substantially performed, the *Contractor* shall, within five (5) *Working Days*, deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for a review by the *Consultant* to establish *Substantial Performance of the Work* or substantial performance of the designated portion of the *Work*. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.
- 5.4.2 The *Consultant* will review the *Work* to certify or verify the validity of the application and shall promptly, and in any event, no later than 10 calendar days after receipt of the *Contractor's* application:
- .1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or
 - .2 state the date of *Substantial Performance* of the *Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*.
- 5.4.3 Where the holdback amount required by the applicable lien legislation has not been placed in a separate lien holdback account, the *Owner* shall, no later than 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.
- 5.4.4 Subject to the requirements of any *Payment Legislation*, all holdback amounts prescribed by the applicable lien legislation for the *Place of the Work* shall become due and payable to the *Contractor* no later than 10 *Working Days* following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, as certified or verified by the *Consultant* when permitted by any *Payment Legislation*.
- 5.4.5 The *Contractor* shall submit an application for release of the lien holdback amount in accordance with the lien legislation applicable to the *Place of the Work*. Except to the extent required by any *Payment Legislation*, such application for release of the holdback shall not constitute and application for payment that is subject to *Proper Invoice* requirements.
- 5.4.6 Where legislation permits progressive release of the holdback for a portion of the *Work* and the *Consultant* has certified or verified that the part of the *Work* has been performed prior to *Substantial Performance of the Work*, the *Owner* hereby agrees to release, and shall release the holdback for such portion of the *Work* to the *Contractor* in accordance with such legislation.
- 5.4.7 Notwithstanding any progressive release of the holdback, the *Contractor* shall ensure that such parts of the *Work* are protected pending the issuance of a final certificate for payment or until the *Owner* takes early occupancy in accordance with GC12.2, whichever comes first, and shall be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when the holdback was released."

5.4 GC 5.5 FINAL PAYMENT

- 5.4.1 Add to the end of paragraph 5.5.1 the following sentence:

“The application for final payment shall meet the requirements of a *Proper Invoice*.”

- 5.4.2 Add the following to the end of paragraph 5.5.3:

“Subject to any *Payment Legislation*, when the *Consultant* finds the *Contractor's* application for final payment to be not valid, the *Contractor* shall revise and resubmit the application when the *Contractor* has addressed the reasons given by the *Consultant*.”

6 CHANGES IN THE WORK

6.1 GC 6.1 CHANGES

- 6.1.1 Amend paragraph 6.1.2 by adding the following to the end of that paragraph:

“This requirement is of the essence and it is the express intention of the parties that any claims by the *Contractor* for a change in the *Contract Price* and/or *Contract Time* shall be barred unless there has been strict compliance with PART VI CHANGES IN THE WORK. No course of conduct or dealing between the parties, no express or implied acceptance of alterations or additions to the *Work* and no claims that the *Owner* has been unjustly enriched by any alteration or addition to the *Work*, whether in fact there is any such unjust enrichment or not, shall be the basis of a claim for additional payment under this Contract or a claim for any extension of the *Contract Time*.”

- 6.1.2 Add a new paragraph 6.1.3 as follows:

“The *Contractor* agrees that changes resulting from construction coordination including but not limited to site surface conditions, site coordination, Subcontractor and Supplier coordination are included in the *Contract Price* and shall not entitle the *Contractor* to claim in addition to the *Contract Price* in relation to coordination.”

6.2 GC 6.2 CHANGE ORDER

- 6.2.1 Add new paragraph 6.2.3 as follows:

“6.2.3 The value of a change shall be determined in one or more of the following methods as directed by the Owner:

- .1 by estimate and acceptance of a lump sum.
- .2 by unit prices established in the Contract or subsequently agreed upon. Unit Prices shall include overhead, profit, and other reasonable charges of the *Contractor* and shall be the total cost to the Owner. Adjustment to the *Contract Price* shall be based on a net quantity difference from the original quantity.
- .3 by the amount, net of all credits, of time, materials and *Products* expended:
 - (1) by a Subcontractor applying the labour charge out rates set out in the wage schedule in the *Contract Documents* together with the actual costs, without mark-up of materials and *Products* utilized in the change, plus the Subcontractor's mark-up disclosed in the table below which applies to material and Product costs only;
 - (2) by the *Contractor* applying the labour charge out rates set out in the wage schedule in

the *Contract Documents* together with the actual costs, without mark-up, of materials and products plus the mark-up disclosed in the table below which applies to material and Product costs only;

- (3) the *Contractor* shall be entitled to the *Contractor* mark-up in the table below on the value of Subcontractor *Work* even where the Subcontractor is not entitled to a mark-up on its labour charge out rates pursuant to paragraph 6.2.3.3(1).

Change in the <i>Contract Price</i>	Subcontractor Mark-Up (%) (includes overhead and profit)	Contractor Mark-Up (%) On Subcontractor <i>Work</i> (includes overhead and profit)
\$0 to no more than \$5,000	10	10
\$5,001, or more	5	5

Interpretive Note: The mark-ups disclosed in the above table are flat not graduated.

- .4 where the *Contractor* self performs a change pursuant to paragraph 6.2.3.3(2), it shall be entitled to the mark-ups described in the "Subcontractor Mark-Up (%)" column above, subject to the limitation on the mark-up of labour costs described in paragraph 6.2.3.3(2).
- .5 "The mark-ups described in paragraph 6.2.3.3 include all necessary supervision, travel, accommodations, subsistence, general account items, general clean-up, small tools, as-built drawings and job safety necessary to perform the change. Additional bonding cost is excluded from the mark-ups but may be included as a cost, using the value declared for bonding by the *Contractor* in its bid to the Owner, unless otherwise agreed by the parties."

GC 6.3 CHANGE DIRECTIVE

- 6.3.1 Further amend paragraph 6.3.6.3 by adding the following to the end of that paragraph:

"Such allowance for overhead and profit shall be as described in paragraphs 6.2.3.3 and 6.2.3.4."

- 6.3.2 Delete paragraph 6.3.7.1 the introductory language and replace it with the following:

- .1 salaries, wages and benefits paid to personnel in the direct employ of the *Contractor*, applying the labour rates set out in the wage schedule in the *Contract Documents* or as otherwise agreed between the Owner and *Contractor* for personnel..."

- 6.3.3 Delete paragraphs 6.3.7.1(1), (2), (3) and (4) and replace them with the following:

- "(1) carrying out the *Work*, including necessary supervisory services;
- (2) intentionally left blank;
- (3) engaged in the preparation of *Shop Drawings*, fabrication drawings, coordination drawings and project record drawings: or...
- (4) including clerical staff engaged in processing changes in the *Work*."

6.3.4 Delete the word “and” from the end of subparagraph 6.3.7.18.

6.3.5 Delete the period from the end of subparagraph 6.3.7.19 and replace it with “; and”.

6.3.6 Add new subparagraph 6.3.7.20 as follows:

“.20 safety measures and requirements.”

6.3.7 Add new paragraph 6.3.14 as follows:

“6.3.14 Without limitation, the cost of performing the *Work* attributable to the Change Directive does not include:

- .1 head office salaries and benefits and all other overhead or general expenses, except only for the salaries, wages and benefits of personnel described in paragraph 6.3.4.2 and the contributions, assessments or taxes referred to in paragraphs 6.3.4.3;
- .2 capital expenses and interest on capital;
- .3 general clean-up, except where the performance of the *Work* in the Change Directive causes specific additional clean-up requirements;
- .4 wages paid for field supervision of *Subcontractors*;
- .5 wages, salaries, rentals, or other expenses that exceed the rates that are standard in the locality of the *Place of the Work* that are otherwise deemed unreasonable by the *Consultant*;
- .6 any costs or expenses attributable to the negligence, improper *Work*, deficiencies, or breaches of contract by the *Contractor* or *Subcontractor*; and
- .7 any cost of quality assurance, such as inspection and testing services, charges levied by authorities, and any legal fees unless any such costs or fees are pre-approved in writing by the Owner.”

6.4 GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

6.4.1 Add new paragraph 6.4.5 as follows:

“6.4.5 The *Contractor* confirms that, prior to bidding the *Project*, it carefully reviewed the *Place of the Work* and applied to that review the degree of care and skill described in paragraph 3.9.1, given the amount of time provided between the issue of the bid documents and the actual closing of bids, the degree of access provided to the *Contractor* prior to submission of bid, and the sufficiency and completeness of the information provided by the *Owner*. The *Contractor* is not entitled to compensation or to an extension of the *Contract Time* for conditions which could reasonably have been ascertained by the *Contractor* by such review undertaken in accordance with this paragraph 6.4.5.”

6.5 GC 6.5 DELAYS

6.5.1 Amend paragraphs 6.5.1 by adding the following sentence to the end of the paragraph:

“...Reasonable costs shall only include costs directly flowing from the delay but excluding any consequential, indirect or special damages.”

6.5.2 Delete paragraph 6.5.3 and replace it with the following:

- “6.5.3 If the *Contractor* is delayed in the performance of the *Work* by Force Majeure, then the Contract Time shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as a result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from the actions of the Owner.”

6.5.3 Add new paragraphs 6.5.6, 6.5.7 and 6.5.8 as follows:

- “6.5.6 If the *Contractor* is delayed in the performance of the *Work* by an act or omission of the *Contractor* or anyone employed or engaged by the *Contractor* directly or indirectly, or by any cause within the *Contractor's* control, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may decide in consultation with the *Contractor*. The *Owner* shall be reimbursed by the *Contractor* for all reasonable costs incurred by the *Owner* as the result of such delay, including all services required by the *Owner* from the *Consultant* as a result of such delay by the *Contractor* and, in particular, the cost of the *Consultant's* services during the period between the date of *Substantial Performance of the Work* stated in Article A-1 herein as the same may be extended through the provisions of these General Conditions and any later, actual date of *Substantial Performance of the Work* achieved by the *Contractor*.
- 6.5.7 The *Contractor* shall be responsible for the care, maintenance and protection of the *Work* in the event of any suspension of construction as a result of the delay described in paragraph 6.5.1, 6.5.2 or 6.5.3. In the event of such suspension, the *Contractor* shall be reimbursed by the *Owner* for the reasonable costs incurred by the *Contractor* for such protection, but excluding the costs of the *Contractor's* head office personnel, for such care, maintenance and protection. The *Contractor's* entitlement to costs pursuant to this paragraph 6.5.6, if any, shall be in addition to amounts, if any, to which the *Contractor* is entitled pursuant to paragraph 6.5.1, 6.5.2 or 6.5.3.
- 6.5.8 Without limiting the obligations of the *Contractor* described in GC3.2 or GC9.4, the *Owner* may, by notice in writing, direct the *Contractor* to stop the *Work* where the *Owner* determines that there is an imminent risk to the safety of persons or property at the Place of *Work*. In the event that the *Contractor* receives such notice, it shall immediately stop the *Work* and secure the site. The *Contractor* shall not be entitled to an extension of the Contract Time or to an increase in the *Contract Price* unless the resulting delay, if any, would entitle the *Contractor* to an extension of the Contract Time or the reimbursement of the *Contractor's* costs as provided in paragraph 6.5.1, 6.5.2 or 6.5.3.

6.6 GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

- 6.5.1 Add the words “as noted in paragraph 6.6.3” after the words “of the claim” in paragraph 6.6.5 and add the words “and the *Consultant*”, at the end of paragraph 6.6.5.

7.1 GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, STOP THE WORK OR TERMINATE THE CONTRACT

- 7.1.1. Amend paragraph 7.1.2 by adding the words “.....fails or neglects to maintain the latest schedule provided pursuant to GC3.5...”. Immediately following the word “properly” in line one.

7.2 GC 7.2 CONTRACTOR'S RIGHT TO STOP THE WORK OR TERMINATE THE CONTRACT

- 7.2.1. Amend paragraph 7.2.2, in line 1, by deleting “20 *Working Days*” and replacing it with “45 days”.
- 7.2.2. Delete paragraph 7.2.3.1 and replace it with “Intentionally left blank”.
- 7.2.3. Delete paragraph 7.2.3.3 and replace it with the following:

“7.2.3.3 The *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by arbitration or a Court, except where the *Owner* has a *bona fide* claim for setoff, or...”

7.2.4. Amend paragraph 7.2.3.4 by deleting the comma toward the end of the first line. Further amend paragraph 7.2.3.4 by deleting the phrase beginning with the word “except” and ending with the word “Owner”.

7.2.5. Renumber paragraph 7.2.5 as 7.2.6. Add a new paragraph 7.2.5 as follows:

“7.2.5 If the default cannot be corrected within the five *Working Days* specified in paragraph 7.2.4, the *Owner* shall be deemed to have cured the default if it:

- .1 commences correction of the default within the specified time;
- .2 provides the *Contractor* with an acceptable schedule for such correction; and
- .3 completes the correction in accordance with such schedule.

7.2.6. Delete renumbered paragraph 7.2.6 in its entirety and replace it with the following:

“7.2.6 If the *Contractor* terminates the Contract under the conditions described in this GC7.2, the *Contractor* shall be entitled to be paid for all *Work* performed to the date of termination. The *Contractor* shall also be entitled to recover the direct costs associated with termination, including the costs of demobilization, losses sustained on *Products* and construction machinery and equipment. The *Contractor* shall not be entitled to any recovery for any special, indirect or consequential losses.”

8 DISPUTE RESOLUTION

8.1 GC 8.2 ADJUDICATION

8.1.1 Delete the word “prescribed” from paragraph 8.2.1 and substitute the words “provided for”.

3.28 GC 8.3 NEGOTIATION, MEDIATION & ARBITRATION

3.28.1 Delete GC 8.3 in its entirety.

3.29 GC 8.4 RETENTION OF RIGHTS

3.29.1. Delete GC 8.4 in its entirety.

9 PROTECTION OF PERSONS AND PROPERTY

9.1 GC 9.1 PROTECTION OF WORK AND PROPERTY

9.1.1 Delete subparagraph 9.1.1.1 in its entirety and replace it with the following:

“9.1.1.1 errors or omissions in the *Contract Documents* which the *Contractor* could not have discovered applying the standard of care described in paragraph 3.9.1;”

9.1.2 Delete paragraph 9.1.2 in its entirety and replace it with the following:

“9.1.2 Before commencing any *Work*, the *Contractor* shall determine the locations of all underground utilities and structures indicated in the *Contract Documents*, or that are discoverable by applying to an inspection of the *Place of the Work* the degree of care and skill described in paragraph 3.9.1.”

9.1.3. Add a new paragraph 9.1.5 as follows:

“9.1.5 Without in any way limiting the Contractor’s obligations under this GC9.1, should the Contractor or any Subcontractor or Supplier cause loss or damage to trees or other plantings, whether owned by the Owner or third parties, the Contractor shall be liable for the replacement cost of the trees or other plantings damaged, including the cost of any arborist or other Consultant, and such costs may be deducted by the Owner from amounts otherwise owing to the Contractor.”

9.2 GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

9.2.1 Add a new paragraph 9.2.5.5 as follows:

“.5 In addition to the steps described in subparagraph 9.2.5.3, take any further steps it deems necessary to mitigate or stabilize any conditions resulting from encountering toxic or hazardous substances or materials.”

9.2.2 Add the following words to paragraph 9.2.6 after the word “responsible”:

“...or whether any toxic or hazardous substances or materials already at the *Place of the Work* (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the *Contractor* or anyone for whom the *Contractor* is responsible in a manner which does not comply with legal and regulatory requirements, or which threatens human health and safety or the environment, or material damage to the property of the *Owner* or others,”

9.3 GC 9.4 CONSTRUCTION SAFETY

9.3.2 Add new paragraphs 9.4.6, 9.4.7 and 9.4.8 as follows:

“9.4.6 Prior to the commencement of the *Work*, the *Contractor* shall submit to the *Owner*:

- .1 a current WSIB clearance certificate;
- .2 copies of the *Contractor’s* insurance policies having application to the *Project* or certificates of insurance, at the option of the *Owner*;
- .3 documentation of the *Contractor’s* in-house safety-related programs;
- .4 a copy of the Notice of *Project* filed with the Ministry of Labour naming itself as “constructor” under OHSA.

- 9.4.7 The *Contractor* shall indemnify and save harmless the *Owner*, its agents, officers, directors, employees, *Consultants*, successors and assigns from and against the consequences of any and all safety infractions committed by the *Contractor* under OHSA, including the payment of legal fees and disbursements on a solicitor and client basis. Such indemnity shall apply to the extent to which the *Owner* is not covered by insurance, provided that the indemnity contained in this paragraph shall be limited to costs and damages resulting directly from such infractions and shall not extend to any consequential, indirect or special damages.
- 9.4.8 The *Owner* undertakes to include in its contracts with other contractors and/or in its instructions to its own forces the requirement that the other contractor or own forces, as the case may be, will comply with directions and instructions from the *Contractor* with respect to occupational health and safety and related matters. The text of such instruction is attached to these Supplementary Conditions as Appendix 1."

9.4 GC 9.5 MOULD

- 9.4.1. Delete paragraph 9.5.3.3 in its entirety and replace it with the following:

"9.5.3.3 Extend the *Contract Time* for such reasonable time as the *Consultant* may recommend on consultation with the *Contractor* and the *Owner*. If, in the opinion of the *Consultant*, the *Contractor* has been delayed in performing the *Work* and/or has incurred additional costs under paragraph 9.5.1.2, the *Owner* shall reimburse the *Contractor* for the reasonable costs incurred as a result of the delay and as a result of taking those steps, and..."

- 9.4.2 Add the words "and the *Consultant*" after the word "*Contractor*" in subparagraph 9.5.3.4.

10.1 GC 10.1 TAXES AND DUTIES

- 10.1.1 Amend paragraph 10.1.2 by adding the following sentence at the end of the existing paragraph:

"For greater certainty, the *Contractor* shall not be entitled to any mark up for overhead or profit on any increase in such taxes and duties and the *Owner* shall not be entitled to any credit relating to mark up for overhead or profit on any decrease in such taxes."

10 GOVERNING REGULATIONS

10.1 GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- 10.1.1 Amend paragraph 10.2.2 by replacing the word, "Owner" with "Contractor".
- 10.1.2 Delete from the first line of paragraph 10.2.5 the word, "The" and substitute the words: "Subject to paragraph 3.9.1, the".
- 10.1.3 Further amend paragraph 10.2.5 by adding the following to the end of the second sentence:
- "...and no further *Work* on the affected components of the Contract shall proceed until these changes to the *Contract Documents* have been obtained by the *Contractor* from the *Consultant*."
- 10.1.4 Further amend paragraph 10.2.5 by adding the following sentence to the end of the paragraph, as amended:
- "The *Contractor* shall notify the Chief Building Official or the registered code agency where applicable, of the readiness, substantial completion, and completion of the stages of construction set out in the Ontario Building Code. The *Contractor* shall be present at each site inspection by an inspector or registered code agency as

applicable under the Ontario Building Code."

- 10.1.5. Amend paragraph 10.2.6 by adding the following sentence at the end of that paragraph:

"In the event the *Owner* suffers loss or damage as a result of the *Contractor's* failure to comply with paragraph 10.2.5, and notwithstanding any limitations described in paragraph 12.1.1, the *Contractor* agrees to indemnify and to hold harmless the *Owner* and the *Consultant* from and against any claims, demands, losses, costs, damages, actions, suits or proceedings resulting from such failure by the *Contractor*."

12 OWNER TAKEOVER

12.1 GC 12.1 READY-FOR-TAKEOVER

- 12.1.1 After the second occurrence of the term "Ready-for-Takeover" insert before the term "Ready-for-Takeover" in paragraph 12.1.3 the words "determination of".

12.2 GC 12.2 EARLY OCCUPANCY BY THE OWNER

- 12.2.1 Delete the word "achieve" in paragraph 12.2.4 and replace it with the words "have achieved".

12.3 GC 12.3 WARRANTY

- 3.41.1 Amend paragraph 12.3.1 by adding the following sentence at the end of that paragraph:

"Where the *Contractor* has been permitted to make use of permanent equipment or systems, as provided in GC3.16, prior to the issuance of the certificate of Substantial Performance of the *Work*, such permanent equipment or system shall be subject to the same warranty as described in this GC12.3 and shall be judged, for purposes of assessing compliance with the warranty, as though the equipment or system was new, clean and unused by the *Contractor*, except for normal commissioning and startup activities, prior to the date of Substantial Performance of the *Work*."

- 3.41.3. Add a new paragraph 12.3.7 as follows:

"12.3.7 Where required by the *Contract Documents*, provide a maintenance bond as security for the performance of the *Contractor's* obligations as set out in GC 12.3-Warranty."

- 3.41.4 Add a new paragraph 12.3.8 as follows:

"12.3.8 The *Contractor* shall assign to the *Owner* all warranties, guarantees or other obligations for *Work*, services or *Products* performed or supplied by any Subcontractor, Supplier or other person in connection with the *Work* and such assignment shall be with the consent of the assigning party where required by law or by the terms of that party's contract. Such assignment shall be in addition to, and shall in no way limit, the warranty rights of the *Owner* under the *Contract Documents*. Until the expiry of the relevant warranty periods enforceable against the *Contractor*, the *Owner* shall have in its custody all warranties, guarantees and other obligations to third parties respecting the *Work*."

13 INDEMNIFICATION AND WAIVER

13.1 GC 13.1 INDEMNIFICATION

- 13.1.1 Add new paragraph 13.1.0 as follows:

"13.1.0 The *Contractor* shall indemnify and hold harmless the *Consultant*, its agents and employees from

and against all claims, demands, losses, costs, damages, actions, suits, or proceedings by third parties that arise out of, or are attributable to the *Contractor's* performance of the *Contract*, provided such claims are:

- .1 attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, and
- .2 caused by negligent acts or omissions of the *Contractor* or anyone for whose negligent acts or omissions the *Contractor* is liable, and
- .3 made by Notice in Writing within a period of 6 years from the *Ready-for-Takeover* date or within such shorter such period as may be prescribed by any limitation statute or the Province or Territory of the *Place of the Work*.

13.1.2 Add the words "13.1.0," after the word "paragraphs" in paragraph 13.1.3.

14 PART 14- OTHER PROVISIONS

14.1.1 Add **GC 14.1 OWNERSHIP OF MATERIALS** as follows:

"14.1 Unless otherwise specified, all materials existing at the *Place of the Work* at the time of execution of the *Contract* shall remain the property of the Owner. All *Work*, *Products* and materials delivered by the *Contractor* which form part of the *Work* shall be considered the property of the Owner but the *Contractor* shall remove all surplus or rejected materials as its property when notified in writing to do so by the *Consultant*."

14.1.2. Add **GC14.2 CONTRACTOR DISCHARGE OF LIABILITIES** as follows:

"14.2.1 In addition to the obligations assumed by the *Contractor* pursuant to GC3.7, the *Contractor* agrees to discharge all liabilities incurred by it for labour, materials, services, *Subcontractors* and *Products*, used or reasonably required for use in the performance of the *Work*, on the date upon which each such liability becomes due.

14.2.2 The *Contractor* shall cause every Subcontractor and Supplier engaged in the performance of the *Work* to discharge all liabilities incurred by them for labour, materials, services and *Products* used or reasonably required for use in the performance of the *Work*. *Workmen* employed by a Subcontractor or Supplier shall be paid in full at intervals not less frequently than required by the governing law and all liabilities of the *Subcontractors* and *Suppliers* shall be discharged on the date upon which each becomes due. At the request of the Owner, the *Contractor* shall furnish the Owner with satisfactory evidence that its liabilities and those of its *Subcontractors* and *Suppliers* have been discharged."

14.1.2 Add **GC 13.3 AS-BUILT OR RECORD DRAWINGS** as follows:

"13.3 Unless otherwise provided in the *Contract Documents*, the *Contractor* shall prepare as-built or record drawings and provide them to the *Consultant* for review."

14.1.4 Add **GC 13.4 DAILY REPORTS/DAILY LOGS** as follows:

"13.4.1 The *Contractor* shall cause its supervisor, or such competent person as he or she may delegate, to prepare a daily log or diary reporting on weather conditions, *work force* of the *Contractor*, *Subcontractors*, *Suppliers* and any other forces on site and also record the general nature of *Project* activities. Such log or diary shall also include any extraordinary or emergency events which may occur and also the identities of any persons who visit the site who are not part of the day-to-day *work force*.

- 13.4.2 The *Contractor* shall also maintain records, either at its head office or at the job site, recording manpower and material resourcing on the *Project*, including records which document the activities of the *Contractor* in connection with GC3.5, and comparing that resourcing to the resourcing anticipated when the most recent version of the schedule was prepared pursuant to GC3.5.
- 13.4.3 Upon request by the *Owner* or the *Consultant*, the *Contractor* shall make available for inspection and copying all of the records generated pursuant to this GC13.4 along with any other routine *Project* records ordinarily maintained by the *Contractor*."

14.1.5 Add **GC 13.5 CONSTRUCTION LIENS** as follows:

- "13.5 In the event that any construction lien is registered against the *Project* by or through a *Subcontractor* or *Supplier*, and provided the *Owner* has paid all amounts properly due under the *Contract*, and has otherwise complied with its material obligations under the *Contract*, the *Contractor* shall, at its own expense, post the security necessary to vacate or discharge such lien, as the case may be. In the event that a lien action is commenced and a Statement of Claim is issued and served, the *Contractor* shall take all reasonable steps to remove the *Owner* from the main action and to indemnify it and hold it harmless in such action, except where the Statement of Claim makes substantial claims against the *Owner* beyond the recovery of holdback under the *Act*."

14.1.6 Add **GC 13.7 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT** as follows:

- "13.7.1 Throughout the term of this *Contract*, and for a period of seven years thereafter, the *Owner* and the *Contractor* will protect the confidentiality of all proprietary and confidential information of the other that is disclosed to it and will protect such information with the same standard of care as such party would use to protect the confidentiality of its own proprietary and confidential information which shall be, at a minimum, a reasonable standard, and, in any event, each party shall protect the confidentiality of all such proprietary and confidential information as may be required by law, including, without limitation, as may be required under the *Freedom of Information and Protection of Privacy Act*.
- 13.7.2 Notwithstanding the obligations of the *Owner* described in paragraph 13.7.1, the *Contractor* acknowledges that the *Owner* is subject to the *Freedom of Information and Protection of Privacy Act*, as amended, and may be required to release, in whole or in part, this *Contract* and any other documents or information in the *Owner's* possession or control that relate to this *Contract*."

END OF SUPPLEMENTARY CONDITIONS

1.1 Contract Method

- .1 Single Contract: Construct work under single contract for stipulated price CCDC Document 2, 2020, with Supplementary General Conditions.

1.2 Division 01 Requirements

- .1 All Sections of Division 01 apply to all sections of Division 02 to Division 16.

1.3 Regulatory Requirements

- .1 Ontario Building Code: Comply with Ontario Building Code 2012 including all amendments. Maintain one copy at the site.
- .2 Construction Safety: Comply with occupational Health and Safety Act and Ontario Fire Code Ontario Regulation 388/97 and amendments.
- .3 Referenced Standards: Comply with specifications standards produced by various organizations, included in the sections. Use latest edition.
- .4 Comply with local bylaws and regulations.

1.4 Examination

- .1 Examine the site of the project. Investigate the complete extent of work which is indicated in the contract documents. No allowance will be made for any error or negligence to fully understand the work and conditions.
- .2 Examine work of other sections before commencing work of any section. Commencement of new work shall imply acceptance of work by other sections upon which the new work depends.
- .3 Verify dimensions of work prepared by other sections before fabrication of new work.

1.5 Project Coordination

- .1 Coordinate progress of the work, progress schedules, submittals, use of site, temporary utilities, construction facilities and controls.
- .2 Provide information required for preparation of coordination drawings. Prepare interference drawings to properly coordinate the work.
- .3 Check and verify all dimensions referring to the work.

1.6 Utilities & Existing Services

- .1 Before commencing work, establish location and extent of service lines in area of work and notify Consultant of findings.
- .2 Where work involves breaking into existing services to remain, protect existing and carry out work at lines approved by owner and with minimum disturbance to user groups and pedestrian/vehicular traffic.
- .3 Where unknown service lines are encountered, immediately advise Consultant and confirm findings in writing.
- .4 Remove abandoned service lines within 2 m of structures. Cap or otherwise seal off lines at cut-off points as directed by Consultant.
- .5 Arrange and pay for any connection charges.
- .6 Record locations of maintained, rerouted and abandoned service lines.

1.7 New and Modified Service Connections

- .1 All costs associated with the connections to municipal services, electrical services, and communications services are the responsibility of the General Contractor unless noted otherwise in the Cash Allowance Section 1021.

1.8 Permits

- .1 All permit costs will be the responsibility of the General Contractor including permits, inspections, certification etc. associated with either partial occupancy of the project, as per the summary of work, or full occupancy of the project.
- .2 The Owner will submit the application for building permit. The general contractor shall be responsible for all costs associated with the building permit fee and application.

1.9 Air Leakage, Expansion Control and Air/Vapour Barrier

- .1 The General Contractor and all Sub-contractors shall conform to the following requirements to maintain and protect the continuity and integrity of the building air/vapour barrier system.
- .2 Make provisions for expansion, contraction and differential movement between structural frame and wall and roof assemblies.
- .3 Make assembly joints and connections air/vapour tight and provide flexible sealant joints.
- .4 Coordinate installation of all pipes, ducts, conduits and outlets to prevent occurrence of air/vapour leaks in exterior walls. Adequately insulate and provide continuous air/vapour seal at frames and openings at windows, doors, louvres, grilles, ducts, steel members and other openings or projections through walls and roof.
- .5 The vapour barrier is an integral part of the building thermal enclosure and must be maintained intact and continuous on the interior (warm) side of all exterior insulated walls, soffits, overhangs, roofs.
- .6 The vapour barrier membrane is a moisture impermeable sheet and must be maintained in tight physical contact with the interior (warm) side of the insulation and must be sealed air and vapour tight to all designed openings and penetrations and to all other building vapour barrier systems. The vapour barrier is not an air barrier.
- .7 The air barrier is a physically strong and sound barrier designed to resist air movement into or out of a building enclosure and must be able to resist high air pressures without tearing, rupturing or breaking away from its fastening.
- .8 The vapour barrier must be maintained across all expansion and control joints whether indicated and designed or not.
- .9 All Contractors and Sub-contractors and any persons on the site must take all necessary precautions not to puncture, tear, weaken or damage in any way the air/vapour barrier membranes. Any damage shall be sealed to the Architect's approval.
- .10 The vapour barrier membrane must always be protected from the cold in the final building by insulation.

1.10 Materials, Fitments Supplied by Owner

- .1 Include installation of materials, fitments supplied by owner where indicated.
- .2 Provide protected storage on site for materials, fitments and furniture.

1.11 Exterior Wind Load

- .1 Design and install framing, hangers, supports and all accessories required to withstand local wind loads, snow loads and uplifts.

1.12 Concealing Mechanical and Electrical Items

- .1 Drawings are diagrammatic and intended to show general arrangement only.
- .2 Arrange to fully conceal pipes, ducts, conduit components and fitments in finished spaces.

END OF SECTION

1 GENERAL

1.1 Section Includes

- .1 General Description of the Work
- .2 Work by others
- .3 Timing and sequencing of the Work
- .4 Owner occupancy

1.2 Work Covered by Contract Documents

- .1 Work of this Contract comprises of **the South River Train Station Restoration** for the **Village of South River**.
- .2 The Owner is **the Village of South River**.
- .3 The workplace is located at **Ottawa Avenue, South River, Ontario**.

1.3 Work by Others

- .1 The Owner advises that the following work will be completed under separate contract to the Owner. Work of this Project must include provisions for coordinating additional related work, identified in Contract Documents, for following principal items.
 - .1 Relocation and moving services of furniture and office equipment.
 - .2 Supply and installation of window treatments.
 - .3 Supply and installation of signage and graphics.
- .2 For items furnished by the Owner, the responsibilities of the Contractor and Owner are as follows.
 - .1 Owner Responsibilities:
 - .1 Arrange for delivery of shop drawings, product data, samples, manufacturer's instructions, and certificates to Contractor.
 - .2 Deliver supplier's bill of materials to Contractor.
 - .3 Arrange and pay for delivery to site in accordance with Progress Schedule.
 - .4 Inspect deliveries jointly with Contractor.
 - .5 Submit claims for transportation damage.
 - .6 Arrange for replacement of damaged, defective or missing items.
 - .7 Arrange for manufacturer's field services; arrange for and deliver manufacturer's warranties and bonds to Contractor.
 - .2 Contractor Responsibilities:
 - .1 Designate submittals and delivery date for each product in progress schedule / Quality Control schedule.
 - .2 Review shop drawings, product data, samples, and other submittals. Submit to Consultant notification of any observed discrepancies or problems anticipated due to non conformance with Contract Documents.
 - .3 Receive and unload products at site.
 - .4 Inspect deliveries jointly with Owner; record shortages, and damaged or defective items.
 - .5 Handle products at site, including uncrating and storage.
 - .6 Protect products from damage, and from exposure to elements.
 - .7 Assemble, install, connect, adjust, and finish products.

- .8 Provide installation inspections required by public authorities.
- .9 Repair or replace items damaged by Contractor or Subcontractor on site (under his control).

1.4 Contractor Use of Premises

- .1 Contractor has restricted use of site as strictly defined by extent of contract.
- .2 Preserve safe egress from the building at all times during the execution of the Work and do not impede required exits and access to occupied areas at any time.
- .3 Supply and install temporary signage required to demarcate temporary exit paths to the satisfaction of the Consultant, local building and fire departments.
- .4 Obtain and pay for use of additional storage or work areas needed for operations under this Contract.
- .5 Assume full responsibility for the protection and safekeeping of products under this Contract.
- .6 The Contractor shall preserve all survey coordinates and demarcations for the property.
- .7 Existing Utilities
 - .1 The Contractor shall take every precaution to prevent or minimize disruption to utilities/services including gas, electrical, communications, water, sanitary and storm services.
 - .2 Accidental disruptions must be attended to immediately. Provisions and procedures for such instances should be put in place in anticipation of them occurring and is especially for the gas, electrical, communication and water services to the building.
 - .3 Planned disruptions shall be coordinated with the Owner, the Municipal authorities, the Consultant and the respective utility service provider. All disruptions will be scheduled to best suit the Owner's operations and may need to be carried out during the evening and weekend hours.
- .8 The Contractor shall maintain safe and continuous flow of traffic for nearby buildings. The Contractor will be responsible to provide and delineate detours for traffic to, from and in the vicinity of the site as required.
- .9 Trucks hauling loose materials from or to the site shall have their loads trimmed and their bodies tight to prevent spillage of loads.
- .10 In the event of the contractor's operation causing delay and inconvenience to the flow of traffic on existing roads, the Consultant may restrict the number of trucks driving into the roads during certain hours. The Contractor will have no claim for additional payment as a result of such restrictions.
- .11 Road Closing
 - .1 No existing Provincial Highway or Municipal streets shall be occupied or closed without permission of the governing authority. The Contractor shall notify the Consultant in writing of proposed road closing at least 96 hours in advance of such action, and shall not detour nor restrict traffic until he has received the governing authority's written approval. All traffic restriction shall comply with Municipal and Ministry of Transportation of Ontario Regulations, whichever govern. All work which restricts or detours traffic shall be carried out systematically and expeditiously so as to minimize the inconvenience to vehicular and pedestrian traffic.
 - .2 Any road closure shall be carried out systematically following the sequence of the underground utility installation and the direction of the Consultant.
 - .3 The Contractor will be responsible for the setting up of and maintenance of signage of all traffic routes for local vehicular and pedestrian traffic within the Contract limits in accordance with the requirements of Section 01501.

1.5 Timing of Work

-
- .1 Time is of the essence in this contract.
 - .2 Start construction immediately following the acceptance of the tender by the Owner and permission of Authorities.
 - .3 **Unless otherwise indicated, the Contractor agrees to achieve Substantial Performance and achieve Occupancy within the timing proposed by the Proponent.** The timing shall be begin on the date of Notice of Award (letter of intent).
 - .4 If any upgrades are required that will require disruption to the facility (for example, but not limited to, fire alarms, heating, ventilation and electrical), the Contractor shall perform such Work during off-hours (ie. evenings and weekends) to accommodate typical facility functions and schedules.
 - .5 The Contractor may work between the hours of 8am to 5pm on all typical weekdays (Monday to Friday). Extended hours and weekend work may be permitted pending prior approval by the Owner. The Contractor shall coordinate work within adjacent occupied areas with the Owner.
 - .6 Perform work continuously toward completion. Periods of inactivity on site will not be permitted without prior consent of the Owner.

1.6 Work Sequence and Phasing

- .1 Where owner Occupancy is required, the sequence of the Work must provide for the uninterrupted safe operation, access and use of the facility, by the Owner, staff, residents and visitors.
- .2 Coordinate the sequence of the Work with the Owner's representative to minimize disruption and inconvenience.

1.7 Owner Occupancy

- .1 **Note that the train station property is owned by CN Rail and is leased to the Village of South River. The building is owned by the Village of South River. The rail is in operation. All Work to be coordinated to ensure continuity of rail service at all times.**
- .2 Cooperate with Owner in scheduling operations to minimize conflict and to facilitate Owner usage.

1.8 Partial Owner Occupancy

- .1 Schedule and substantially complete designated portions of Work for Owner's occupancy prior to Substantial Performance of entire Work.
- .2 Owner will occupy designated areas for purpose of storage of furnishings and equipment, installation of equipment.

1.9 Reference Codes, Standards and Regulations

- .1 Where relevant documents applicable to this work exist, follow these criterion, recommendations, and requirements as minimum standards.
- .2 In event of conflict between Codes, Regulations, or Standards, or where work shown is in conflict with these documents, obtain interpretation before proceeding. Failure to clarify any ambiguity will result in an interpretation requiring application of most demanding requirements.

END OF SECTION

11 GENERAL

1.1 Section Includes

- .1 Cash allowances.
- .2 Contingency allowance.

1.2 References

- .1 CCDC 2, 2020, Stipulated Price Contract.
- .2 Project Supplementary Conditions

1.3 Cash Allowances

- .1 Refer to CCDC 2, GC 4.1.
- .2 Include in Contract Price, cash allowances stated herein.
- .3 Cash allowances, unless otherwise specified, cover net cost to Contractor of services, products, construction machinery and equipment, freight, handling, unloading, storage installation and other authorized expenses incurred in performing Work.
- .4 **The Contract Price, and not cash allowance, includes Contractor's overhead and profit in connection with all cash and contingency allowances.**
- .5 The Contract Price will be adjusted by written order to provide for an excess or deficit to each cash allowance.
- .6 Where costs under a cash allowance exceed amount of allowance, Contractor will be compensated for any excess incurred and substantiated plus an allowance for overhead and profit as set out in Contract Documents.
- .7 Progress payments on accounts of work authorized under cash allowances shall be included in Consultant's monthly certificate for payment.
- .8 A schedule shall be prepared jointly by Consultant and Contractor to show when items called for under cash allowances must be authorized by Consultant for ordering purposes so that progress of Work will not be delayed.
- .9 The overall amount of the cash allowances shall be **\$0.00**. This shall include Work specified in respective specification Sections is as follows:
 - .1 *intentionally left blank*

1.4 Contingency Allowance

- .1 Refer to CCDC 2, GC 4.2.
- .2 Cash allowances, unless otherwise specified, cover net cost to Contractor of services, products, construction machinery and equipment, freight, handling, unloading, storage installation and other authorized expenses incurred in performing Work.
- .3 **The Contract Price, and not cash allowance, includes Contractor's overhead and profit in connection with all cash and contingency allowances.**
- .4 Include in Contract Price a contingency allowance of **\$ 5,000.00**
- .5 Expenditures under contingency allowance will be authorized in accordance with procedures provided in CCDC 2, GC 6.1 Changes CCDC 2, 6.2 Change Order and CCDC 2, 6.3 Change Directive.

END OF SECTION