

INSTRUCTION TO BIDDERS

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1. INTENT

- 1.1 The Conseil des écoles publiques de l'Est de l'Ontario (Owner) will receive Bids for supplying any or all of the goods or services specified in the Bid Documents, in accordance with the instructions herein.
- 1.2 The Intent of this Tender is to obtain Bids from Bidders for the construction of a Music Room at the École Le Prélude, 6025 Longleaf Drive, Orléans, ON, K1W 1J2, for a Stipulated Price contract in the form of a CCDC 2 – 2008 with Supplemental Conditions, in accordance with all Bid Documents and Terms and Conditions outlined herein (the “Contract”).
- 1.3 Contract work is to commence on December 3rd, 2018 with a conclusion date no later than August 31st, 2019.

2. BID DOCUMENTS

- 2.1 The following documents form the basis of this Tender and shall be considered by all Bidders in preparing their Bids and formulating their Bid Price:
 - 2.1.1. Instructions to Bidders (Document 00 20 00)
 - 2.1.2. Existing Conditions (Document 00 30 00) - NA
 - 2.1.3. Bid Form (Document 00 41 00)
 - 2.1.4. Supplementary Bid Form Appendix A (Document 00 43 01)
 - 2.1.5. Supplementary Bid Form Appendix B (Document 00 43 02)
 - 2.1.6. Supplementary Bid Form Appendix C (Document 00 43 03)
 - 2.1.7. Supplementary Bid Form Appendix D (Document 00 43 04)
 - 2.1.8. Supplementary Bid Form Appendix E (Document 00 43 05)
 - 2.1.9. Supplementary Bid Form Appendix F (Document 00 43 06)
 - 2.1.10. Supplementary Bid Form Appendix G (Document 00 43 07)
 - 2.1.11. General Requirements (Document 01 00 00)
 - 2.1.12. Supplementary Conditions (Document 00 73 00)
 - 2.1.13. Specifications (as listed in Table of Contents)
 - 2.1.14. Drawings (as per List of Drawings)
 - 2.1.15. Addenda issued during bidding period.
- 2.2 The Owner will post all Bid Documents pertaining to this Tender, including all addenda, questions and answers on the Board's public purchasing portal website Bonfire (<https://francoachat.bonfirehub.ca>).
- 2.3 Bidders MUST register with Bonfire to obtain all notices and documents pertaining to this Tender. It is the responsibility of the Bidder to verify the <https://francoachat.bonfirehub.ca> website to ensure that they have obtained all the Bid Documents before submitting their Bid.
- 2.4 Bid Documents are made available only for the purpose of soliciting Bids for this project. Their use does not confer a license or grant to Bidders for other purposes.

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3. BID SUBMISSION AND OPENING

- 3.1 The Board shall **ONLY** accept **ELECTRONIC BID SUBMISSIONS** submitted through the Board's public purchasing portal. The address to which Bids must be delivered is **<https://francoachat.bonfirehub.ca/portal>**. Bids submitted by any other method shall be rejected.
- 3.2 The following Documents **MUST** be submitted for a Bid to be accepted and considered for Award. Failure to submit any of the following documents will result in the Bid being declared noncompliant and not considered for Award.
- 4.1.1. Bid Form (Document 00 41 00)
 - 4.1.2. Supplementary Bid Form Appendix A (Document 00 43 01)
 - 4.1.3. Supplementary Bid Form Appendix B (Document 00 43 02)
 - 4.1.4. Supplementary Bid Form Appendix C (Document 00 43 03)
 - 4.1.5. Supplementary Bid Form Appendix D (Document 00 43 04)
 - 4.1.6. Supplementary Bid Form Appendix E (Document 00 43 05)
 - 4.1.7. Supplementary Bid Form Appendix F (Document 00 43 06)
 - 4.1.8. Supplementary Bid Form Appendix G (Document 00 43 07)
 - 4.1.9. Digital Bid Bond in the amount of 10% of the Bid Price
 - 4.1.10. Agreement to Bond for Performance and Labour and Material Payment Bond.
- 3.3 **HARD-COPY BIDS SHALL NOT BE ACCEPTED. ELECTRONIC BID SUBMISSIONS ONLY** shall be received by the Board's public purchasing portal (**<https://francoachat.bonfirehub.ca/portal>**) no later than 14:00:00 p.m. local time on or before November 8th, 2018. Time will be taken from the Board's public purchasing portal web clock.
- 3.4 Electronic bid submissions should be submitted in PDF format. E-bonds should be submitted as a separate PDF file.
- 3.5 General instructions to submitting an electronic Bid are provided below in Section 17 – Electronic Submission Instructions.
- 3.6 Bidders are cautioned that the time of their Bid submission is based on when the Bid has been successfully uploaded and submitted to the Board via their public purchasing portal. The Board's electronic bidding system will send a confirmation e-mail to the Bidder advising that their Bid was submitted successfully.
- 3.7 It is the Bidder's responsibility to load submissions well enough in advance of the closing time such as to manage transmission times due to file size and Internet connection speeds. Late proposals shall not be accepted by the Board's public purchasing portal. The Board bears no responsibility for any issues a proponent may have with the Board's public purchasing portal.
- 3.8 Each Bid item submitted is instantly sealed and will only be visible to the Board after the closing time. Bidders may alter, amend, or withdraw their Bid prior to the closing time and date via the Board's public purchasing portal. Applications to alter, amend or withdraw a Bid will not be accepted after the Tender Closing Time.

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- 3.9 Fill in all blank spaces on the Forms and Appendices in ink, or type written and ensure that all forms are signed by an authorized person or persons.
- 3.10 There will be no public Bid opening. A summary of Bids received will be made available via <https://francoachat.bonfirehub.ca/portal> within the next two (2) business days of the closing date and time. The summary will identify the name of each Bidder and the Base Bid submitted only. The summary is supplied as information only and should not be relied upon until the Board has examined all bids for compliance and published an Award Notice.
- 3.11 The Owner shall not be responsible for any liabilities, costs, expenses, loss or damages incurred, sustained or suffered by a Bidder prior to or subsequent to the Closing Time by reason of the Owner's exercise of any of its rights pursuant to this Tender, including its right to accept or reject any Bid, to disqualify any Bidder that breaches the terms of this Tender, to modify the terms of this Tender, or to cancel this Tender.
- 3.12 The Bidder acknowledges and agrees that upon submission of their Bid to the Owner, such a Bid, in whole or in part, including, though not so as to restrict the generality of the foregoing, all prices, quantities, items or services and qualities therein, shall be open for and shall be subject to acceptance by the Owner for a period of not less than ninety (90) days immediately following the Closing Time for submission of the Bid. During this period any such Bid is irrevocable.
- 3.13 The Owner reserves the right not to proceed with the Contract, to accept any one, or more, or all Bids, and to amend any or all of the terms of the Tender. The Owner shall, at its sole discretion, be the only determiner of the acceptability and suitability of all or any one or more items or services tendered for the purpose for which such items or services are required. The Owner's interpretation of all Tender clauses shall prevail.

4. BID AND PERFORMANCE SECURITY

- 4.1 Each Bid shall be accompanied by electronic bid bond in the amount equal to 10% of the Bid Price, which guarantees to the Owner that, if awarded the Contract, the Bidder will execute and enter into a formal agreement within the time required as per the terms and conditions outlined herein, failing which the surety will pay to the Owner an amount up to the penal limit of the electronic bid bond to compensate the Owner for any damages it suffered. Bids not accompanied by the required electronic bid bond will be declared non-compliant and will be rejected.
- 4.2 Each Bid shall also be accompanied by an Agreement to Bond from the same surety company providing the bid bond, committing the Bidder and its surety to provide the Performance Bond and Labour and Material Payment Bond in the amount equal to 50% of the total Bid Price, in the event the Bidder is awarded the Contract.
- 4.3 The Bidder, after receiving written notification from the Owner of being awarded the Contract, and prior to the signing of the Contract, shall within five (5) business days provide the Owner the required Performance Bond and Labour and Material Payment Bond in the amount equal to 50% of the total Contract Price.

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- 4.4 All costs of the Bonds are to be included in the Bid Price.
- 4.5 All Bonds will be in the form of an e-bond from a provider which has been assessed and approved by the Surety Association of Canada. A list of approved providers is available at the following link: <http://www.surety-canada.com/en/ebonding/assessments.html>.
- 4.6 The Board must be able to verify the authenticity of the electronic bid bond.

5. QUESTIONS, DISCREPANCIES and OMISSIONS

- 5.1 A Bidder discovering discrepancies or omissions in the specifications and/or site plans provided by the Owner in the Bid Documents or having doubt as to the meaning or intent of any part thereof shall promptly notify the Owner's representative in writing.

- 5.2 All questions must be submitted in writing by email to:

Attention: Mario Lemieux
E-mail: lemieuxm@francoachat.ca

- 5.3 All questions must be received at least nine (9) calendar days prior to the Tender Closing Time. All questions received later than nine (9) calendar days before the Closing Time will not be answered.
- 5.4 It is hereby understood and acknowledged that the Owner or Consultant shall not be held liable or responsible for verbal instructions or explanations. Only written Addenda issued by the Consultant during the bidding period shall become a part of this Tender and it is only the written Addenda upon which the Bidders may rely.
- 5.5 During the bidding period, Bidders may be advised by Addenda of required additions and deletions from or alterations to the requirements of the Tender. All such changes shall become an integral part of the Tender and the Bidder shall take all such Addenda into account in preparing its Bid and formulating its Bid Price.
- 5.6 Addenda will be issued no less than seven (7) calendar days before the Closing Time, unless the Owner determines to extend the Closing Time, or unless the Owner decides to issue a post-Closing Time Addenda.
- 5.7 Bidders are to insert in the spaces provided on the Bid Form (Document 00-41-00), the Addenda numbers of all Addenda issued during the bidding period.
- 5.8 The Owner reserves the right to distribute any or all questions received and responses given to all Bidders, without attribution as to which Bidder submitted a particular question.
- 5.9 Each Bidder shall be responsible for verifying the Board's public purchasing portal website before depositing his or her bid to ensure that all Addenda that have been issued have been received. The Owner bears no responsibility for any issues a Bidder has with the Board's public purchasing portal website.

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6. SITE CONDITIONS

- 6.1 The site of the Work is located at 6025 Longleaf Drive, Orléans, ON, K1W 1J2. Before submitting a Bid, Bidders are to examine the site to fully ascertain existing conditions, circumstances and limitations affecting the Work. No allowances will be made for additional costs arising out of failure to investigate existing conditions.
- 6.2 A **NON-MANDATORY** pre-bid inspection of the existing site and premises, with the Consultants present, has been arranged for general contractors at: October 24th, 2018 at 10:00 a.m. Bidders are to meet at the main entrance located off 6025 Longleaf Drive, Orléans, ON, K1W 1J2.

7. SUBSTITUTIONS

- 7.1 Bidders shall note that products specified or shown on Drawings by brand name or catalogue number and/or by the name of the manufacturer or supplier shall form the basis of the Bid. Bids which are not submitted for the products specified in the Bid Documents may be considered non-compliant and may be rejected.
- 7.2 Bidders may submit to the Owner a request that the Owner consider substitute products. The Owner will **ONLY** review substitution requests during the bidding period under the following conditions:
 - 7.2.1. Requests must be received no later than ten (10) calendar days prior to the Closing Time.
 - 7.2.2. Requests shall include all required technical information, organized and presented in an easily understandable format.
 - 7.2.3. Requests shall clearly identify differences (if any) from specified products. Follow Specification description format utilised in the Bid Documents to facilitate comparison.
 - 7.2.4. Requests shall also include a list of recent project references where the substitute product was utilized.
 - 7.2.5. The Owner reserves the right to accept or reject any or all proposed substitutions. Substitutions accepted by the Owner will be confirmed by the issuance of an Addendum.
- 7.3 Bidders may also propose substitutions for products under the following conditions:
 - 7.3.1. Submit a Bid Price on Bid Form (Document 00 41 00 – Bid Form) as per the products specified and/or shown on the Drawings and Specifications.
 - 7.3.2. List proposed substitutions under “Proposed Substitutions” in the appropriate space designated for that purpose on the Supplementary Bid Form Appendix G (Document 00 43 07). Show the substitute products name and state the difference in Bid Price, if any, should the proposed substitution be accepted.

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- 7.3.3. The Owner reserves the right to accept or reject any or all of the proposed substitutions.

8. BID AWARD

- 8.1 Bidders are to submit all data required in the Bid Documents for a Bid to be evaluated and considered for award. Failure to submit any required data may constitute sufficient cause for the Bid to be declared non-compliant, and be rejected.
- 8.2 The Owner intends to award the Contract to the Bidder(s) who's Bid is most acceptable in light of criteria such as credibility, capacity of the Bidder to render timely services, available machinery and manpower, quality of services and the Bid Price. The Owner is not bound to accept the lowest or any Bid, if in its discretion in applying these criteria, the Owner determines that a particular Bid does not provide it with the best value.
- 8.3 The low Bidder will be determined based on the Bid Price provided on the Bid Form (Document 00 41 00).
- 8.4 Notwithstanding anything else contained herein, the Owner may at any time, in its sole discretion:
- 8.4.1. cancel this Tender, in whole or in part, at any time and for any reason whatsoever, without prior notice;
 - 8.4.2. elect not to proceed with all or any part of the Tender;
 - 8.4.3. adopt varying timetables for the completion of the Tender;
 - 8.4.4. amend the Tender or any of the Bid Documents in any way;
 - 8.4.5. cancel this Tender and initiate a new request for tender process;
 - 8.4.6. decline to evaluate a Bid which, in the Owner's sole discretion, does not contain sufficient information to allow the Owner to carry out a reasonable evaluation;
 - 8.4.7. select or consider any of the Bids;
 - 8.4.8. waive any irregularity, non-conformance or non-compliance in or of any Bids which if waived, will not give any Bidder a material, unfair advantage over any other Bidder.

9. QUALITY BIDS

- 9.1 In the event the Owner does not receive a minimum of three (3) compliant qualified Bids, the Owner may proceed with any of the following options:
- 9.1.1. If in the opinion of the Owner additional Bids could be received through a modified or adjusted tender process, Bids received may be returned unopened and a new tender process will be initiated.

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- 9.1.2. If in the opinion of the Owner it is unlikely that additional Bids can be obtained or for other factors such as time, the Bids may be opened and evaluated.
- 9.1.3. If in the opinion of the Owner it is in its best interest to do so, the Owner may abandon the Tender entirely.
- 9.2 In the event the lowest compliant Bid received is above the Owner's Budget, the Owner may proceed with any of the following options:
 - 9.2.1. Cancel the Tender entirely and issue modified Bid Documents
 - 9.2.2. If in the opinion of the Owner it is unlikely that additional Bids could be received under Budget or for other factors such as time, the Owner may, after approval from the Director of Education, enter negotiations with the lowest compliant Bidder to reach an agreement which will be satisfactory to the Owner and which will meet the original intent of the solicitation.
 - 9.2.3. If in the opinion of the Owner it is in its best interest to do so, the Owner may abandon the Tender entirely.

10. AGREEMENT TO ABIDE BY THE ESTABLISHED PROCESS

- 10.1 It is vital to the Owner that the process leading to the acceptance of a Bid and the conclusion of the Contract for the provision of the Goods and Services be, and be seen to be, open and fair.
- 10.2 No Bidder 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, including Consultants, whether authorized or not.
- 10.3 Bidders shall sign, and return as part of their Bid, Supplementary Bid Form Appendix A - Agreement to Abide by Established Process (Document 00 43 01). The signed form will indicate concurrence with the terms and conditions of this Tender process. Failure to indicate concurrence by returning the signed form will result in the Bid being declared non-compliant and rejected.

11. CONFLICT OF INTEREST

- 11.1 Bidders shall declare in its Bid 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 Consultant, the Contract, the Contract Price or any Customer.
- 11.2 Bidders shall sign, and return as part of their Bid, Supplementary Bid Form Appendix B - Declaration of Conflict of Interest (Document 00 43 02). Failure to return the signed form will result the Bid being declared non-compliant and rejected. The Owner will evaluate any disclosed actual or potential conflict of interest to determine whether it should lead to the disqualification of the Bidder.

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12. TAXES AND DUTY

- 12.1 Bid Prices shall include all duty and custom charges.
- 12.2 Bid Prices shall be exclusive of Harmonized Sales Tax (HST). The amount of HST shall be shown as a separate item on all invoices.

13. NO INFLUENCE

- 13.1 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 Bidder, or to influence the outcome of any Tender. The Owner reserves the right to disqualify any Bidder who engages in any acts or practices which are either directly or indirectly, or may reasonably be perceived, either directly or indirectly, to be made for the purposes of influencing the outcome of this RFT process, the Tender, or the Contract, including in their favour.

14. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- 14.1 The Bid and any other accompanying documentation submitted by the Bidder prior to the Closing Time specified in this document shall become the property of the Owner and shall not be returned. The Bid shall be subject to *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, F-31. The Bidder must identify any information contained in the Bid that is submitted in confidence.

15. LIMITATION OF LIABILITY

- 15.1 In the event that the Owner breaches any of the terms of this Tender, all Bidders agree that the maximum liability of the Owner to any Bidder for such breach, if any, shall not exceed the lesser of the Bidder's costs to prepare its Bid or \$10,000.

16. TENDER DISPUTE RESOLUTION PROCESS

- 16.1 The tender dispute resolution process is intended to ensure that any dispute is handled in an ethical, fair, reasonable, and timely fashion. This dispute resolution procedure is a negotiation type resolution process which complies with bid protest or dispute resolution procedures set out in the Broader Public Sector Procurement Directive and applicable trade agreements.
- 16.2 Where a Bidder wishes to dispute the outcome of the Tender award, the process outlined below is to be followed.
- 16.3 The aggrieved party (aggrievor) is to file their Tender protest with the Owner's representative in writing, within 15 business days following the publication of the notice of award. The aggrievors filing the tender protest must include their:

- Name and address

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- Identification of the Tender, contract or bid solicitation being protested
- Detailed and factual statements of the grounds for protest including identification of specific laws and Tender clauses applicable
- Supporting documentation
- Desired relief, action or ruling

16.4 The Owner will respond to the Tender protest within fifteen (15) business days.

17. ELECTRONIC SUBMISSION INSTRUCTIONS

17.1 THERE IS NO COST TO SUBMITTING A BID ELECTRONICALLY

17.2 Bidders must create a user account. Registration is only required the first time you submit a Bid. To register, use the below portal link and click on the “Login/Register” button found on the top right corner of the screen. Follow the on-screen instructions.

<https://francoachat.bonfirehub.ca/portal>

17.3 The maximum upload file size is 100 MB per file.

17.4 Do not embed any documents within your uploaded files, as they will not be accessible or evaluated. Documents should be in fixed form.

17.5 To upload your Bid select the applicable project and follow the on-screen instructions. The required file quantities and file types (i.e. PDF or XLS) will be listed and a link to upload each document will be available.

17.6 Your Bid must be uploaded prior to the Bid submission date and time specified. It is strongly recommended that Bidders allow sufficient time to complete the upload and submission procedures. It is recommended that the process being at least ONE (1) hour before the closing time.

17.7 Each document submitted is instantly sealed and will only be visible to the Board after the Bid Submission Date and Time.

17.8 Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

17.9 Once you finalize your Proposal submission, you will receive an email confirmation receipt with a unique confirmation number.

17.10 Please contact Bonfire at Support@GoBonfire.com for technical questions related to electronically submitting your Bid. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>.

17.11 Minimum system requirements: Google Chrome, or Mozilla Firefox. Javascript must be enabled.

END OF SECTION

BID FORM

Project: 18-44 – Music Room – École Le Prélude
Located at: 6025 Longleaf Drive, Orléans, ON, K1W 1J2

Submitted to: Le Conseil des écoles publiques de l'Est de l'Ontario

LEGAL NAME: _____

CONTACT PERSON: _____

MAILING ADDRESS: _____

CITY: _____ PROV: _____ POSTAL
CODE : _____

TELEPHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

Having examined all Bid Documents and Addenda No _____ to No _____ inclusive, all as issued by:

.....
and having visited the Place of the Work, investigated the Site and examined all conditions, circumstances and limitations affecting the Work, we hereby agree to enter into a Contract to perform the Work required by the Bid Documents for the Stipulated Price of:

_____ DOLLARS

(\$ _____) in Canadian funds, which price excludes Value added Taxes (H.S.T.).

We confirm that the above sum includes all other applicable taxes, royalties, custom duties, overhead and profit, insurance premiums surety bond premiums, cash allowances, contingency allowance (as listed below), and all other charges related to the Work as described in the Bid Documents. The Stipulated Price is not subject to revisions due to changes in cost of labour, materials or other items. No allowance shall be made subsequently for any error or negligence on our part in formulating the Bid Price.

CASH ALLOWANCES

\$0

CONTINGENCY ALLOWANCE

\$0

DECLARATIONS

We hereby declare that:

1. We agree to perform the Work in compliance with the required completion schedule stated in the Instructions to Bidder and without interruption until completion;
2. No person, firm or corporation other than the undersigned has any interest in the Bid or in the proposed Contract for which the Bid is made;
3. This Bid is open to acceptance for a period of 90 days from the Closing Time as indicated in the Bid Documents.

SIGNATURES

SIGNED AND SUBMITTED for and on behalf of:

NAME OF ORGANIZATION

SIGNATURE

DATE

NAME and TITLE of the authorized legal signing authority

SIGNATURE

DATE

NAME and TITLE of the authorized legal signing authority

WITNESS

SIGNATURE

DATE

SUPPLEMENTARY BID FORM - APPENDIX A

AGREEMENT TO ABIDE BY ESTABLISHED PROCESS

The Tender process requires observances of the following ground rules:

1. All communications, including requests for information, between Bidders and the Owner or its representatives must be between only the representatives of the Owner and each Bidder, named below, who have been authorized and designated for that particular purpose.
2. Apart from the communications between and among the designated representatives, there must be no communication between the Owner and any representative of the Bidder, and no giving of information with respect to the Tender and the Contract.
3. Any attempt on the part of any Bidder, or any of its employees, agents, contractors, subcontractors or representatives to contact any persons other than the designated representatives with respect to the Tender, or any action or violation of the above requirements, will be grounds for disqualifications, and the Owner may, in its discretion, in addition to any other rights or remedies available at law, reject any potential or actual Bid submitted by that Bidder.
4. Bidders must accept and agree to observe the contents of this “Agreement to Abide by Established Process”, inform their staff thereof, and ensure their compliance therewith.

This Agreement to Abide by Established Process must be signed by a person who has the authority to bind the Bidder and must be submitted with the Bid.

NAME OF ORGANIZATION

SIGNATURE

DATE

NAME and TITLE of the authorized legal signing
authority

SUPPLEMENTARY BID FORM - APPENDIX B

DECLARATION OF CONFLICT OF INTEREST

Each Bidder shall declare in its Bid 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 Consultant, the Contract, the Contract Price or any Customer.

The Education Act states that goods or services must not be purchased from a Teacher, Supervisory Officer, other Employee of the Board or an employee of the Ministry of Education and Training. This also applies to firms owned directly or indirectly by an employee of a Board. This is outlined in Chapter E.2, Section 217, of the Education Act, RSO 1990 (latest revision). Any such purchase by a Bidder would constitute a conflict of interest.

The Owner has a fiduciary responsibility to ensure that such behaviour is not permitted and reserves the right to remove from eligibility, the name of any Bidder for failure to comply with the above conditions.

The Bidder declares that this Bid is not made in connection with any other Bidder submitting a Bid the same commodity/service and is, in all respects fair and without collusion of fraud.

Based on the above, do you believe your firm may be in possible conflict of interest? Please check appropriate or fraud.

----- No

----- Yes – If yes is selected, please submit with your Bid Documents a detailed letter indicating any possible conflict of interest and any suggested process for managing the conflict of interest.

NAME OF ORGANIZATION

SIGNATURE

DATE

NAME and TITLE of the authorized legal signing
authority

LIST OF SUBCONTRACTORS

Project: 18-44 – Music Room – École Le Prélude

Located at: 6025 Longleaf Drive, Orléans, ON, K1W 1J2

Bidder: _____

The Bidder proposes to use the following subcontractors with the portion to be performed by each as indicated, and no more than one subcontractor being proposed for any such portion. The Bidder also declares that the following list is detailed and accurate and understands that no changes may be made without prior approval from the Owner.

Trade:	Subcontractor name:
Electrical:	
Mechanical:	
Demolition :	
Abatement :	
Construction :	
Others :	

SUPPLEMENTARY BID FORM - APPENDIX D

SEPARATE PRICES

Project: 18-44 – Music Room – École Le Prélude
Located at: 6025 Longleaf Drive, Orléans, ON, K1W 1J2

Bidder: _____

The Bidder offers for the Owner's consideration, the following Separate Prices for Work which is not included in the Bid Price submitted on Bid Form (Document 00 41 00). The Owner may at its sole discretion accept or reject any of the prices proposed.

All prices submitted take into consideration and allow for changes and adjustments in other work included in the Bid Price as may be necessary to provide a finished and functional result. All prices include overhead, profit and all relative charges of the Bidder and represent the actual cost to the Owner for the Work. Prices submitted exclude HST.

DESCRIPTION OF WORK	ADD TO BID PRICE

SUPPLEMENTARY BID FORM - APPENDIX E

UNIT PRICES

Project: 18-44 – Music Room – École Le Prélude
Located at: 6025 Longleaf Drive, Orléans, ON, K1W 1J2

Bidder: _____

The following are the Unit Prices for the units of work listed hereunder. The Unit Prices are to add additional units, above and beyond quantities identified in the Tender Documents. All prices include overhead, profit and all relative charges of the Bidder and represent the actual cost to the Owner per additional unit. The Owner is not bound by the unit prices submitted and may at their discretion negotiate the unit rates applicable. The prices submitted exclude HST.

UNIT OF WORK	UNIT PRICE
Section 02 41 99: Concrete Foundation Removal: To chip, cut, remove and dispose of unforeseen existing reinforced concrete foundations below grade. Estimated quantity: 20 m ³	_____ \$ / m ³
Section 31 23 33: Excavation of Clean Soil: Removal and disposal of soil below elevation of subgrade as indicated on drawings where subgrade is unsuitable for new construction. Excavation of soil to the underside of the aggregate is included in the lump sum price. Estimated quantity: 90 m ³	_____ \$ / m ³
Section 31 23 33: Excavation of Soil containing debris: Removal and disposal of fill material containing debris as recommended by environmental engineer; disposal in accordance with special environmental handling procedures by authorities having jurisdiction. Estimated quantity: 90 m ³	_____ \$ / m ³
Section 31 23 33: Granular Backfill 'A': To provide Granular 'A' backfill in place, compacted. Estimated quantity: 90 m ³	_____ \$ / m ³
Section 31 23 33: Granular Backfill 'B': To provide Granular 'B' backfill in place, compacted. Estimated quantity: 90 m ³	_____ \$ / m ³

SUPPLEMENTARY BID FORM - APPENDIX F

ALTERNATIVE PRICES

Project: 18-44 – Music Room – École Le Prélude
Located at: 6025 Longleaf Drive, Orléans, ON, K1W 1J2
Bidder: _____

The Bidder offers for the Owner's consideration, the following Alternative Prices for Work which if accepted by the Owner will result in an adjustment to the Bid Price submitted on Bid Form (Document 00 41 00). The Owner may at its sole discretion accept or reject any of the Alternative Prices proposed.

All prices submitted take into consideration and allow for changes and adjustments in other work included in the Bid Price as may be necessary to provide a finished and functional result. All prices include overhead, profit and all relative charges of the Bidder and represent the actual cost to the Owner for the Work. Prices listed exclude HST.

DESCRIPTION OF WORK	CHANGE IN BID PRICE	
	ADD TO:	DEDUCT FROM:
<p>ALTERNATIVE PRICE #1 Section 03 35 50: Concrete Floor Finishes To add all work associated with labour, material and equipment for concrete polishing as follows:</p> <ol style="list-style-type: none"> 1. Grind the floor with industrial strength diamond to remove imperfections such as trail marks or scratches and expose bare concrete y removing existing coating or mastics. Grinding to the desired level of exposed aggregate. 2. Densify the floor with RetroPlate to penetrate the concrete and chemically react to harden and seal floor by filling pores and creating a dense surface. 3. Polish the floor with progressively finer diamond grits to a medium or gloss finish. <p>The above is in lieu of resilient sheet flooring.</p>		
<p>ALTERNATIVE PRICE #2 Section 09 80 00: Acoustic Treatment: To delete all work associated with labour, material and equipment for Acoustic treatment as follows:</p> <ol style="list-style-type: none"> 1. Room 141, existing stage (ceiling suspended) type AP-01. 		
<p>ALTERNATIVE PRICE #3 Section 09 80 00: Acoustic Treatment: To delete all work associated with labour, material and equipment for Acoustic treatment as follow:</p> <ol style="list-style-type: none"> 1. Room 113, New music room (Ceiling suspended) Type AP-02. 2. Room 113, New music room (Wall-mounted suspended) Type AP-02. 		

SUPPLEMENTARY BID FORM - APPENDIX F

<p>ALTERNATIVE PRICE #4 Drawing A-200 & A-201: Stair/storage room and mezzanine modifications: To delete all work for labour, material and equipment associated with room 141 – Existing stage, 003 - Existing storage, 141A – Existing mezzanine, for the following:</p> <ol style="list-style-type: none"> 1. Demolition of existing concrete block partitions, floor assembly above storage room and existing stair/handrail. 2. Provision of a new structural steel framing and support for modifications to storage room and mezzanine above. 3. Provision of a new stair and handrail, including modifications to existing mezzanine handrail. 4. New gypsumboard partition and associated patching making good to all three areas. 5. Electrical modifications in Storage Room 003, lighting relocation. 6. HVAC and fire protection modifications as specified in the mechanical/electrical documents related to the rooms. 7. All painting and refinishing required for stairs, handrails and guards. <p>Note: Work for seismic reinforcement to foundation walls at Room 141 Stage and in Storage Room 003 is still required, including demolition and making good of slabs. Also, all items required to serve the new addition (i.e. rainwater drainage piping) through the stage/storage room is not included in Separate Price.</p>		
<p>ALTERNATIVE PRICE #5 Drawing L-100: Soft landscaping: To delete all work for labour, material and equipment associated with exterior landscaping as follows:</p> <ol style="list-style-type: none"> 1. Provision of planter beds (2). 2. Associated planter concrete curbs. 3. Plantings and soil. <p>In lieu of above-noted landscape features, provide asphalt paving type LA-02, (low vehicular traffic) for these areas to line of existing and new building.</p>		
<p>ALTERNATIVE PRICE #6 Section 09 65 16 Resilient sheet flooring: To delete all work associated with labour, material and equipment for resilient sheet flooring as follows:</p> <ol style="list-style-type: none"> 1. Room 113, New music room resilient sheet type RS-01. 		

SUPPLEMENTARY BID FORM - APPENDIX G

PROPOSED SUBSTITUTIONS

Project: 18-44 – Music Room – École Le Prélude
Located at: 6025 Longleaf Drive, Orléans, ON, K1W 1J2

Bidder: _____

As per section 7.3 of the Instruction to Bidders (Document 00 20 00), the Bidder proposes the following product or manufacturer substitutions for the Owners consideration. The Owner reserves the right to accept or reject any or all of the proposed substitutions.

Provide all detail required to allow the Owner to properly review the proposed substitutions. Attach additional documentation if required.

All prices submitted take into consideration and allow for changes and adjustments in other work included in the Bid Price as may be necessary to provide a finished and functional result. All prices include overhead, profit and all relative charges of the Bidder and represent the actual cost to the Owner for the Work. Prices listed exclude HST.

DESCRIPTION OF SUBSTITUTION	CHANGE IN BID PRICE	
	ADD TO:	DEDUCT FROM:

SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS

1. GENERAL

- 1.1 The General Conditions of the contract contained in the Canadian Standard Construction Document CCDC 2, Stipulated Price *Contract* 2008 Edition, together with the requirements contained herein, are applicable to all persons engaged in the *Work* of this *Contract*.
- 1.2 The *Contractor* will be required to sign the foregoing document and to sign the *Contract* copy of drawings and specifications. The following conditions supplement the General Conditions of the Canadian Standard Construction Document CCDC 2 Stipulated Price *Contract*, 2008 Edition. Where the General Conditions of the *Contract* are not in agreement with the Supplementary Conditions, the Supplementary Conditions shall govern.
- 1.3 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.

ARTICLE A-5 PAYMENT

- .1 Revise the present text of 5.3.1, to read as follows:

“1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest on such unpaid amounts in an amount of one per cent (1%) per annum above the prime rate shall also be due and payable. Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by the Bank of Canada for prime business loans as it may change from time to time.”

SUPPLEMENTARY DEFINITIONS

- .1 Under Definition 21, “*Supplemental Instruction*”, add the following note:

.1 “*Supplemental Instructions* shall also be called *Jobsite Instructions* and shall be issued as such by the *Consultant*.”

- .2 Add new definitions, numbers 27 to 33, as follows:

“27. **As-Built Documents:** *As-Built Documents* refer to reproductions of the original drawings and specifications which have been marked up to accurately show all changes from the original documents and which are to be provided in CAD and PDF electronic formats.”

“28. **Constructor:** The *Constructor* is as defined in the *Occupational Health and Safety Act*, R.S.O.1990 (latest amendment), referring

SUPPLEMENTARY CONDITIONS

to the person undertaking the project for the *Owner*, and for the purposes of this project, shall be the *Contractor*.”

“29. **Install:** *Install* means the completion of the following activities:

- .1 Remove *Product* from storage and locate for placement,
- .2 Position and adjust *Product* for final placement,
- .3 Affix and anchor *Product* in final placement, in accordance with the manufacturer’s instructions;
- .4 Make all Mechanical and Electrical connections required to complete installation.”

“30. **Record Documents:** *Record Documents* refer to a complete set of documents which have been amended to incorporate all changes to the *Work*, as marked up on the *As-built Documents*. Record Documents are to be submitted in CAD and PDF electronic forms.”

“31. **Submittals:** *Submittals* are documents or items required by the *Contract Documents* to be provided by the *Contractor*, such as:

- .1 *Shop Drawings*, samples, models, mock-ups to indicate details or characteristics, before the portion of the *Work* that they represent can be incorporated into the *Work*; and
- .2 *As-built Documents* and manuals to provide instructions to the operation and maintenance of the *Work*.”

“32. **Supply:** *Supply* means completion of the following activities:

- .1 Fabricate or purchase *Product*;
- .2 Deliver *Product* to the *Place of the Work*;
- .3 Unload *Product*; and
- .4 Store *Product* in accordance with the manufacturer’s instructions.”

“33. Wherever the words ‘approved’, ‘satisfactory’, ‘directed’, ‘selected’, ‘permitted’, ‘inspected’, ‘instructed’, ‘required’, ‘submit’, are used in *Contract Documents*, it shall be agreed that unless the context otherwise provides, the words shall mean ‘approved by the *Consultant*’, ‘directed by the *Consultant*’, ‘selected by the *Consultant*’, ‘permitted by the *Consultant*’, ‘inspected by the *Consultant*’, ‘instructed by the *Consultant*’, ‘required by the *Consultant*’, ‘submit to the *Consultant*’.”

SUPPLEMENTARY CONDITIONS

GC 1.1 CONTRACT DOCUMENTS

- .1 Add the following to the end of subparagraph 1.1.2.2:
“except where the *Consultant* shall be indemnified as a third party beneficiary as provided in subparagraphs 9.2.7.4, 9.5.3.4 and in 12.1.3.”
- .2 Add new paragraph 1.1.7.5 as follows:
“and; in general, where discrepancies occur among various parts of the drawing or specifications, the *Contractor* shall *Provide* the greatest amount of labour and/or materials referred to”.
- .3 Delete present text of paragraph 1.1.8 and substitute the following:
 - .1 “The *Owner* shall provide the *Contractor*, without charge, six (6) sets of the drawings and specifications upon which the *Contract* is based. Sets issued for permits and the *Contractor’s Contract* signing set are included in this amount.
 - .2 The *Owner* shall also provide four (4) copies of any detail drawings issued subsequent to the signing of the *Contract*.
 - .3 Additional copies of drawings and specifications may be purchased from the *Consultant* at the cost of printing.”
- .4 Add new paragraph 1.1.11, as follows:
“1.1.11 Bylaws, codes or standards quoted shall be the latest edition, including revisions or amendments prior to date of bid submission.”

GC 2.2 ROLE OF THE CONSULTANT

- .1 Under 2.2.3, add to the end of the last sentence: “...and to the *Owner*.”
- .2 Revise 2.2.7 to read: “The *Consultant* will be, in the first instance, the interpreter of the requirements of the *Contract Documents*”.
- .3 Under 2.2.13, add the following additional clause and new sentences: “and if it is agreed that no change to the *Contract Price* is involved, the *Contractor* shall proceed to make the required change. If, in the opinion of the *Contractor*, a *Supplemental Instruction* involves an adjustment in the *Contract Price* or *Contract Time*, the *Contractor* shall, within seven (7) *Working Days* of receipt of a *Supplemental Instruction*, advise the *Consultant* in writing accordingly. Failure to provide written notification within the time stipulated shall mean that the *Contractor* accepts that the *Supplemental Instruction* does not result in any revisions to the *Contract Price* or *Contract Time*”.

SUPPLEMENTARY CONDITIONS

- .4 In paragraph 2.2.14, delete the comma after the word “submittals” and add the words “which are provided” before the words “in accordance”.
- .5 Under 2.2.16, add new sentence as follows:
- “If it is the *Contractor’s* opinion that a *Supplemental Instruction, Change Order* or *Change Directive*, as issued by the *Consultant*, will affect the *Contract Time*, it shall within three (3) days after receipt of such *Supplemental Instruction* or *Change Order/Change Directive*, notify the *Consultant* in writing, of the nature and extent of the affect on the construction schedule.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

- .1 At the end of paragraph 2.3.2, add new sentence as follows:
- “Unless agreed otherwise, the *Contractor* shall give the *Consultant* and the *Owner* at least three (3) *Working days’* notice of the date and time fixed for all required tests, and shall supply all labour, material, fuel, etc., and shall carry out such tests (unless otherwise specified)”.
- .2 To paragraph 2.3.3, add new sentence: “Such certificates and reports are to be reviewed by the *Consultant* and one copy is to be forwarded for the *Owner’s* review”.

GC 2.4 DEFECTIVE WORK

- .1 Add new subparagraphs 2.4.1.1 and 2.4.1.2:
- “2.4.1.1 The *Contractor* shall rectify, in a manner acceptable to the *Owner* and the *Consultant*, all defective *Work* and deficiencies throughout the *Work*, whether or not they are specifically identified by the *Consultant*.”
- “2.4.1.2 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*.”
- .2 Add new paragraph 2.4.4 as follows:
- “Where elements of the *Work* have been identified as defective by the *Owner* or *Consultant*, and the *Contractor* fails to make corrections to the *Work* in accordance with this GC 2.4, then without prejudice to any other right or remedy the *Owner* may have, the cost of correcting the *Work* shall be determined by the *Consultant* and the amount may be deducted from any amount otherwise due to the *Contractor*.”
- .3 Add paragraph 2.4.5 as follows:
- The *Contractor* shall prepare a monthly status report on the deficiency corrections identified by the *Consultant*. Where deficiencies remain on the status report for a

SUPPLEMENTARY CONDITIONS

period of more than two (2) progress payment applications then without prejudice to the *Owner's* right and remedy under paragraph 2.4.4, the *Owner* may withhold an amount equal to two hundred per cent (200%) of the value of the deficiency (as determined by the *Consultant*) from the *Contractor*, until such deficiency(ies) is/are corrected to the satisfaction of the *Owner* and *Consultant*.

GC 3.1 CONTROL OF THE WORK

- .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*.”

- .2 Add new paragraph 3.1.4 as follows:

“3.1.4 Once the building is occupied, the *Contractor* may be required by the *Owner*, from time to time, to suspend or alter noisy or otherwise objectionable operations, should such operations cause undue interference with the *Owner's* business or activities.”

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

- .1 Revise paragraph 3.2.2.1 to read “The *Owner* shall provide the co-ordination of the activities of the *Owner's* forces.”

- .2 Delete paragraph 3.2.2.2.

- .3 Add new paragraph 3.2.3.4 as follows:

“Subject to GC 9.4 CONSTRUCTION SAFETY, for the *Owner's* own forces and for other contractors, assume overall responsibility for compliance with all aspects of health and safety at the *Place of the Work*.”

GC 3.4 DOCUMENT REVIEW

- .1 Delete paragraph 3.4.1 in its entirety and substitute new paragraph 3.4.1:

“3.4.1 The *Contractor* shall review the *Contract Documents* and shall report promptly to the *Consultant* any error, inconsistency or omission the *Contractor* may discover. Such review by the

SUPPLEMENTARY CONDITIONS

Contractor shall comply with the standard of care described in paragraph 3.14.1 of the *Contract*. Except for its obligation to make such review and report the result, the *Contractor* does not assume any responsibility to the *Owner* or to the *Consultant* for the accuracy of the *Contract Documents*. The *Contractor* shall not be liable for damage or costs resulting from such errors, inconsistencies, or omissions in the *Contract Documents*, which the *Contractor* could not reasonably have discovered. If the *Contractor* does discover any error, inconsistency or omission in the *Contract Documents*, the *Contractor* shall promptly draw it to the attention of the *Consultant*, and thereafter the *Contractor* shall not proceed with the *Work* affected until the *Contractor* has received corrected or missing information from the *Consultant*.”

GC 3.6 SUPERVISION

- .1 Revise 3.6.1 as follows:

“After “valid reason”, add “and in consultation with the *Consultant* and the *Owner*”.

- .2 Add the following paragraphs:

“3.6.3 The supervisory staff assigned to the *Project* shall also be fully competent to implement efficiently all requirements for scheduling, coordination, field engineering, reviews, inspections and submittals defined in the specifications, and have a sufficient number of years of documented Superintendent/*Project* Management experience.

3.6.4 The *Consultant* shall reserve the right to review the record of experience and credentials of supervisory staff assigned to the *Project* prior to commencement of *Work*.

3.6.5 The *Contractor’s* Supervisor shall remain on the job until the *Contract* is complete.

3.6.6 The *Project* Management staff assigned to the *Project* shall also be fully competent to implement efficiently all requirements for scheduling, coordination, field engineering, reviews, inspections and submittals defined in the specifications, and have a sufficient number of years documented Supervisor/*Project* Management experience.

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

- .1 Add new sentence to paragraph 3.7.2 as follows:

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- .1 “The *Contractor* shall not change accepted *Subcontractors* without prior written permission of the *Owner*.”

GC 3.8 LABOUR AND PRODUCTS

- .1 Revise the first sentence of paragraph 3.8.3 to read: “The *Contractor* shall maintain good order and discipline among the *Workers* engaged on the *Work* and shall not employ, or permit to be employed, anyone not skilled in the tasks assigned.”
- .2 Add a second sentence as follows: “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 this *Project*.”
- .3 Add new paragraph 3.8.4, as follows:
- “3.8.4 The *Contractor* is responsible for the safe on-site storage of *Products* and their protection (including *Products* supplied by the *Owner* and other *Contractors* to be installed under the *Contract*) in such ways as to avoid dangerous conditions or contamination to the *Products* or other persons or property and in locations at the *Place of the Work* to the satisfaction of the *Owner* and the *Consultant*. The *Owner* shall provide all relevant information on the *Products* to be supplied by the *Owner*.”
- .4 Add new paragraph 3.8.5 as follows:
- “3.8.5 Where materials or *Workmanship* are specified to comply to a standard such as a Building Code, Canadian Standards Association (CSA), Canadian General Standards Board (CGSB), or American Society for Testing and Materials (ASTM), it shall mean the latest revised edition of the standard.”
- .5 Add new paragraph 3.8.6 as follows:
- “3.8.6 *Products* which are specified by their proprietary names or by part or catalogue number shall form the basis for the specifications and tenders. No substitutes for these may be used without the *Consultant’s* approval in writing. When requesting approval for the use of substitutes, the *Contractor* shall:
- .1 submit documentation proving, to the *Consultant’s* satisfaction, that the substitute is equal to the specified product, and is compatible in every respect with the configuration and design of the *Project*, not requiring any change thereto to accommodate the substitution;
- .2 provide, with each application, a list of properties of the specified product and the proposed substitute. No

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- application to use substitutes will be considered unless made in this way;
- .3 include in the submission any effect that the substitute may have on the *Contract Price*, and be prepared to reimburse the *Owner* for all costs that may become evident later as a result of the substitution; and
- .4 submit requests well in advance of deadlines for ordering specified products. Substitutes will be considered only when submitted in sufficient time to permit proper investigation by the *Consultant*.”
- .6 Add new paragraph 3.8.7 as follows:
- “3.8.7 The *Contractor* shall use all *Products* in strict accordance with the manufacturers’ directions except where specified otherwise. Whenever specific reference to manufacturers’ directions or instructions is made in specifications, submit copies of said instructions or directions or both for approval before commencing to use such *Products*. Whenever more than one *Product* is specified for one use, the *Contractor* may select for this use any of the *Products* so specified.”
- .7 Add new paragraph 3.8.8 as follows:
- “3.8.8 Materials, appliances, equipment and other *Products* are sometimes specified by reference to brand names, proprietary names, trademarks or symbols. In such cases, the name of a manufacturer, distributor, *Supplier* or dealer is sometimes given to assist the *Contractor* to find a source *Supplier*. This shall not relieve the *Contractor* from his responsibility from finding his own source of supply even if the source named no longer supplies the *Product* specified. If the *Contractor* is unable to obtain the specified *Product*, he shall supply a substitute *Product* equal to or better than the specified *Product*, as approved by the *Consultant*, with no extra compensation. Should the *Contractor* be unable to obtain a substitute *Product* equal to or superior to the specified *Product* and the *Owner* accepts an inferior *Product*, the *Contract Price* shall be adjusted accordingly, as approved by the *Consultant*.”
- .8 Add new paragraph 3.8.10 as follows:
- “3.8.10 All workmanship shall be of the highest quality performed by persons trained and skilled in accordance with best practices for each particular element of the *Work* and trade. *Provide* special workmanship and performance standards as specified.”

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- .9 Add new paragraph 3.8.11 as follows:
- “3.8.11 The hours of *Work*, the working conditions and the rates of wages shall be in accordance with the local conditions and requirements and the *Contractor* shall not pay less than the minimum wages established by customary standards in the locality of the site for the same or a similar class of *Work*. Information necessary to confirm compliance with these requirements shall be provided by the *Contractor* to the *Owner* on request”.
- .10 Add new paragraph 3.8.12 as follows:
- “3.8.12 The Foreperson of each trade engaged on the *Work* must be able to speak and understand the English language well enough to comprehend and carry out all instructions issued and to *Work* in complete co-ordination with other trades.”
- .11 Add new paragraph 3.8.13 as follows:
- “3.8.13 All deficiencies identified by *Owner* and/or *Consultants* shall be corrected promptly, and in any event within fifteen (15) days of being notified of such deficiency.”

GC 3.10 SHOP DRAWINGS

- .1 Revise the title of GC 3.10 to read “SHOP DRAWINGS AND OTHER SUBMITTALS”.
- .2 Add “and *Submittals*” after the words “*Shop Drawings*” in paragraphs 3.10.1, 3.10.2, 3.10.4, 3.10.7, 3.10.8, 3.10.8.2, 3.10.9, 3.10.10, and 3.10.11.
- .3 Add the following sentence to paragraph 3.10.2:
- “Where verified and determined dimensions from the *Place of the Work* are required in the preparation of *Shop Drawings*, the *Contractor* shall determine the exactness of the dimensions prior to the preparation of these drawings.”
- .4 Delete paragraph 3.10.3 in its entirety and substitute new paragraph 3.10.3 as follows:
- “Prior to the first application for payment, the *Contractor* shall prepare a schedule of the dates for submission, review, and return of *Shop Drawings* and any *Submittals* as required to meet construction schedule. Schedule shall be acceptable to the *Consultant* and in accordance with paragraph 3.10.12, as amended below.”
- .5 Delete paragraph 3.10.12 in its entirety and substitute new paragraph 3.10.12 as follows:
- “The *Consultant* will review and return *Shop Drawings* and *Submittals* in accordance with a *Shop Drawing/Submittal* Schedule prepared by the *Contractor*

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and agreed upon at the commencement of the *Work*. The *Contractor* shall allow the *Consultant* a minimum 10 *Working* days, or such longer period as may be reasonably required, to review shop drawings from the date of receipt to the date that the *Contractor* is notified that the reviewed documents are ready to be picked up. The *Contractor* shall periodically re-submit the *Shop Drawing/Submittal* Schedule to correspond to changes in the construction schedule and to reflect any required resubmissions. If re-submission of *Shop Drawings* or *Submittals* is required a further ten (10) day period is required for the *Consultant's* review.”

.6 Add 3.10.13 as follows:

“3.10.13 “The *Contractor* shall submit *Shop Drawings* in accordance with the *Shop Drawing* procedures specified by *Consultant*.”

.7 Add 3.10.14 as follows:

3.10.14 The *Consultant's* review of *Shop Drawings* and *Submittals* does not relieve the *Contractor* of the responsibility to review all information pertaining to:

- .1 detail design;
- .2 dimensions;
- .3 fabrication processes;
- .4 techniques of construction and installation; and
- .5 coordination of the *Work* of *Subcontractor*.”

.8 Add 3.10.15 as follows:

“Only *Shop Drawings* indicated as “Reviewed” or “Reviewed as noted” and bearing the *Consultant's* review date and initials, shall be used at the *Place of the Work*.”

.9 Add 3.10.16 as follows:

“Reviewed *Shop Drawings* shall not authorize changes in cost to the *Owner* nor shall they authorize changes to the construction schedule.”

.10 Add 3.10.17 as follows:

“The *Contractor* shall thoroughly review *Shop Drawings*. Where *Shop Drawings* are stamped but clearly not reviewed, the *Consultant* may reject the *Shop Drawings* and return them to the *Contractor* at the *Contractor's* expense.”

.11 Add 3.10.18 as follows:

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“Any fabrication *Work* done before receiving final reviewed *Shop Drawings* shall be at the *Contractor's* and his *Subcontractor's* and/or *Supplier's* risk.”

GC 3.12 CUTTING AND REMEDIAL WORK

.1 Under paragraph 3.12.1, delete the present text and substitute the following:

“3.12.1 The *Contractor* shall be responsible for co-ordinating all cutting and remedial *Work* that may be require to make the several parts of the *Work* come together properly.

.1 Cutting for electrical and mechanical *Work* shall be done by the *Subcontractor* involved, under the supervision of the *Contractor*. Patching shall be done by the *Contractor*.

GC 3.13 CLEANUP

.1 Revise paragraph 3.13.1 by adding the words “snow and ice and” after the words “accumulation of” to read: “... free from the accumulation of snow and ice and waste products and ...”

.2 Revise paragraph 3.13.2 by adding the words “snow and ice and” after the words “shall remove” to read: “... shall remove snow and ice and waste products and debris ...”

GC 3.14 PERFORMANCE BY CONTRACTOR

.1 Add new General Condition 3.14 - PERFORMANCE BY CONTRACTOR

.2 Add new paragraph 3.14.1, as follows:

“3.14.1 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*.”

.3 Add new paragraph 3.14.2, as follows:

“3.14.2 The *Contractor* further represents, covenants and warrants to the *Owner* that:

.1 The personnel it assigns to the *Project* are appropriately experienced;

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- .2 It has a sufficient staff of qualified and competent personnel to replace its designated supervisor and project manager, subject to the *Owner's* approval, in the event of death, incapacity, removal or resignation.”
- .3 There are no pending, threatened or anticipated claims, liabilities or actions involving the *Contractor*, the outcome of which may have a material adverse effect on the financial ability of the *Contractor* to complete the *Work*.

GC 4.1 CASH ALLOWANCES

- .1 Add the following to 4.1.1:

“Cash allowances cover the net cost to the *Contractor* of services, *Products*, labour, materials, construction machinery and equipment, freight, unloading, handling, storage, installation, and other authorized expenses incurred in performing the *Work* stipulated under the cash allowances including duties and applicable taxes but not including HST.”

- .2 Add the following to 4.1.2:

“HST applicable to cash allowances is included in the total amount payable, set out in Article A-4.3.”

- .3 Delete the current text of paragraph 4.1.4 and replace with the following:

“4.1.4 Where actual costs exceed the amount under an allowance, unexpended amounts from other cash allowances will be reallocated at the *Consultant's* direction to cover the shortfall without additional overhead and profit charges attributed. Overhead and profit charges may only be charged to overruns on the sum total of cash allowances. The maximum mark-up on authorized overrun on cash allowances, for combined overhead and profit, shall be limited to ten per cent (10%) for work carried out by Contractor's own forces and five percent (5%) for work carried out by Subcontractor.”

- .4 Delete the current text of paragraph 4.1.5 and replace with the following:

“4.1.5 The net amount of the unexpended cash allowance, if any, after providing for any reallocations as contemplated in paragraph 4.1.4, shall be deducted from the *Contact Price* by *Change Order* at the time of issuance of the final certificate for payment.”

- .5 Delete the current text of paragraph 4.1.7 and replace with the following:

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“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 3.5, that items called for under cash allowances, and items that are specified to be *Owner* purchased and *Contractor* installed or hooked up, are required to be ordered and delivered to the site to avoid delaying the progress of the *Work*.”

.6 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.”

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

.1 Delete GC 5.1 in its entirety.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

.1 Revise paragraph 5.2.3 to read:

“5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed to that date and also of *Products* incorporated into the *Work*, unless otherwise approved by the *Consultant*.”

.2 Revise paragraph 5.2.7 to read:

“5.2.7 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work*, provided such *Products* are project specific and cannot readily be used elsewhere, may be considered for payment on an individual basis and shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.”

.3 Add new paragraph 5.2.8 as follows:

“5.2.8 Four (4) copies of application for monthly payments shall be submitted to the *Consultant* on an Application For Payment form approved by *Consultant and Consultant's Certificate Form*. All change forms as approved during the proceeding months shall be entered on the application form and invoiced for portions of *Work* completed and shall be kept up to date month by month. All expenditures against the cash allowances shall be similarly claimed for the month that they were invoiced and must be supported by accompanying invoices at that time. No claims for

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expenses against the cash allowance shall be allowed that are not supported by invoice copies.”

.4 Add new paragraph 5.2.9 as follows:

“5.2.9 Applications for monthly payments shall be reviewed in rough draft form and approved by the *Owner*, *Consultant* and *Contractor*. Drafts are to be in triplicate with one (1) copy each retained by the *Owner* and *Consultant*. This is to be done prior to the *Contractor* issuing his formal application.”

.5 Add new paragraph 5.2.10 as follows:

“5.2.10 The *Contractor* must submit with each application after the first, a Statutory Declaration on standard form CCDC 9A, certifying that all accounts have been paid for which he has received payment.”

.6 Add new paragraph 5.2.11 as follows:

“5.2.11 The *Contractor* must provide with each application, a current Certificate of Clearance from the Workplace Safety and Insurance Board”.

.7 Add new paragraph 5.2.12 as follows:

“5.2.12 Prior to each application for payment, the *Contractor*, *Consultant* and subconsultants shall jointly check the progress of the *Work* at the site.”

GC 5.3 PROGRESS PAYMENT

.1 In paragraph 5.3.1, in the first line, revise the words “an application” to read, “a formal application”. Add the following sentence at the end of the paragraph:

“A formal application shall be submitted after acceptance of the draft application, as per paragraph 5.2.9 above”.

.2 In subparagraph 5.3.1.1, revise the words “*Contractor’s* application for payment” to read, “*Contractor’s* formal application for payment”.

.3 In subparagraph 5.3.1.2, in the second line, revise the words “application for payment” to read, “formal application for payment”.

.4 Delete the present text of subparagraph 5.3.1.3 and substitute the following:

“5.3.1.3 The *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement - PAYMENT within fifteen (15) calendar days of receipt of the *Consultant’s* Certificate For Payment.”

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.5 Add new paragraph 5.3.2 as follows:

“5.3.2 In the event a construction lien is registered against the *Place of the Work* in circumstances where the *Owner* is not in breach of its payment obligations under this *Contract*, then the *Contractor* shall, within seven (7) days of receiving notice of the construction lien, have the lien removed by way of discharge, settlement, or by posting security to vacate the registration of the lien. In the event that the *Contractor* fails to see to the removal of the construction lien, then without prejudice to any other right or remedy it may have, the *Owner* may see to the removal of the construction lien by payment into court or otherwise, and the costs of so doing shall be to the *Contractor's* account.”

.6 Add new paragraph 5.3.4 as follows:

“5.3.4 All progress payments are not conclusive as to the value or quality of services provided and are subject to further evaluation and readjustment on future and final progress payments. The submission of monthly draw amounts by the *Contractor* and *Subcontractors* must reflect accurate valuations for *Work* completed and installed. The *Contractor* shall review and evaluate all *Subcontractors Work* and be responsible for verifying the monthly draw amounts claimed.”

.7 Add new paragraph 5.3.5 as follows:

“5.3.5 Once *Substantial Performance* of the *Work* has been achieved, no further applications for payment will be considered until the application for final payment. Final payment will be authorized by the *Consultant* only when all *Work* is entirely complete and all deficiencies are corrected.”

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

Add new subparagraphs 5.4.4 and 5.4.5 as follows:

“5.4.4 Promptly upon receiving the certificate of *Substantial Performance of the Work*, the *Contractor* shall see to the publication of the certificate in a trade publication, failing which the *Owner* will be at liberty to take the required steps, in which event the *Owner's* costs shall be to the *Contractor's* account.

5.4.5 Prior to or coincident with its written application for *Substantial Performance of the Work*, the *Contractor* shall submit to the *Consultant* all required:

- .1 guarantees;
- .2 warranties;
- .3 certificates;
- .4 test and balance reports;

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- .5 distribution system diagrams;
- .6 spare parts;
- .7 maintenance manuals;
- .8 samples;
- .9 reports from authorities having jurisdiction;
- .10 shop drawings;
- .11 *As-Built Drawings*;
- .12 inspection certificates;

and any other material required to be submitted by the *Contractor* under the *Contract*. For clarity, the *Consultant* shall be at liberty to refuse to certify *Substantial Performance of the Work* in the event that the *Contractor* refuses or neglects to provide any of the items listed in this paragraph 5.4.5.”

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

- .1 Add new subparagraph 5.5.1.3 as follows:
 - “3 Submit a declaration that no written notices of lien have been received.”
- .2 Add new subparagraph 5.5.1.4 as follows:
 - “4 Submit a Workplace Safety & Insurance Board Certificate of Clearance.”
- .3 Add new subparagraph 5.5.1.5 as follows:
 - “5 Submit written confirmation from the bonding company that it has been notified of the intent to claim release of holdback money.”
- .4 Delete paragraph 5.5.3 in its entirety.
- .5 Delete the entire text of paragraph 5.5.5 and replace with the following:
 - “5.5.5 The *Contractor* must provide certification of publication of the Certificate of Substantial Performance of the *Work* with the release of holdback application.”
- .6 Add new paragraph 5.5.6 as follows:
 - “5.5.6 Failure by the *Contractor* to publish the Substantial Performance Certificate places no onus on the *Consultant* or *Owner* to do so. If that Certificate is not published, the *Owner* shall release the holdback to the *Contractor* forty-five 45 days after the *Contract* is deemed complete, again having satisfied himself as above.”

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GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

- .1 Delete GC 5.6.

GC 5.8 WITHHOLDING OF PAYMENT

Add new paragraphs 5.8.2 and 5.8.3 as follows:

5.8.2 Notwithstanding the provisions of GC 5.3 PROGRESS PAYMENT and GC 5.7 FINAL PAYMENT, the *Owner* may withhold payment of any amounts otherwise due to the *Contractor* on account of any costs or damages the *Owner* has incurred or reasonably expects to incur by reason of

- .1 defective portions of the *Work* or damage to the *Work* of the *Owner* or other contractors not rectified in accordance with the *Contract*;
- .2 failure of the *Contractor* to indemnify the *Owner* in accordance with the *Contract*;
3. failure of the *Contractor* to adhere to the construction schedule, which failure causes or will cause a material delay to achievement of the scheduled date for *Substantial Performance of the Work*; and
4. Any other material breach of the *Contract*.

5.8.3 Where the *Owner* has withheld payment of any portion of the *Contract Price* pursuant to paragraph 5.8.2, the *Owner* shall be entitled to apply such withheld portion towards any costs, expenses or damages suffered by the *Owner*.

GC 5.9 NON-CONFORMING WORK

- .1 Add new paragraph 5.9.2 as follows:

“5.9.2 The *Owner*, its agents, and other *Contractors* shall have the right to enter upon, and the *Owner* shall have the right to take possession of the *Work* in whole or in part for the purpose of placing fittings and equipment or for other use before the completion of the *Contract*, if, in the opinion of the *Consultant*, such entry and taking of possession does not prevent or unduly interfere with the *Contractor's Work* to complete the *Work* within the time specified. Such entry and taking of possession shall not be considered as acceptance of the *Work* nor in any way shall it relieve the *Contractor* of his responsibility to complete the *Contract*”.

GC 5.10 NO CLAIMS FOR ANTICIPATED PROFIT

- .1 Add new General Condition 5.10 - NO CLAIMS FOR ANTICIPATED PROFIT

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.2 Add new paragraph 5.10.1, as follows:

“5.10.1 If any change or deviation in, or omission from the *Work* is made by which the cost of *Work* to be done is decreased, or if the whole or any portion of the *Work* is dispensed with, or if the *Contractor* should stop *Work* or terminate the *Contract* in accordance with the provisions of GC 7.2, no compensation shall be claimable by the *Contractor* or *Subcontractor* for any loss of anticipated profits in respect thereof.”

GC 6.1 OWNER’S RIGHT TO MAKE CHANGES

.1 Add new paragraph 6.1.3 as follows:

“6.1.3 *Change Orders* and *Change Directives* shall be numbered sequentially as issued and independent of the numbering sequence for Notices of Contemplated Change. A group of Notices of Contemplated Change may be appropriately combined for the issuance of *Change Orders* or *Change Directives*”.

.2 Add 6.1.4 as follows:

“6.1.4 No extension to *Contract Time* shall be granted for changes in the *Work* unless the *Contractor* provides prior written notice regarding the anticipated delay and can clearly demonstrate that such changes will materially alter the overall construction schedule submitted at the commencement of the *Work*.”

.3 Add 6.1.5 as follows:

“6.1.5 The *Contractor* shall keep informed all Insurance or Surety Company or Companies who have issued Performance Bonds, Liability Insurance and Property Insurance for this *Contract*, of all material changes to the *Contract*. If a change to the *Contract* requires an adjustment of the bonds or insurance, the *Contractor* shall, subject to approval by the *Consultant* and the *Owner* and in a timely manner, initiate and pay for such adjustments on behalf of the *Owner* and a *Change Order* will be issued by the *Consultant*, to reimburse the *Contractor*.”

GC 6.2 CHANGE ORDER

.1 Add new paragraph 6.2.3 as follows:

“6.2.3 The method of valuation and the procedure for certification of changes to the *Work* shall be as instructed by the *Consultant* and as follows:

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- .1 *Consultant* to provide Notice of Contemplated Change on standard form accompanied by necessary drawings, schedules, details and specifications.
- .2 *Contractor* to submit a fully detailed and itemized quotation in PDF format.
- .3 Quotations provided by the *Contractor* shall list work to be carried out by *Contractor's* own forces and work to be carried out by *Subcontractor*.
- .4 Quotations shall detail all labour, material, plant and equipment charges together with quantities and costs for both work to be carried out by *Contractor's* own forces and work to be carried out by *Subcontractor*. All quotations will be at cost, excluding overhead and profit. Overhead and profit will be shown as a separate line item as allowed for below.
- .5 Allowances to the *Contractor* for combined overhead and profit shall be limited to ten percent (10%) for work carried out by *Contractor's* own forces and five percent (5%) for work carried out by *Subcontractor*.
- .6 Allowances to the *Subcontractor* for combined overhead and profit shall be limited to ten percent (10%) for work carried out by *Subcontractor* forces.
- .7 Allowances for combined overhead and profit shall only be applicable to changes which result in a net extra to the *Contract Price*. No allowance for combined overhead and profit will be permitted for changes which decrease the *Contract Price*.
- .8 The costs for the following items shall be included in the allowance for overhead and profit:
 - a) *Contractor's* head office expenses, including estimating and accounting services.
 - b) Wages of project managers, superintendents, site supervisors, assistants, watch persons and administrative personnel.
 - c) Temporary site office including costs for telephone and facsimile.
 - d) Small tools.
 - e) Insurance and bonding premiums.

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- f) All other costs attributable to the change not detailed in the *Contractor's* quotation.
- .9 The signing of a *Change Order* by all parties shall be deemed to be formal acceptance by the *Owner* of the *Contractor's* quotation.”

GC 6.3 CHANGE DIRECTIVE

- .1 Delete the contents of item 6.3.7 entirely and add new 6.3.7 as follows:
 - “6.3.7 The cost of performing the *Work* attributable to the *Change Directive* shall be valued as specified for valuation of *Change Orders*. Refer to GC6.2, CHANGE ORDERS.”
- .2 Revise item 6.3.11 to read as follows:
 - “6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the *Work* performed as a result of the *Change Directive* may be issued as a *Change Order*, which may then be included in the progress payments.”

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

- .1 Add new subparagraph 6.4.5:
 - “6.4.5 The *Contractor* confirms that, prior to bidding the *Project*, it carefully investigated the *Place of the Work* and applied to that investigation the degree of care and skill described in paragraph 3.14.1, 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 careful investigation undertaken prior to the submission of the bid.”

GC 6.5 DELAYS

- .1 Amend paragraph 6.5.1 as follows:
 - .1 In the third line after the words “in consultation with the *Contractor*”, add “and as accepted in writing by the *Owner*.”
 - .2 Delete the period at the end of paragraph 6.5.1, and add the following words at the end of the sentence: “, but excluding any consequential, indirect or special damages.”

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- .2 Amend paragraph 6.5.2 as follows:

In the fourth line after the words “in consultation with the *Contractor*”, add “and as accepted in writing by the *Owner*.”

- .3 Amend paragraph 6.5.3 as follows:

In the ninth line after the words “the *Contractor*”, delete the period and add “and as accepted in writing by the *Owner*.”

- .4 Amend paragraph 6.5.4 as follows:

In the first line after the words “to the *Consultant*”, add “and accepted in writing by *Owner*”.

- .5 Add new subparagraph 6.5.6 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 *Contractor* shall implement reasonable acceleration measures in order to recover any lost time, and the costs of such acceleration measures, such as overtime and the cost of additional labour and equipment, shall be to the *Contractor’s* account. 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 any of the *Consultant’s* additional services rendered 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*”.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

- .1 Revise paragraph 6.6.5 as follows:

.1 In the second line, add the words “as noted in paragraph 6.6.3”, after the words “of the claim”.

.2 At the end of the paragraph, delete the period and add the words “and the *Consultant*”.

GC 7.1 OWNER’S RIGHT TO PERFORM WORK, TERMINATE THE CONTRACTOR’S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT

- .1 Add the following to paragraph 7.1.1:

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“A duplicate of this notice shall be simultaneously sent to the *Consultant*.”

- .2 Add the following to paragraph 7.1.6:

“If the *Owner* proceeds to correct a default, as provided in paragraph 7.1.4.1, when the *Contractor* has failed to correct the default within the time period specified or otherwise agreed to in writing, the *Owner* may arrange for correction of such *Work* by other forces without further notice. The cost of such *Work* shall be deducted from the *Contract Price* regardless of whether the *Work* has previously been certified for payment.”

- .3 Add the following new paragraph 7.1.7:

“In addition to its right to terminate this *Contract* for cause, the *Owner* may also terminate this *Contract* at any time, without cause, by providing the *Contractor* with *Notice in Writing* to that effect. In such event, the *Contractor* shall be entitled to be paid for all of the *Work* performed to the date of the *Notice in Writing*, as well as for the *Contractor's* reasonable costs of demobilization and breakage of *Subcontractor* and *Supplier* agreements; provided, however, that in no event will the *Contractor* be entitled to its loss of profit for unperformed elements of the *Work*, or for any other indirect, special or consequential damages.”

GC 7.2

CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT

- .1 Add the following to paragraph 7.2.1:

“A duplicate of this notice shall be sent simultaneously to the *Consultant*.”

- .2 Amend 7.2.4 as follows:

In the second line, delete “5 *Working Days*” and replace with “10 *Working Days*”.

- .3 Amend paragraph 7.2.5 as follows:

Delete the words “and such other damages as the *Contractor* may have sustained as the result of the termination of the *Contract*.”

- .4 Add paragraph 7.2.6 as follows:

“7.2.6 If the *Contractor* stops the *Work* or terminates the *Contract* in accordance with the paragraphs above, he shall leave the site and the *Work* in a secure condition as required by jurisdictional authorities and the *Contract Documents*.”

- .5 Add paragraph 7.2.7 as follows:

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“7.2.7 The provisions of this GC 7.2 shall not apply to the withholding of certificates and/or payments because of the *Contractor's* failure to pay all just claims promptly, or because of the registration of a lien against the *Place of the Work*, nor shall they apply to the *Owner's* withholding and set-off under paragraphs 5.8.2 and 5.8.3 and the deduction of monies to cover costs incurred in correcting deficiencies as provided in GC 7.1 above”.

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

.1 Add new paragraph 8.2.9 as follows:

“8.2.9 Within five days of receipt of the notice of arbitration by the responding party under paragraph 8.2.6, the *Owner* and the *Contractor* may give the *Consultant* a written notice containing:

- .1 a copy of the notice of arbitration;
- .2 a copy of supplementary conditions 8.2.9 of this *Contract*, and;
- .3 any claims or issues which the *Contractor* or the *Owner*, as the case may be, wishes to raise in relation to the *Consultant* arising out of the issues in dispute in the arbitration.

GC 9.1 PROTECTION OF WORK AND PROPERTY

.1 Delete subparagraph 9.1.1.1 in its entirety and substitute new subparagraph 9.1.1.1:

“1 Errors in the *Contract Documents* which the *Contractor* could not have discovered applying the standard of care described in paragraph 3.14.1;”

.2 Delete paragraph 9.1.2 in its entirety and substitute the following new paragraph 9.1.2:

“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 3.14.1.”

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

.1 Add to paragraph 9.2.6, in the second line after the word “responsible”, the following new words:

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“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,”

.2 Add “and the *Consultant*” after the word “*Contractor*” in subparagraph 9.2.7.4.

.3 Add to paragraph 9.2.8 after the word “responsible”, the following new words:

“or that 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,”

GC 9.4 CONSTRUCTION SAFETY

.1 Add new paragraphs 9.4.2 and 9.4.3 as follows:

“9.4.2 The *Contractor* shall file a “Notice of *Project*” with the Ontario Ministry of Labour as Constructor of this project as required under Part III of The *Occupational Health and Safety Act*, and provide the *Owner* with a copy of such notice.”

9.4.3 The *Contractor* agrees that its designation as constructor for the *Project* extends to circumstances where the *Owner* performs work with its own forces or with other *Contractors*. The *Owner* agrees that if it does perform work with its own forces or with other *Contractors* that the *Owner* will contractually require its own forces and such other *Contractors* to follow the directions, instructions, rules and regulations of the *Contractor* in respect of all matters relating to health and safety.

GC 9.5 MOULD

.1 Add “and the *Consultant*” after “*Contractor*” in subparagraph 9.5.3.4.

GC 9.6 OCCUPANCY PRIOR TO SUBSTANTIAL PERFORMANCE OF THE WORK

.1 Add new General Condition 9.6 - OCCUPANCY PRIOR TO SUBSTANTIAL PERFORMANCE OF THE WORK

.2 Add new paragraphs 9.6.1 through 9.6.4, as follows:

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- “9.6.1 The *Owner*, its agents, and other *Contractors* shall have the right to enter upon, and the *Owner* shall have the right to take possession of, the *Work* in whole or in part for the purpose of placing fittings and equipment or for other use before the substantial completion of the *Contract*, if, in the opinion of the *Consultant*, such entry and taking possession does not prevent or unreasonably interfere with the *Contractor's Work* to complete the *Work* within the time specified. Such entry and taking possession shall not be considered as acceptance of the *Work* nor in any way shall it relieve the *Contractor* of his responsibility to complete the *Contract*.
- 9.6.2 The *Contractor* shall, as directed by the *Consultant* to give priority to certain parts of the *Work* and bring such parts to a “ready for use” status. Such instructions may require installation of temporary stairs and exits and temporary services, all of which shall be provided and subsequently removed.
- 9.6.3 The *Contractor* shall maintain full access to the building for the *Owner's* use, as required. The *Contractor* shall maintain or restore heat and power to the above areas when necessary or as scheduled and keep existing utilities and services functional.
- 9.6.4 The *Contractor* shall keep informed all Insurance or Surety Company or Companies who have issued Performance Bonds, Liability Insurance and Property Insurance for this *Contract*, of the extent of the occupancy. If the occupancy by the *Owner* requires adjustments of the bonds, or insurances, the *Contractor* shall, subject to the *Owner's* approval, initiate and pay for such adjustments on behalf of the *Owner* and a *Change Order* will be issued.”

GC 10.2 LAWS, NOTICE, PERMITS AND FEES

- .1 Revise paragraph 10.2.2 to read:
- “10.2.2. The *Owner* shall obtain and pay for site plan approval, Conservation Authority approval (if required), permanent easements, right of servitude, and other necessary approvals except for the fees and permits referred to in 10.2.3 below or for which the *Contract Documents* specify as the responsibility of the *Contractor*.”
- .2 Revise paragraph 10.2.5, by revising the beginning of the first sentence to read: “Subject to GC 3.14, paragraph 3.14.1, the *Contractor* shall not be...”
- .3 Add new paragraph 10.2.8:

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“10.2.8 The *Consultant* will make application for Building Permit. The *Contractor* shall assist the *Consultant* in obtaining the Building Permit. Payment for the Building Permit will be by *Owner*.”

.4 Add new paragraph 10.2.9 as follows:

“10.2.9 The “Building Permit Copy” of the drawings and specifications as approved by the Chief Building Official and issued as part of the Building Permit shall be reviewed by the *Consultant* for any requirements which could affect the *Contract Documents*. It shall then be kept on the job and maintained in good condition from commencement to completion of the *Work*. On completion of the *Work*, this Building Permit copy shall be delivered in good condition to the *Consultant*.”

.5 Add new paragraph 10.2.10 as follows:

“10.2.10 The *Contractor* shall pay any Municipal security deposits required by the Authorities as a condition of the issuance of the Building Permit. The *Contractor* shall be responsible for removing mud and other debris that accumulates on the public street during construction. If the *Contractor* does not comply with notification from the Municipality to clean the affected street within twenty-four (24) hours, then the Municipal Public Works Department shall have the right to clean the affected street at the sole expense of the *Contractor*”.

GC 11.1 INSURANCE

.1 Add new subparagraphs:

“11.1.9 In addition to general liability insurance to be carried by the *Contractor*, the *Contractor* shall provide fire insurance acceptable to the *Owner*, with standard extended coverage endorsement, in the joint names of the *Owner*, the *Contractor* and the *Consultant* for the full amount of the *Contract*, payable to the *Owner* and *Contractor* as their respective interests may appear, and protecting each in such terms as will preclude subrogation claims by the Insurer against anyone insured thereunder. The insurance coverage shall provide for the standard fire and extended coverage perils, endorsement K, and malicious damage endorsement”.

“11.1.10 The *Contractor* and *Subcontractors* shall be responsible for fire insurance on their own plant and equipment”.

“11.1.11 Prior to the commencement of any *Work* hereunder, the *Contractor* shall file with the *Owner* a copy of each insurance policy and certificate required. All such insurance shall be maintained until issuance of the *Consultant's* final Certificate for

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Payment under the *Contract* including the making good of faulty *Work* or materials; except that coverage of completed operations liability shall in any event be maintained for twelve (12) months from date of final payment as certified by the *Consultant*".

- "11.1.12 In the event of a loss, the *Contractor* shall act on behalf of the *Owner* and himself for the purpose of adjusting the amount of such loss with the Insurer. On completion of such adjustment the *Contractor* shall repair the damage and complete the *Work*, and shall be entitled to receive from the *Owner* (in addition to any sum due under the *Contract*) the amount at which the *Owner's* interest has been appraised in the adjustment, to be paid as the *Work* of restoration proceeds in accordance with the *Consultant's* certificates. Damage shall not affect the rights and obligations of either party under the contract except as aforesaid, and except that the *Contractor* shall be entitled to such reasonable extension of time for completion of the *Work* as the *Consultant* may decide".

GC 11.2 CONTRACT SECURITY

- .1 Amend paragraph 11.2.1 as follows:

"Refer also to Document 00 20 00, Instruction to Bidders."

GC 12.1 INDEMNIFICATION

- .1 Amend subparagraph 12.1.1.2 by changing "6" to "15".
- .2 Amend subparagraph 12.1.2.2 as follows: In the third line, delete the amount "\$2,000,000.00" and substitute "\$5,000,000.00".
- .3 Add paragraph 12.1.7, as follows:

"12.1.7 The *Contractor* shall indemnify and hold harmless the *Consultant*, its agents and employees from and against 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 attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, and caused by negligent acts or omissions of the *Contractor* or anyone for whose acts the *Contractor* may be liable, and made in writing within a period of 15 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work*, or within such shorter such period as may be prescribed by any limitation statute or the province or territory of the *Place of Work*."

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GC 12.3 WARRANTY

- .1 Delete the present text of 12.3.2 and substitute the following:

“The *Contractor* expressly warrants and guarantees to the *Owner* that the *Work* performed by the *Contractor* and by all *Workers*, *Suppliers* and *Subcontractors* conforms to the requirements of the *Contract Documents* and is performed in a safe and careful manner.”

- .2 To paragraph 12.3.4 add new sentence:

“The warranty period shall recommence for corrected *Work*”.

- .3 Delete the present text of paragraph 12.3.5 and substitute the following:

“12.3.5 The *Contractor* shall correct or pay for all damages to the *Work* and/or property, goods or equipment of the *Owner* and/or his tenants and neighbouring properties, resulting from the defects, deficiencies or corrections of the same.”

- .4 Add new paragraph 12.3.7 as follows:

“12.3.7 The *Contractor* shall commence to correct any deficiency within five (5) *Working Days* after receiving a notice from the *Consultant* and complete the *Work* as expeditiously as possible, except that in the case of urgent repairs, where the deficiency would prevent maintaining security or operating, as designed, of basic systems essential to the ongoing business of the *Owner*, all necessary corrections and/or installations or temporary replacements shall be carried out immediately as an emergency service. Should the *Contractor* fail to provide this emergency service within eight (8) hours of a request received during normal business hours of the *Contractor* the *Owner* is authorized, irrespective of the conditions of GC 7.1, to carry out all necessary repairs or replacements at the *Contractor's* expense.”

END OF SECTION