



REQUEST FOR TENDER

RFT 2024-011

ARTHUR AREA COMMUNITY CENTRE – UPPER HALL RENOVATION

Issued Date: Wednesday July 24, 2024
Closing Date: Tuesday September 3, 2024
Time: 2:00 p.m.

Contact: Darren Jones, Township of Wellington North
519.848.3620 Ext. 4462
djones@wellington-north.com

Peg MacDonald, JPM Architecture Inc.
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pm@JPMArchitecture.ca

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SECTION 1: Information to Bidders

1.1 LOCATION AND SCOPE OF WORK

The Arthur Area Community Centre is located at 158 Domville St, Arthur, Ontario NOG 1A0.

The work consists of:

- Renovation of approximately 4,260 sf of floor area on the second floor of the Arthur Area Community Centre
- Demolition and removal of existing floor and ceiling finishes
- Removal and disposal of selected doors, windows, shutters, casework, appliances, mechanical and electrical equipment
- Construction and installation of new partition walls, doors, fire rated windows, interior windows, casework, flooring, wall and ceiling finishes, kitchen fixtures and appliances, including mechanical and electrical equipment and upgraded fire alarm panel, as well as other work incidental thereto.

1.2 DEFINITIONS

Wherever the word “Owner” or “Township” appears in this Contract, it may be interpreted as meaning “The Corporation of the Township of Wellington North”.

Wherever the word “bidder”, “Contractor” or “Proponent” appears in this Contract, it may be interpreted as meaning the “the person, partnership, or corporation undertaking the Work as identified in the Agreement”.

1.3 DATE AND PLACE FOR RECEIVING TENDERS

Tenders are to be submitted via email, clearly marked in the subject line ‘The Township of Wellington North RFT 2024-011’. Tenders will be received for the upper hall renovation at the Arthur Area Community Centre by JPM Architecture Inc. at de@jpmarchitecture.ca.

Until **2:00 p.m. (Local Time), Tuesday September 3, 2024**

Submissions received by the date and time of closing will be opened and evaluated by the JPM Architecture Inc. and the Township of Wellington North post submission closing. Tender submissions received after the designated closing time will not be accepted, regardless of the circumstances which resulted in the late arrival.

Note: Lowest bid not necessarily accepted, and award of the work will be consistent with the Township’s procurement policy. Unsuccessful respondent’s will be notified within forty-five (45) days of submission date via email.

1.4 SUBMISSION OF TENDER

1.4.1 FORM OF TENDER

Tenders shall be submitted on the blank form herewith provided and shall give the lump sum and/or unit prices for the work, and the total tender shall be described in both words and figures. The Form of Tender must be signed by the bidder (who has the authority to bind the bidder's corporation) found in Section 7 and sealed in the spaces provided on the form by an authorized official of the Bidder. All entries in the Tender shall be clear and legible and made in ink. All items shall be quoted according to any instructions in the Contract documents and with entries made for unit price, lump sum, extensions and totals as appropriate. Alterations may be made providing they are legible and initialled by the Bidder's signing officer. Quotations having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the Quotation's signing Officer. Tenders shall be clearly marked in the subject line 'The Township of Wellington North RFT 2024-011' and emailed to JPM Architecture Inc. at de@JPMArchitecture.ca. Failure to comply may result in disqualification of your tender.

The Township will not accept submissions to this proposal by fax or hard copies delivered to the Township or JPM Architecture Inc.

1.4.2 STATEMENT RE SUB-CONTRACTORS

The page titled "STATEMENT RE: SUB-CONTRACTORS", included in the contract documents shall be completed and submitted as part of the tender by each bidder. This shall include a list of proposed Sub-Contractors showing the value of the work to be sublet to each. The value of work sublet shall not exceed 50% of the total work to any one subcontractor without written authorization of the Township. Failure to provide this list may render the tender invalid.

If proposed, the bidder MUST describe in detail the exact role the subcontractor is to play within this agreement. The Township of Wellington North reserves the right to approve or reject any or all proposed subcontractors for the duration of the agreement.

Regardless if the Township has approved a proposed subcontractor, the contracted bidder shall be liable for all injuries and/or death to persons for any damage to property caused by its acts, error or omissions of the acts, errors or omissions of its subcontractors and their respective employees, and shall INDEMNIFY AND SAVE HARMLESS the Corporation of the Township of Wellington North from all actions, causes of actions, claims, demands, costs, liability or otherwise resulting from acts, errors and omissions of the bidder, its subcontractors and their respective employees.

1.4.3 AGREEMENT TO BOND

Bidders must have the "Agreement to Bond" forms found in Section 9, or equivalent, of this contract completed by their bonding company, and the same must be submitted with their tender in order to validate their bid.

1.5 CLARIFICATION

Any details in question on this tender or in the accompanying plans shall be clarified by the bidder prior to submitting the bid. The unit prices as tendered shall include the supply of all permits, labour, equipment, and materials except where noted that are necessary to complete the contract.

Questions related to the specifications or the intent of the proposed work and requirements are to be directed in writing by email to:

Peg MacDonald, JPM Architecture Inc.
E pm@JPMArchitecture.ca

All other questions related to this Tender or for clarification of completing the Form of Tender are to be directed in writing by email to:

Darren Jones, Township of Wellington North
E djones@wellington-north.com

Questions shall be submitted in writing no later than 22 August 2024 in order that the Township will have sufficient time to respond and send any required responses to all vendors as an addendum. All queries must be directed to the individual specified above and note "RFT 2024-011" on them.

1.6 WITHDRAWAL OF TENDER

A bidder will be allowed to withdraw their tender unopened after it has been deposited if such request is received in writing prior to the time specified for the closing of tenders.

The Township reserves the right to withdraw at its discretion this tender at any time and shall not be liable for any expense, cost, loss or damage incurred or suffered by any Bidder as a result of such withdrawal.

1.7 CAPITAL BUDGET LIMITATIONS

Bidders are advised that there is a defined and limited budget for the completion of this contract. To ensure budget control, the Township states explicitly that it reserves the right to add, modify or delete areas of work during its consideration of the bid submission, prior to award of contract. The contract documents and scope of work may be modified to not exceed the budget. The Township has the right to award a contract on a modified or reduced basis.

1.8 TIME OPEN FOR ACCEPTANCE

Tenders will not be considered where:

- a) They are received after the official closing time stated in 1.3.
- b) They are not properly executed, and the associated documentation is not complete.
- d) They are submitted by fax or in a hard copy form.
- e) They contain irregularities as described in the municipal procurement policy

More than one tender from an individual, firm, partnership or association under the same or different names will not be considered. Collusion between bidders will be sufficient cause for rejection of all

tenders so affected.

This tender is irrevocable and is to continue open for acceptance by the Township for a period of **sixty (60)** calendar days after the date and time set for submission of proposal. The Township may at any time within that period, without notice, award this tender, whether or not any other tender has been previously been awarded or not.

1.9 TENDER AWARD

Bidders are notified that any unbalanced items, errors, or omissions in the tender may render the tender invalid.

The Township will review all tenders and will be the sole judge of the merit of each tender submitted. The Township reserves the right to select or reject any or all components or parts of the tender.

The Township will not consider tenders unless properly made out and complete on the Form of Tender furnished by the Township, and unless accompanied by the prescribed Deposit, Bid Bond, or Certified Cheque, or Agreement to Bond, if requested.

Neither the issuance of this document nor the acceptance of a reply shall constitute any obligation or imply any commitment on the part of the Township. The lowest quotation shall not necessarily be accepted. It is understood by the bidder that the Township reserves the right to reject any or all tenders for any reason what-so-ever, and to accept any quotation if it is considered to be in the Township's best interest. Award of the contract in its entirety or in part shall be in accordance with Township requirements.

Contractor's submitting for consideration of this project are doing so with the explicit understanding that the Municipality has the right to add/modify/delete areas of work, and by affixing their Seal/Signature to this bid document the Contractor is agreeing that the Municipality shall retain this right to delete work areas from the contract during the review of bid submissions, and prior to the award of the contract.

The Municipality reserves the right to accept any Tender or reject all Tenders and waive the formalities as the interests of the Municipality may require. Tender will be awarded on the basis of the tender results after any necessary work area adjustments are made as outlined above. Consideration of a bidder's price, when comparing the tenders, may be based upon the value of a tender as amended with said areas of work added/modified/deleted. The Owner acknowledges that the contract will be awarded to only one bidder.

Contractors are notified that each tender shall continue open to award by the Owner until the formal contract is executed by the successful bidder or until at least sixty (60) days after the tender closing date, whichever occurs first. The Owner may at any time within that period, without notice, award this tender whether any other tender had been previously awarded or not.

The lowest price bid or any bid will not necessarily be awarded. The Owner reserves the right to reject any or all tenders and to award to other than the lowest bidder as the interests of the Owner may require.

1.10 IN CASE OF DISPUTE

In case of dispute as to whether or not an item or service quoted or delivered meets requirements or the provisions of the RFT, the Township or an individual acting on behalf of the Township, shall make the final determination as to interpretation and the decision of the Township shall be final and binding on both parties.

1.11 FORM OF AGREEMENT

The Agreement, Definitions and General Conditions contained in the Standard Construction Document for Stipulated Price Contract CCDC No. 2, revised 2020, shall become a part of the Contract and shall apply to all Contractors and Sub-Contractors.

Article A-3 CONTRACT DOCUMENTS

The following Contract Documents are required to be listed in Article A-2 of the Agreement:

1. Agreement as per CCDC2-2020, Common Law Version, Pages 1 to 5.
2. General Conditions as per CCDC2-2020, Common Law Version, Pages 8 to 28.
3. Definitions as per CCDC2-2020, Common Law Version, Pages 6 and 7.
4. Section 8 - Supplementary Conditions to CCDC2-2020.
5. Drawings and Specifications, including
 - a. Architectural Drawings A0.0 – 4.0 (13 pages)
 - b. Mechanical Drawings M1.1 – M4.1 (8 pages)
 - c. Electrical Drawings E1.1 – E4.1 (7 pages)
 - d. Electrical Specifications Division 26 (87 pages)
6. Modifications and Addenda.

1.12 AUTHORIZATION

All proposal documents shall be fully filled out and signed by the appropriate responsible office of the Bidder's organization. Failure to comply may result in disqualification of your proposal.

1.13 COMPETENCY OF BIDDERS

Bidders and Sub-Contractors must be capable of performing the various items of work bid upon. They may be required to furnish a statement covering experience on similar work, list of machinery available for the proposed work, and such statements of their financial resources as may be deemed necessary.

1.14 COMPLY WITH LAWS

The successful Bidder shall comply with all applicable statutes, laws, by-laws, regulations, ordinances, notices and orders whether Federal, Provincial, Municipal or otherwise, at any time in effect during the currency of this contract, and all rules and requirements of the Police and Fire departments, or other governmental authorities, and procure all CSA approvals, if required. The successful Bidder shall obtain

and pay for all necessary permits and licenses and shall not do or suffer to be done anything in violation of any such laws, ordinances, rules or requirements. If the attention of the successful Bidder is called to any such violation on the part of the successful Bidder, or of any person employed or engaged by the successful Bidder, the successful Bidder shall immediately desist from and correct such violation.

1.15 TOWNSHIP PROCUREMENT POLICY

Procurement will be consistent with the most current version of the Township's Purchasing & Procurement Policy.

1.16 NON-ASSIGNMENT

Neither this contract nor any work to be performed under this contract or any part there of may be assigned by the contractor without the prior written consent of the Township. Such written consent however shall not under any circumstances relieve the contractor of its liabilities and obligations under this contract and shall be within the sole and unfettered discretion of the Township.

1.17 VERBAL INSTRUCTION OR SUGGESTION

The Township will assume no responsibility for verbal instruction or suggestion. All official correspondence in regards to the requirements of this tender must be directed to and will be issued by the Township in the form of an Addendum.

1.18 COMPLETION DATE

1.18.1 TIME

Time shall be the essence of this agreement.

1.18.2 PROGRESS OF THE WORK AND TIME FOR COMPLETION

The Contractor may not commence this contract until: **September 16, 2024**

The Contractor shall complete this contract in its entirety by: **February 1, 2025**

If this time limit above specified is not sufficient to permit completion of the work by the Contractor working a normal number of hours each day or week on a single daylight shift basis, it is expected that additional and/or augmented daylight shifts will be required throughout the life of the contract to the extent deemed necessary by the Contractor to ensure that the work will be completed within the time limit specified. Any additional costs occasioned by compliance with these provisions will be considered to be included in the prices bid for the various items of work and no additional compensation will be allowed therefore.

1.18.3 CONTRATOR'S SCHEDULE OF WORK

The Contractor shall, upon award of this Tender, prepare a Schedule of Work. The Schedule of Work outlining the items to be completed is to be submitted to the Township before commencement of the

work. If changes to the Schedule become necessary, the Contractor shall revise the Schedule and resubmit it to the Township.

1.18.4 NO LIABILITY TO TOWNSHIP

Notwithstanding any provision contained in the Contract, the Township shall not be responsible to the Contractor for any costs, loss and/or damage, including but not limited to liquidated damages, arising from any delays and/or a termination of the Contract, if, and to the extent that, the Township's delay or other failure to perform the obligations under the Contract or a termination of the Contract are caused by or as a result of the COVID-19 pandemic, as determined by the Township in its sole discretion. In such a case, the Township shall notify the Contractor of such conditions and cause thereof.

Furthermore, notwithstanding any provision contained in the Contract, it is acknowledged and agreed that GC 3.07.01(c) and GC 7.10.02, shall not include an Order or Bylaw issued pursuant to the *Emergency Management and Civil Protection Act*, R.S.O. 1990, c.E.9 or a Directive from a public authority in response to the COVID-19 pandemic and in such a case, if there is delay or termination of the Contract as a result of such an Order, Bylaw or Directive it is agreed that the Township shall not be responsible to the Contractor for costs, loss or damage, and in particular liquidated damages.

1.19 HARMONIZED SALES TAX (HST)

The 13 % Harmonized Sales Tax will be paid on all Work performed within the contract. It will be listed as a separate item on all tender documents and adjusted on final payment in accordance with the final contract price.

1.20 BRIBERY

Should the Contractor or any of their agents give or offer any gratuity to or attempt to bribe any officer or servant of the Township, the Township shall be at liberty to cancel the contract forthwith, or take the whole or any part of the works out of the hands of the Contractor. Bribery shall be considered as non-fulfilment of the contract by the Contractor.

1.21 GUARANTEED MAINTENANCE

The contractor shall promptly correct at no additional cost to the Township, defects or deficiencies in the work which appear during the minimum 24 month period after completion of the work. The Township will notify the Contractor in writing of deficiencies prior to the expiry of the minimum 24 month warranty period, the contractor shall make good such deficiencies, notwithstanding that the work may commence after the minimum 24 month period.

1.22 FREEDOM OF INFORMATION

Any personal information required on the Tender Form is received under the authority of the Municipal Freedom of Information and Protection of Privacy Act, 1989, RSO, 1990. This information will be an integral component of the bid submission.

All tenders submitted to the Township becomes the property of the Township and as such, are subject to the Municipal Freedom of Information and Protection of Privacy Act. Bidders may mark any part of

their Tender as confidential except for the total Contract price and the Bidder's name. The Township will use its best efforts not to disclose any information so marked but shall not be liable to a bidder where information is disclosed by virtue of an order of the Privacy Commissioner or otherwise as required by law. Upon award, the Township may release the name of the successful bidder, the name and telephone number of the contact person and the total bid price of the successful bidder.

Questions about collection of personal information under the Municipal Freedom of Information and Protection of Privacy Act, 1989, R.S.O. 1990, Chapter M.56, as amended, should be directed to:

**Clerk's Department
Township of Wellington North
7490 Sideroad 7W, PO Box 125
Kenilworth, ON N0G 2E0**

1.23 CONTRACT LISTING

The bidder shall verify that these Contract documents are complete and assume responsibility to view/download/print the specifications and any related information not sent with this document. You are required to go to the Township's website where under the description of this contract you will find links to the specifications and any related information not sent with this document.

<https://www.wellington-north.com/business/bids-tenders>

1.24 CONFLICT OF INTEREST

An employee of the Township shall not have a direct or indirect interest in a company or own a company, which sells goods or services to the Township.

1.25 INCURRED COSTS

The Township will not be liable nor reimburse any bidders for costs incurred in the preparation of bids, or any other services that may be requested as part of the evaluation process.

1.26 ADDENDUM

The Township will issue any changes/additions/deletions to specifications and/or terms and conditions. Any and all addenda issued prior to the closing date shall form part of the document. The cost of complying with the addenda requirement (if any) shall be borne by the Bidder. The Township will assume no responsibility for oral instruction or suggestion.

1.27 INDEMNITY

The successful Bidder shall indemnify and save harmless the Township, its officials, officers, employees and agents against and from all actions, causes of action, interest, claims, demands, costs, damages, expenses including defence costs or loss which the Township may bear, suffer, incur, become liable for or be put to by reason of any damage to property or injury or death to persons by reason of, arising out of or in consequence of breach, violation of non-performance by the successful Bidder of any provision of this agreement, or by reason of or arising out of the use of the premises or in connection with the

work covered by this contract, or by reason of or arising out of any act, neglect or default or omission by the successful Bidder or of any of its agents or employees or any other person or persons, in, on, or about the premises.

1.28 WORKPLACE SAFETY & INSURANCE BOARD CERTIFICATE

The successful Bidder will be required to submit an original Certificate of Good Standing from the Ontario Workplace Safety & Insurance Board on request by the Township and shall provide additional certificates as often as is deemed necessary by the Township during the term of the contract to ensure continued good standing with the Workplace Safety & Insurance Board.

1.29 LICENSES, PERMITS, LOCATES AND APPROVALS

The successful Bidder shall, at their own expense, be responsible for obtaining, maintaining and keeping available for inspection and copying all Provincial, Municipal and any other licenses, permits, or approvals, necessary to permit them, their employees or company to carry out the requirements of this agreement.

1.30 MISUNDERSTANDINGS AND DISPUTES

In all cases of misunderstandings and disputes, verbal arrangements will not be considered. The vendor must produce written accounts in support of their contentions and shall advance no claim in the absence of such written authority, or use, or attempt to use any conversation with any parties against the Township or in prosecuting any claim against the Township.

1.31 CANCELLATION

Failure by the successful bidder to comply with all terms, conditions and general provisions of this Tender, to the satisfaction of the Township, shall be just cause for the cancellation of the contract award. The Township shall then have the right to award this contract to any other bidder, or to re-issue the Request for Tender.

1.33 NON-ASSIGNMENT

It is mutually agreed and understood that the vendor shall not assign, transfer, convey, sublet or otherwise dispose of their contract or their right, title or interest therein, or their power to execute the contract, to any other person, firm, company or corporation without the previous written consent of the Township.

1.34 LEGAL COMPLIANCE

The contract resulting from the Request for Tender shall be governed by, subject to and interpreted in accordance with the laws of the Province of Ontario; e.g. the Sale of Goods Act. The successful bidder will be also be required to comply with all local, municipal, provincial and federal license requirements, laws, regulations, ordinances and codes.

1.35 COVID 19 PROTOCOL

The Township expects that Contractors will employ proactive policies and procedures to protect the health and wellness of all workers and the community in general as part of the Contractor's Health and Safety Plan and adjust these policies and procedures in accordance with relevant Federal, Provincial and Municipal guidelines related to the COVID-19 pandemic issued at any given time. Should the need arise, this quotation is structured to address well documented requests for extensions of time, requests for legitimate extra compensation as well as the right to suspend or terminate work.

SECTION 2: SPECIAL PROVISIONS

GENERAL

SCOPE OF WORK

These terms, conditions, drawings and specifications are intended to govern the qualified bidder to the supply all labour, equipment and materials, for the execution of the work. It is anticipated that once the Contractor starts construction, they will continue in consecutive days of work to complete the work in its entirety.

SUPPLY OF MATERIALS

The Township shall not supply any material for this Tender. However, the Township reserves the right to approve quantities of material being pre-ordered.

EXTRA WORK

At the discretion of the Township, the Contractor may be requested to do extra work not specified in Form of Tender. Only those extra work items that are approved in writing by the Township will be expended from the contingencies allowance. Valuation for extra work performed by the Contractor will be made by one of the following methods:

- (a) Any unit prices in the Tender shall apply where applicable.
- (b) The Contractor shall provide a quotation in writing for approval of extra work authorized by the Township prior to completing the extra work.
- (c) Notwithstanding quotation cited in (b) above, the proposed work shall be evaluated on a basis of actual unit costs of labour and materials necessary to perform the extra work.

ITEM NO. 1: BONDING AND INSURANCE

BONDING

The Contractor, at their own expense, provide bonding for the contract as specified below. The Contractor, upon receipt of written notice from the Township of Wellington North awarding the contract, shall provide a Performance Bond in the amount of fifty percent (50%) of the total tender. The Contractor shall also provide a Labour and Material Payment Bond, in the amount of fifty percent (50%) of the total tender to guarantee all obligations of the contract. These bonds shall be supplied by the Contractor to the Township of Wellington North, within ten (10) days, upon the return of the signed Contracts, at the expense of the Contractor.

INSURANCE

COMMERCIAL GENERAL LIABILITY INSURANCE AND COMPLETED OPERATIONS COVERAGE

Refer to Section 9 CCDC 41: CCDC INSURANCE REQUIRMENTS, Dated December 14, 2020

AUTOMOBILE LIABILITY INSURANCE

Refer to Section 9 CCDC 41: CCDC INSURANCE REQUIRMENTS, Dated December 14, 2020

ADDITIONAL INSURED

The above insurance shall add the Corporation of the Township of Wellington North as an Additional Insured subject to a waiver of subrogation in favour of the Township with respect to the operations of the bidder. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township. The successful bidder shall indemnify and hold the Corporation of the Township of Wellington North harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence act or omission whether willful or otherwise by the bidder, its agents, officers, employees or other persons for whom the bidder is legally responsible.

DURATION

Coverage shall be in effect from the date of Contract signing until 10 days after the date of Final Acceptance of the Work, as set out in the final Acceptance Certificate.

The above-mentioned policies shall be endorsed to provide not less than thirty (30) days written advance notice of any change or amendment to or cancellation, termination, material change, or expiry of the policy is to be given to the Township.

The successful bidder shall be solely responsible for the payment of all deductibles payable under such policies.

The Contractor shall forward a certified copy of their liability insurance policy and WSIB clearance certificate thereof to the Township within ten (10) days upon the return of the signed Contracts.

SECTION 3: FORM OF TENDER

(TO BE COMPLETED AND SUBMITTED AS PART OF TENDERING BID)

ARTHUR AREA COMMUNITY CENTRE – UPPER HALL RENOVATION RFT 2024-011

Tender by _____

residing at _____

a company duly incorporated under the laws of _____

and having its head office at _____

hereinafter called the "Bidder"

To -- Township of Wellington North

I/We _____

having carefully examined the locality and site of the proposed works and all tender documents relating thereto, including the Form of Agreement, Special Provisions, Contract Drawings, Information to Bidders, Standard Specifications, Standard Drawings, Form of Tender, General Conditions and Addendum/Addenda Numbers ____ to ____* inclusive, hereby tender and offer in accordance therewith to enter into a contract within the prescribed time, to construct the said work in strict accordance with the contract documents and such further detail drawings as may be supplied from time to time, and to furnish all labour, materials, tools, plant, matters and things necessary therefore, complete and ready for use within the time specified for the sum, excluding HST, of

_____ (\$ _____)

or such other sum as is determined from the actual measured quantities at the unit set forth in the Tender.

*** The bidder will insert here the number of the Addenda received during the tendering period and taken into account when preparing the Tender.**

SECTION 4: SCOPE OF WORK

The Township of Wellington North issues this request for tender to a qualified bidder to provide all labour, equipment, material and dispose of excess material, as required, to prepare each site and complete the following work for the Township of Wellington North:

The work consists of:

- Renovation of approximately 4,260 sf of floor area on the second floor of the Arthur Area Community Centre
- Demolition and removal of existing floor and ceiling finishes
- Removal and disposal of selected doors, windows, shutters, casework, appliances, mechanical and electrical equipment
- Construction and installation of new partition walls, doors, fire rated windows, interior windows, casework, flooring, wall and ceiling finishes, kitchen fixtures and appliances, including mechanical and electrical equipment and upgraded fire alarm panel, as well as other work incidental thereto.

SECTION 5: STANDARD TENDER REQUIREMENTS (TO BE COMPLETED AND SUBMITTED AS PART OF TENDERING BID)

I/We agree to complete the work within the time specified in the Information to Bidders.

I/We also agree that this Tender is subject to a formal contract being prepared and executed.

I/We also agree that the Owner shall have the option of:

Deleting any Part or Parts shown in the Tender.

In submitting this Tender for the work, the Tenderer further declares:

- (a) That no person, firm or corporation other than the one whose signature or seal is attached below, has any interest in this tender or in the contract proposed to be taken;
- (b) That this tender is made without any connection, knowledge, comparison of figures or arrangement with any other company, firm or person making a tender for the same work and is in all respects fair and without collusion or fraud;
- (c) That no member of the Municipal Council or any officer of the Owner will become interested directly or indirectly as a contracting party without disclosing his interest and otherwise complying with “the Municipal Conflict of Interest Act, RSO 1990”;
- (d) That the offer shown in the Form of Tender is to continue open to acceptance until the formal contract is executed by the successful Tenderer for the said work or until thirty (30) days after the tender closing date, whichever event occurs first and that the Owner may at any time within that period without notice, accept this tender whether any other tender had been previously accepted or not;
- (e) That if we, the undersigned, withdraw this tender before the Owner shall have considered the tenders and awarded the contract at any time within forty-five (45) days after the tender closing date, the amount of the deposit accompanying this tender shall be forfeited to the Owner;
- (f) That the awarding by the Owner of the contract based on this tender shall be an acceptance of the tender;
- (g) The Tenderer solemnly declares that the several matters stated in the foregoing tender are in all respects true;

(h) That if this tender is accepted, we the undersigned agree to furnish an approved surety bond for the proper fulfilment of the contract and to execute the Agreement in triplicate within ten (10) days after being notified so to do. In the event of default or failure on our part to do so, we the undersigned agree that the Owner shall be at liberty to retain the money deposited by us to the use of the Owner, and to accept the next lowest or any tender or to advertise for new tenders or to carry out the works in any other way deemed best and we also agree to pay to the said Owner the difference between this tender and any greater sum which the Owner may expend or incur by reason of such default or failure, or by reason of such acting, as aforesaid, on their part including the cost of any advertising for new tenders and to indemnify and save harmless the said Owner and its officers from all loss, damage, cost, charges and expenses which they may suffer or be put to by reason of any such default or failure on our part.

The "Agreement to Bond" of the _____ Company, a company lawfully doing business in the Province of Ontario, to furnish a Performance Bond in an amount equal to 100% of the contract price and a separate Labour and Material Payment Bond in an amount equal to 50% of the contract price, is enclosed herewith.

A certified cheque, bid bond or banker's draft for the sum of _____ (\$_____) is attached hereto.

DATED AT _____ this _____ day of _____, 20____.

Signature of Witness

Signature of Bidder

NOTE:
All tenders submitted must be signed by a duly authorized person and either a company seal must be affixed, or it must be signed by a witness.

SECTION 7: AGREEMENT TO BOND

(TO BE COMPLETED AND SUBMITTED AS PART OF TENDERING BID)

(PERFORMANCE BOND AND LABOUR AND MATERIALS PAYMENT BOND)

Name of Surety Company_____

Address of Surety Company_____

Date: _____, 20_____

CONTRACT NO.

TO:

Dear Sirs:

RE:

In consideration of

(hereinafter referred to as "the Owner") accepting the tender of and executing an Agreement with:

(hereinafter referred to as "the Tenderer") for the construction of

subject to the express conditions that the Owner receive the Performance Bond and the Labour and Material Payment Bond in accordance with the said tender, we the undersigned hereby agree with the Owner to become bound to the Owner as surety for the Tenderer in a Performance Bond in an amount equal to 100% of the contract price and a Labour and Material Payment Bond in an amount equal to 50% of the contract price, in the forms of Performance Bond and Labour and Material Payment Bond provided and in accordance with the said tender, and we agree to furnish the Owner with said Bonds within seven (7) days after notification of the acceptance of the said tender and execution of the said Agreement by the Owner has been mailed to us.

Yours very truly,

(Seal)

NOTE: This Agreement to Bond must be executed on behalf of the Surety Company by its authorized officers under the company's corporate seal. Of the two forms bound herein, one shall become a part of the tender and the other shall be retained by the Surety Company.

SECTION 8: SUPPLEMENTARY CONDITIONS TO CCDC-2020

NO. RFT-2024-011

CONTRACT DOCUMENTS

The Standard Construction Document for CCDC 2 Stipulated Price Contract, 2020 English version, consisting of the Agreement Between *Owner* and *Contractor*, Definitions, and General Conditions of the Stipulated Price Contract, Parts 1 to 13 inclusive, governing same is hereby made part of these Contract Documents, with the following amendments, additions and modifications. Where these amendments, additions, and modifications specifically reference a change to the Agreement, Definitions, or General Conditions, these amendments, additions and modifications shall govern.

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

AMENDMENTS TO AGREEMENT

The following are amendments to CCDC 2, 2020 Agreement Between Owner and Contractor:

ARTICLE A-5 PAYMENT

- .1 In paragraph 5.1.1 of Article A-5 add the following words to the end:
 “or, where there is no *Payment Certifier*, jointly by the *Owner* and *Contractor*”

ARTICLE A-6 RECEIPT AND ADDRESSES FOR NOTICES IN WRITING

- .1 Delete paragraph 6.5 of Article A-6 in its entirety and replace it with the following:
- 6.5 Contact information for a party may be changed by *Notice in Writing* to the other party setting out the new contact information in accordance with this Article.

AMENDMENTS TO DEFINITIONS

Add the following definitions:

Proper Invoice

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

Proposed Change Notice

A *Proposed Change Notice* is a notice describing a proposed change in the *Work* prepared by the *Consultant*. A *Proposed Change Notice* is not an authorization to proceed with changes in the *Work*. The *Contractor* shall present, to the *Consultant* within 12 calendar days of notice, in a form acceptable to the *Consultant*, a method of adjustment or amount of adjustment for the *Contract Price*, if any, and the adjustment in *Contract Time*, if any, for the proposed change in the *Work*.

Submittals

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

- *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
- As-built drawings and manuals to provide instructions to the operation and maintenance of the *Work*.

PART 1 GENERAL CONDITIONS**GC 1.1 CONTRACT DOCUMENTS**

- .1 Delete paragraphs 1.1.3 and 1.1.4 in their entirety and replace them with the following:
- 1.1.3 The *Contractor* shall review the *Contract Documents* for the purpose of facilitating and co-ordination and execution of the *Work* by the *Contractor*. The *Contractor* shall report promptly to the *Consultant* any ambiguities, design issues or other matters requiring clarification made known to the *Contractor* or that the *Contractor* may discover from such a review. Such review by the *Contractor* shall comply with the standard of care described in paragraph 3.9.1 of the *Contract*.
- 1.1.4 Except for its obligation to review the *Contract Documents* and report the result pursuant to paragraph 1.1.3, the *Contractor* is not responsible for ambiguities, design issues or other matters requiring clarification in the *Contract Documents* and does not assume any responsibility to the *Owner* or to the *Consultant* for the accuracy of the *Contract Documents*. Without limiting the foregoing, the *Contractor* shall not be liable for any damages or costs resulting from any ambiguities, design issues or other matters requiring clarification in the *Contract Documents* which the *Contractor* could not reasonably have discovered from such a review in accordance with the standard of care. If the *Contractor* does discover any ambiguities, design issues or other matters requiring clarification in the *Contract Documents*, the *Contractor* shall not proceed with the work affected until the *Contractor* has received modified or additional information from the *Consultant*. The impacts of any ambiguities, design issues or other matters requiring clarification in the *Contract Documents*, including to the *Contract Price* and *Contract Time*, shall be addressed by the parties in accordance with Part 6 – CHANGES.”
- .2 Add the following to the end of subparagraph 1.1.6.2:
- Except to the extent the *Consultant* is indemnified as a third party beneficiary as provided in subparagraphs 9.2.7.4 and 9.5.3.4 and in paragraph 13.1.3.

PART 2 ADMINISTRATION OF THE CONTRACT**GC 2.2 ROLE OF THE CONSULTANT**

- .1 In paragraph 2.2.3 add the following to the end:

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

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

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

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

- .3 In paragraph 2.2.13 add the words “which are provided” before the words “by the *Contractor*”.

GC 2.4 DEFECTIVE WORK

- .1 In paragraph 2.4.1:

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

- .2 Add new paragraph 2.4.4 as follows

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

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

.1 Add new paragraph 3.1.3:

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.

GC 3.2 CONSTRUCTION BY OWNER AND OTHER CONTRACTORS

.1 Add new paragraph 3.2.7 as follows:

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

GC 3.7 LABOUR AND PRODUCTS

.1 Add the following to the end of paragraph 3.7.1:

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

.2 Add new paragraphs 3.7.4 and 3.7.5 as follows:

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

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

the satisfaction of the *Owner* and the *Consultant* as agreed and approved by the *Contractor* pursuant to paragraph 3.7.4.

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

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

GC 3.8 SHOP DRAWINGS

- .1 Add the words “AND OTHER SUBMITTALS” to the Title of G.C. 3.8 after the words “SHOP DRAWINGS”.
- .2 Add the words “and *Submittals*” after the words “*Shop Drawings*” in paragraphs 3.8.1, 3.8.2, 3.8.3, 3.8.3.2, 3.8.5, 3.8.6 and 3.8.7.
- .3 Delete paragraph 3.8.2 in its entirety and replace it with new paragraph 3.8.2 as follows:

3.8.2 Prior to the first application for payment, the *Contractor* and the *Consultant* shall jointly prepare a schedule of the dates for submission and return of *Shop Drawings* and *Submittals* in an orderly sequence.
- .4 Delete the words “with reasonable promptness so as to cause no delay in the performance of the *Work*” and replace them with the words “within 10 *Working Days* or such longer period as may be reasonably required” in paragraph 3.8.7.

GC 3.9 PERFORMANCE BY CONTRACTOR

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

GC 3.9 PERFORMANCE BY CONTRACTOR

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

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

- .1 Delete paragraph 4.1.7 in its entirety and replace it with the following:
 - 4.1.7 At the commencement of the *Work*, the *Contractor* shall prepare for the review and acceptance of the *Owner* and the *Consultant* a schedule indicating the times within the construction schedule referred to in GC 3.4 that items called for under cash allowances are required to be delivered to the *Place of the Work* to avoid delaying the progress of the *Work*.
- .4 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.

PART 5 PAYMENT

GC 5.2 APPLICATIONS FOR PAYMENT

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

GC 5.4 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

- .1 Delete all paragraphs of GC 5.4 in their entirety and replace them with the following paragraphs:
 - 5.4.1 When the Contractor considers that the Work is substantially performed, or if permitted by the lien legislation applicable to the *Place of the Work* a designated portion thereof which the *Owner* agrees to accept separately is substantially performed, the *Contractor* shall, within five (5) *Working Days*, deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for a review by the Consultant to establish *Substantial Performance of the Work* or substantial performance of the designated portion of the *Work*. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.
 - 5.4.2 The *Consultant* will review the *Work* to certify or verify the validity of the application and shall promptly, and in any event, no later than 10 calendar days after receipt of the *Contractor's* application:
 - .1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or
 - .2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*.

- 5.4.3 Where the holdback amount required by the applicable lien legislation has not been placed in a separate lien holdback account, the *Owner* shall, no later than 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.
- 5.4.4 Subject to the requirements of any *Payment Legislation*, all holdback amounts prescribed by the applicable lien legislation for the *Place of the Work* shall become due and payable to the *Contractor* no later than 10 *Working Days* following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, as certified or verified by the *Consultant* when permitted by any *Payment Legislation*.
- 5.4.5 The Contractor shall submit an application for release of the lien holdback amount in accordance with the lien legislation applicable to the Place of the Work. Except to the extent required by any Payment Legislation, such application for release of the holdback shall not constitute an application for payment that is subject to Proper Invoice requirements.
- 5.4.6 Where legislation permits progressive release of the holdback for a portion of the *Work* and the *Consultant* has certified or verified that the part of the *Work* has been performed prior to *Substantial Performance of the Work*, the *Owner* hereby agrees to release, and shall release the holdback for such portion of the *Work* to the *Contractor* in accordance with such legislation.
- 5.4.7 Notwithstanding any progressive release of the holdback, the *Contractor* shall ensure that such parts of the *Work* are protected pending the issuance of a final certificate for payment or until the *Owner* takes early occupancy in accordance with GC12.2, whichever comes first, and shall be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when the holdback was released.

GC 5.5 FINAL PAYMENT

- .1 Add to the end of paragraph 5.5.1 the following sentence:

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

- .2 Add the following to the end of paragraph 5.5.3:

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

PART 6 CHANGES IN THE WORK

GC 6.3 CHANGE DIRECTIVE

- .1 Delete the word “and” from the end of subparagraph 6.3.7.17.
- .2 Delete the period from the end of subparagraph 6.3.7.18 and replace it with “; and”.
- .3 Add new subparagraph 6.3.7.19 as follows:
 - .19 safety measures and requirements.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

- .1 Add new paragraph 6.4.5:

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

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

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

PART 8 DISPUTE RESOLUTION

GC 8.2 ADJUDICATION

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

GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

.1 Add the following new paragraphs 8.3.9 to 8.3.13:

- 8.3.9 Within five *Working Days* of receipt of the notice of arbitration by the responding party under paragraph 8.3.6, the *Owner* and the *Contractor* shall give the *Consultant* a written notice containing:
- .1 copy of the notice of arbitration;
 - .2 a copy of supplementary conditions 8.3.9 to 8.3.14 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.
- 8.3.10 The *Owner* and the *Contractor* agree that the *Consultant* may elect, within ten days of receipt of the notice under paragraph 8.3.9, to become a full party to the arbitration under paragraph 8.3.6 if the *Consultant*:
- .1 has a vested or contingent financial interest in the outcome of the arbitration;
 - .2 gives the notice of election to the *Owner* and the *Contractor* before the arbitrator is appointed;
 - .3 agrees to be a party to the arbitration within the meaning of the rules referred to in paragraph 8.3.6, and,
 - .4 agrees to be bound by the arbitral award made in the arbitration.
- 8.3.11 Without limiting and subject to the *Owner* and *Contractor's* rights under paragraph 8.3.12 to challenge whether the *Consultant* has satisfied the requirements of paragraph 8.3.10, if an election is made under paragraph 8.3.10:
- .1 the *Owner* or *Contractor* may request particulars and evidence of the *Consultant's* vested or contingent financial interest in the outcome of the arbitration;
 - .2 the *Consultant* shall participate in the appointment of the arbitrator; and,
 - .3 notwithstanding the rules referred to in paragraph 8.3.6, the time period for reaching agreement on the appointment of the arbitrator shall begin to run from the date the respondent receives a copy of the notice of arbitration.
- 8.3.12 The arbitrator in the arbitration in which the *Consultant* has elected under paragraph 8.3.10 to become a full party may:
- .1 on application of the *Owner* or the *Contractor*, determine whether the *Consultant* has satisfied the requirements of paragraph 8.3.10, and;
 - .2 make any procedural order considered necessary to facilitate the addition of the *Consultant* as a party to the arbitration.
- 8.3.13 The provisions of paragraph 8.3.9 shall apply (with all appropriate changes being made) to written notice to be given by the *Consultant* to any sub-consultant.

PART 9 PROTECTION OF PERSONS AND PROPERTY

CG 9.1 PROTECTION OF WORK AND PROPERTY

- .1 Delete subparagraph 9.1.1.1 in its entirety and replace it with the following:
 - 9.1.1.1 Errors or omissions in the *Contract Documents* which the *Contractor* could not have discovered applying the standard of care described in paragraph 3.14.1;
- .2 Delete paragraph 9.1.2 in its entirety and replace it with the following:
 - 9.1.2 Before commencing any *Work*, the *Contractor* shall determine the locations of all underground utilities and structures indicated in the *Contract Documents*, or that are discoverable by applying to an inspection of the *Place of the Work* the degree of care and skill described in paragraph 3.9.1.

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

- .1 Add the following words to paragraph 9.2.6 after the word "responsible":

or whether any toxic or hazardous substances or materials already at the *Place of the Work* (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the *Contractor* or anyone for whom the *Contractor* is responsible in a manner which does not comply with legal and regulatory requirements, or which threatens human health and safety or the environment, or material damage to the property of the *Owner* or others,
- .2 Add the words "and the *Consultant*" after the word "*Contractor*" in subparagraph 9.2.7.4.
- .3 Add the following words to paragraph 9.2.8 after the word "responsible":

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 9.5 MOULD

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

GC 10.2 LAWS, NOTICES, PERMITS AND FEES

SPEC NOTE: *Paragraph 10.2.2 of this article has the Owner obtaining and paying for the Building Permit. Revise this paragraph and paragraph 10.2.3 if Contractor is to obtain and/or pay for the Building Permit.*

- .1 Refer to paragraph 10.2.2 of General Conditions where it is stipulated that the Owner will obtain and pay for the Building Permit.**
- .2 Delete from the first sentence in paragraph 10.2.2 the words "building permit".**
- .3 Add to the sentence in paragraph 10.2.3, where it is stipulated that the Contractor shall be responsible for the procurement of permits, add the words "building permit".**
- .4 Delete from the first line of paragraph 10.2.5 the word, "The" and substitute the words: "Subject to paragraph 3.9.1, the"**

PART 12 OWNER TAKEOVER

GC 12.1 READY FOR TAKEOVER

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

GC 12.2 EARLY OCCUPANCY BY THE OWNER

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

GC 12.3 WARRANTY

- .1 Delete the word "The" from the first line of paragraph 12.3.2 and replace it with the words "Subject to paragraph 3.9.1, the".**

PART 13 INDEMNIFICATION AND WAIVER

GC 13.1 INDEMNIFICATION

.1 Add new paragraph 13.1.0 as follows:

13.1.0 The *Contractor* shall indemnify and hold harmless the *Consultant*, its agents and employees from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings by third parties that arise out of, or are attributable to the *Contractor's* performance of the *Contract*, provided such claims are:

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

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

- END OF SECTION –

SECTION 9: CCDC 41 CCDC INSURANCE REQUIREMENTS

CCDC

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Ottawa, ON K1P 5H9

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CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

CCDC 41 CCDC INSURANCE REQUIREMENTS

PUBLICATION DATE: December 14, 2020

1. General liability insurance shall be with limits of not less than \$10,000,000 per occurrence, an aggregate limit of not less than \$10,000,000 within any policy year with respect to completed operations, and a deductible not exceeding \$10,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
2. Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than \$10,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the *Contractor*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Contractor* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*.
3. Manned Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft (if used directly or indirectly in the performance of the *Work*), including use of additional premises, shall have limits of not less than \$10,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than \$10,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the *Owner*.
4. Unmanned aerial vehicle liability insurance with respect to owned or non-owned aircraft (if used directly or indirectly in the performance of the *Work*), shall have limits of not less than \$5,000,000 per occurrence or accident for bodily injury, death and damage to property or such amounts as required by any applicable law or regulation.
5. "Broad form" property insurance shall have limits of not less than the sum of 1.1 times *Contract Price* and the full value, as stated in the *Contract*, of *Products* and design services that are specified to be provided by the *Owner* for incorporation into the *Work*, with a deductible not exceeding \$10,000. The insurance coverage shall not be less than the insurance provided by IBC Forms 4042 and 4047 or their equivalent replacement. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
6. Boiler and machinery insurance shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects forming part of the *Work*. The insurance coverage shall not be less than the insurance provided by a comprehensive boiler and machinery policy including hot testing and commissioning.
7. Contractors' equipment insurance coverage written on an "all risks" basis covering *Construction Equipment* used by the *Contractor* for the performance of the *Work*, shall be in a form acceptable to the *Owner* and shall not allow subrogation claims by the insurer against the *Owner*. Subject to satisfactory proof of financial capability by the *Contractor* for self-insurance, the *Owner* may agree to waive the equipment insurance requirement.
8. Contractors' Pollution liability insurance shall have limits of not less than \$5,000,000 per occurrence for bodily injury, death and damage to property.

Association of
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Construction
Association

Construction
Specifications Canada

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