

**Schedule A**  
**RFP Data Sheet**

**RFP DATA SHEET  
SCHEDULE A TO THE RFP**

RFP SECTION REFERENCE AND DESCRIPTION	ITEM																		
RFP Section 1.1(1) – Name of Goods and/or Services	Name of Goods and/or Services: General Contractor Renovation MPAC Pickering, 10th Floor																		
RFP Section 1.1(1) – RFP Number	The RFP Number is RFP-549-2024.																		
RFP Section 2.1(1)(f) – Draft Agreement	<p>Schedule D – Draft Agreement consists of the “Supplementary Conditions.”</p> <p>The Successful Respondent will be required to sign a “CCDC 2 – 2020 Stipulated Price Contract” accompanied by the “Supplementary Conditions”.</p> <p>The following key terms and conditions shall form part of the Final Agreement:</p> <p><b>Term:</b> Commencing upon award and contract execution</p> <p><b>Insurance:</b></p> <ul style="list-style-type: none"> <li>• Minimum Commercial General Liability and non-owned automobile coverage of \$2 Million per Occurrence and \$5 Million Aggregate including adding MPAC as additional insured with a 30 day notice upon expiration.</li> <li>• Professional liability (errors and omissions) insurance appropriate to Respondent’s profession in an amount of not less than \$2,000,000 per occurrence or claim.</li> <li>• Workers Safety Insurance Board (“WSIB”) Clearance Certificate, as required under the Workplace Safety and Insurance Act, 1997, S.O. 1997, C. 16 or otherwise an exemption letter from WSIB.</li> </ul> <p>Applicable insurance will be requested from the awarded Respondent(s) upon conclusion of the RFP process.</p>																		
RFP Section 3.1(1) – Timetable	<p>Timetable:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">(a)</td> <td style="width: 70%;">Issuance of RFP Documents</td> <td style="text-align: right;"><b>August 29, 2024</b></td> </tr> <tr> <td>(b)</td> <td>Site Visit</td> <td style="text-align: right;"><b>September 4, 2024</b> <b>11:00:00 a.m. local time</b></td> </tr> <tr> <td>(c)</td> <td>Deadline for Respondents to Submit Requests for Clarification/Questions</td> <td style="text-align: right;"><b>September 10, 2024</b> <b>2:00:00 p.m. local time</b></td> </tr> <tr> <td>(d)</td> <td>Issue Response to Questions Document</td> <td style="text-align: right;"><b>September 12, 2024</b></td> </tr> <tr> <td>(e)</td> <td>Last day for issuance of Addenda (Except Addenda related to Timetable changes)</td> <td style="text-align: right;"><b>September 12, 2024</b></td> </tr> <tr> <td>(f)</td> <td>Deadline for Submission of Proposals (Submission Deadline)</td> <td style="text-align: right;"><b>September 20, 2024</b> <b>2:00:00 p.m. local time</b></td> </tr> </table>	(a)	Issuance of RFP Documents	<b>August 29, 2024</b>	(b)	Site Visit	<b>September 4, 2024</b> <b>11:00:00 a.m. local time</b>	(c)	Deadline for Respondents to Submit Requests for Clarification/Questions	<b>September 10, 2024</b> <b>2:00:00 p.m. local time</b>	(d)	Issue Response to Questions Document	<b>September 12, 2024</b>	(e)	Last day for issuance of Addenda (Except Addenda related to Timetable changes)	<b>September 12, 2024</b>	(f)	Deadline for Submission of Proposals (Submission Deadline)	<b>September 20, 2024</b> <b>2:00:00 p.m. local time</b>
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RFP Section 3.2(1) – Contact Person	<p>Respondents shall submit all questions and other communications regarding the RFP Documents and the RFP Process <b><u>through bids&amp;tenders by way of the “Submit a Question” button</u></b> no later than the deadline for submission of questions set out in the Timetable.</p> <p>Failure to comply to the RFP question submission process via the bids&amp;tenders platform as per RFP instructions will be at Respondents risk as MPAC may not ensure timely responses</p> <p>Respondents who require assistance with bids&amp;tenders, please reach out to them directly via email (<a href="mailto:support@bidsandtenders.ca">support@bidsandtenders.ca</a>) or via phone (1-800-594-4798) and leave a message if the line is busy.</p> <p>For all other enquiries, the coordinates of the Contact Person are:</p> <p>Aleksandra M. Gasic Procurement Officer, Strategic Sourcing and Contract Management T: 289.315.3086 E-mail: <a href="mailto:aleksandra.gasic@mpac.ca">aleksandra.gasic@mpac.ca</a></p>
RFP Section 3.4(2)(b)(ii) – Prohibited Contacts	Steve Cascone, Nicole Lafete, Peter Pham, Jeff Nicholson and Wendy Scott
RFP Section 4.1 – Format and Content of Proposal	<p>Respondents are to submit a Proposal in accordance with bids&amp;tenders online electronic submission instructions.</p> <p><b>Financial Submission must be included only under the Pricing Matrix on bids&amp;tenders.</b></p> <p>Submissions that capture Financial related information under the Technical Criteria will be subject to delayed review.</p>
RFP Section 4.3(1) – Comments on the Draft Agreement	<p>Respondents are required to review the “Supplementary Conditions” to CCDC 2 – 2020 Drawings (Appendix I), and Agreement to Bond (Appendix III), attached in bids&amp;tenders and submit any requests for revisions to the document(s) as part of the Proposal submission by completing the chart titled “Comments on the Draft Agreement” provided in bids&amp;tenders. This document must remain in Word format.</p> <p>Should the Respondent fail to provide any revisions in accordance with the terms and conditions of this RFP, the Respondent agrees to be bound by all of the terms and conditions contained in the “CCDC Stipulated Price Contract” plus related attached “Supplementary Conditions”.</p> <p>Respondents should not base their Proposals on the assumption that the Respondent, if selected, will be able to change any of the terms and conditions of the “CCDC Stipulated Price Contract” plus related attached “Supplementary Conditions”.</p> <p>In accordance with MPAC’s legislative obligations and privacy standards, the awarded Respondent(s) is/are expected to meet the following minimum contractual requirements:</p> <ol style="list-style-type: none"> <li>1) Respondent acknowledges that ownership of personal information remains with MPAC at all times.</li> </ol>

RFP SECTION REFERENCE AND DESCRIPTION	ITEM
	<p>2) Respondent may only collect, use or disclose personal information to the extent permitted by any agreement with MPAC or by applicable law.</p> <p>3) Respondent must always ensure the confidentiality of personal information. This includes:</p> <ul style="list-style-type: none"> <li>a. Maintaining the confidentiality and security of information;</li> <li>b. Limiting access to information to those on a “need-to-know” basis for the purposes of fulfilling Respondent’s obligations under any agreement with MPAC; and</li> <li>c. Not disclosing, destroying, exploiting, or using personal information unless authorized by MPAC.</li> </ul> <p>4) Respondent must only utilize the subcontractors permitted by any agreement with MPAC and require such subcontractors to include privacy and confidential provisions in the subcontract parallel to those in any agreement with MPAC.</p> <p>5) Respondent must ensure that they clearly secure personal information such as utilizing physical security and keeping it safe from loss, alteration, destruction or intermingling with other records and databases.</p> <p>6) Respondent must ensure that information retention and destruction provisions are included in the contract such as including the return of the personal information upon completion of a contract.</p> <p>Respondent must acknowledge that audits of the Respondent’s compliance with any agreement with MPAC and Respondent’s legal obligations are permitted and may be undertaken by MPAC</p>
RFP Section 5.4(1) – One Proposal Per Person or Entity	There are no exceptions to RFP Section 5.4(1).

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RFP Section 6.1(1) – Evaluation of Proposals	<p>Evaluation will be conducted in two (2) phases.</p> <p>A minimum score of 100% in phase 1 is required for a Respondent to be evaluated for phase 2 of the evaluation process.</p> <p>Respondents who score 100% in phase 1 will be considered for phase 2 evaluation.</p> <p>The Evaluation Criteria and weightings to be applied are as follows:</p> <table border="1" data-bbox="524 579 1412 705"> <thead> <tr> <th>EVALUATION CRITERIA</th> <th>WEIGHT</th> </tr> </thead> <tbody> <tr> <td>Site Visit &amp; Agreement to Bond</td> <td>100%</td> </tr> </tbody> </table> <table border="1" data-bbox="524 768 1412 1203"> <thead> <tr> <th>EVALUATION CRITERIA</th> <th>WEIGHT</th> </tr> </thead> <tbody> <tr> <td>Project Management (Summary &amp; Table)</td> <td>10%</td> </tr> <tr> <td>General Requirements (Table)</td> <td>10%</td> </tr> <tr> <td>Project Construction Schedule</td> <td>30%</td> </tr> <tr> <td>Company Profile &amp; Qualifications</td> <td>20%</td> </tr> <tr> <td>Pricing</td> <td>30%</td> </tr> <tr> <td><b>TOTAL</b></td> <td><b>100%</b></td> </tr> </tbody> </table>	EVALUATION CRITERIA	WEIGHT	Site Visit & Agreement to Bond	100%	EVALUATION CRITERIA	WEIGHT	Project Management (Summary & Table)	10%	General Requirements (Table)	10%	Project Construction Schedule	30%	Company Profile & Qualifications	20%	Pricing	30%	<b>TOTAL</b>	<b>100%</b>
EVALUATION CRITERIA	WEIGHT																		
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RFP Section 6.1(2) – Minimum Passing Score	<p>A minimum score of 100% in phase 1 is required for a Respondent to be evaluated for phase 2 of the evaluation process.</p> <p>Respondents who score 100% in phase 1 will be considered for phase 2 evaluation.</p>																		
RFP Section 6.2(1) and (2) – Interviews, Demonstrations, Site Visits and Presentations	<p><b>Site Visit: Wednesday, September 4, 2024 at 11:00 a.m. local time</b></p> <p>Location: 1340 Pickering Parkway, Pickering, ON L1V 0C4</p> <p><b>All attendees must scan and sign in with QR Code provided on site to confirm attendance and qualify for phase 1 (Site Visit &amp; Agreement to Bond) of the RFP evaluation process. Bidders own personal mobile device with data is required to complete this action.</b></p>																		
RFP Section 8.2(1) – Debriefing	<p>Respondents may request a debriefing.</p>																		
RFP Section 9.3(1) – Maintaining Prices and Proposal Commitments	<p>Respondents to hold prices for a period of 6 months after the Submission Deadline.</p>																		

**Schedule B**  
**Technical Submission Requirements**

## PROJECT BACKGROUND

MPAC is soliciting bids for general contracting tenant improvement service to carry out construction of the renovation of the 10<sup>th</sup> floor of our Pickering workplace. The new layout will provide staff with a refreshed work café, large flexible training and meeting room space with specialized audio-visual equipment and lounge area.

Location: 1340 Pickering Parkway, Pickering, ON L1V 0C4

The renovation area is approximately 3,696 square feet, on the top level of a multi-tenant commercial office building. Access to the suite is by passenger elevator, the building is equipped with a loading dock. MPAC is currently the 10<sup>th</sup> floor tenant, as well as on the main floor reception, and floors 6, 7, 8 and 9.

Building permit application for the scope of work has been submitted to the City of Pickering. The Successful Respondent will commence construction no later than Monday, **September 30, 2024**, with Substantial Performance complete no later than Friday, **November 8, 2024**. The project timeline will be adjusted accordingly pending the issuance of the building permit.

## PROJECT SCOPE

The following scope of work is intended to be a high-level summary of the major activities involved with this project and not a complete/exhaustive list of activities and tasks. It is the Successful Respondent's responsibility to thoroughly review all drawings and specifications noted and within the appendices and the information gathered during the required site visit to determine the full scope of work required to complete the project and deliver the new office construction.

Suite interior demolition, new construction and alterations are required to suit the new floor plan for MPAC's Pickering 10<sup>th</sup> Floor renovation. This includes demolition, new drywall, retention of existing walls and finishes (including the protection thereof during construction), modification to existing and new; electrical, mechanical, life safety systems, reflected ceiling plan, window film installation, floor and wall finishes, new hardware, doors, glazing, millwork, window coverings, etc.

The Successful Respondent will be required to ensure compliance with all aspects of the Occupational Health and Safety Act (OSHA). The Successful Respondent will be considered the "Constructor" as defined in the OSHA and will provide all construction related services on site such as, but not limited to, security, assurance of compliance with health and safety legislation as applicable, clean-up, environmental protection, disposal, and recycling of materials. This will include any contracts with mandatory trades, the Successful Respondent will be responsible for suppliers (sub-trades) and will pay them directly. The Successful Respondent will then invoice MPAC for those sub-trades as part of their monthly progress draw invoicing, certified by MPAC's prime consultant Bennett Design Associates.

## PROJECT DESCRIPTION AND OBJECTIVE(S)

The Successful Respondent will require its employees, agents, and subcontractors to perform all services in strict compliance with:

- The applicable Health and Safety procedures (including those associated with the COVID-19 pandemic)
- The best safe standards for construction of this type; and
- All applicable federal, provincial, and local laws and regulations governing its conduct.

The Successful Respondent shall provide a competent full-time site supervisor, for all work pursuant to the bid documents, who shall act as the Successful Respondent's authorized representative. Personnel are not to be substituted/replaced without prior notification to MPAC.

The following project elements are Not in Contract (N.I.C) and do not form part of the Successful Respondent's scope, however, require coordination with the overall project schedule:

- Movement, supply and installation of furniture and MPAC equipment and files by MultiCorp Office Services Inc., POI Business Interiors and Brigholme Interiors Group
- Supply and installation of audio-visual equipment, refer to Aligned Vision Group's, Audio Visual Division of Responsibilities, A-003
- Supply and installation of new interior signage by Acumen
- Supply and installation of new security system by Delco Security
- Alteration of existing sound masking by Environmental Acoustics, Inc.

### **Contract Documents**

The Successful Respondent will be awarded with a Successful Respondent Letter, followed by CCDC2 2020 Stipulated Price Contract and MPAC Supplementary Conditions to CCDC2 2020. Seals and signatures offered on hard copy documents.

### **Access to the Property, Working Hours, Service Shutdowns**

The Successful Respondent may work during regular business hours, Monday to Friday 7 a.m. to 5:30 p.m., weekdays after hours is 5:30 p.m. to 7 a.m., and on weekends, 5:30 p.m. Friday to 7 a.m. Monday. Deliveries prior to 7 a.m. or after 5:30 p.m. Monday to Friday. Loud, odorous, disruptive, or intrusive work (including core drilling) is restricted by the Landlord/Property Management and is only permitted afterhours and on weekends.

All shutdown, access to roof or access to adjacent tenant spaces, garbage bin placement, elevator access, core drilling, etc., to be coordinated through Landlord/Property Management and requires a minimum of 48 hours written notice. Xraying for core drilling must be completed after the cleaners evening shift is complete, a report is to be issued to the Landlord/Property Management identifying the new core locations for their review and approval.

### **Salthill Property Management Inc., contacts:**

Tom Andrews, Senior Operations Manager, [tandrews@salthillcapital.com](mailto:tandrews@salthillcapital.com) 905.421.9805

Tyler Corlett, Assistant Manager, Property Managements, [tcorlette@salthillcapital.com](mailto:tcorlette@salthillcapital.com) 647.999.3087

There is no tenant manual for design and construction for this property.

Access to the property is through the loading dock located at the rear of the property at ground level, there is no freight elevator on the property, a passenger elevator will be clad and placed on service for the movement of materials. Elevator is to be clean and clear of any debris by the Successful Respondent when put back into service.

Garbage bin placement is temporary only and not to exceed 48 hours. Prompt removal of all waste and debris associated with the scope of work is the Successful Respondents responsibility. Precise location for the placement of the bins will be identified by the Property Manager, located in relatively proximity of the double entry doors. Area to be cordoned off by the Successful Respondent to ensure adjacent property is not damaged during, swept and clear of debris once bin is removed.

Property Management is most willing to work with the Successful Respondent to ensure access and balance current tenant expectations for a safe, clean and professional space. Reasonable requests will be considered with advance notice.

Access to the common corridor washrooms (locked, access code) and janitorial spaces is permitted. These spaces are shared and must be respected, absolutely no dumping of fluids, or rinsing/cleaning of equipment within these areas, these actions to be undertake off site.

To reduce dust and debris transfer, and in an effort to keep common areas clean, dust control measures should be in place at suite entry access points. This includes but is not limited to 3M Clean-Walk mats.

Any damage resulting from improper or negligent use of any building area will be invoiced back to the Successful Respondent.

### **Mandatory Trades**

Troy Life & Fire Safety – Tanya McKelvey, [tanya.mckelvey@troylfs.com](mailto:tanya.mckelvey@troylfs.com) 905.725.553 x 21

Johnson Controls – Tanya Morrison, [tanya.m1.morrison@jci.com](mailto:tanya.m1.morrison@jci.com) 416.660.4994

### **Preferred Trades**

Everbrite – Mike Koehler, [mike@everbrite.ca](mailto:mike@everbrite.ca) 416.284.8168

## **PROJECT TECHNICAL REQUIREMENTS**

***NOTE: Respondents are to review the submission platform on bids&tenders before preparing their Proposal. A separate document will be required for each evaluation criteria. Respondents are not to duplicate information in their response. Responses to each evaluation criteria should include only content relevant to the requirements of that criteria.***

### **Site Visit**

Respondents to attend site Wednesday, **September 4, 2024 at 11:00 a.m.** local time with MPAC, property management and Bennett Design Associates to review the scope of work.

Respondents finding discrepancies, ambiguities, or omissions in the drawings and/or specifications, or having doubt as to the meaning or intent thereof to submit their questions before the Deadline for Respondents to Submit Requests for Clarification/Questions as outlined in the RFP Section 3.1(1) – Timetable. Any questions that may be asked and answered during the site visit by MPAC, property management or Prime Consultant must also be submitted through bids&tender to be formalized in an Addendum.

### **Agreement to Bond**

Respondents are to confirm their agreement to provide bond by completing and executing “Agreement to Bond” form attached in bids&tenders.

### **Project Management**

Respondents are to prepare a summary describing their process for Project Management; information supplied should address all areas of the project cycle from inception, through planning, execution and monitoring, final project close out (MPAC close out documents are to be submitted digitally, no hard copies

are required) and quality control. Respondents to detail the systems and related processes in please and used to support the project.

MPAC's requirements include but are not limited to the list provided in the table. Using the table provided in bids&tenders, Respondents shall confirm and provide supporting comments.

### **General Requirements**

Respondents to ensure the general requirements for all elements of the project are clearly defined in the construction schedule.

MPAC requirements include but are not limited to the list provided in the table in bids&tenders. Using the table provided in bids&tenders, Respondents shall confirm and provide supporting comments.

### **Construction Schedule**

Respondents shall provide a construction schedule inclusive of all General Requirements. Any long lead time items or items that are not expected to be supplied and installed prior to Substantial Performance of the Work should be clearly identified in the schedule and brought to MPAC's attention with proposed equivalent substitutions for MPAC's consideration.

Respondents are to meet project timelines including all dependencies and milestones, delivery dates of products, equipment, duration of activities, task-by-task. The schedule should include the dates when subtrades are to be on site to complete their scope of work and when any MPAC supplied products and materials will be required. The schedule should depict the Respondent's ability to complete the entire scope of work identified in the RFP within the established timelines.

Project timeline to be adjusted accordingly, pending the date of issue for the building permit from the City of Pickering. Every reasonable effort is expected for the Successful Respondent to work towards the project's stated substantial completion and building permit close out date.

### **Company Profile & Qualifications**

Respondents to provide the following information about their company and qualifications.

- A company profile should include but is not limited to; year established, ownership and leadership, specializations, any community contributions, or relevant awards/recognitions, etc.
- Curriculum Vitae (CV) of all project personnel that would be assigned to this project; Project Manager, Site Supervisor, any other key technical staff assigned. CV should include past project experience, role relative to that project, education background, certifications, and number of years with the company.
- Outline customer service procedures, policies and guidelines, description of how issues raised regarding the completion of work provided by the Successful Respondent, or its sub-contractors is resolved. Provide escalation contacts.
- Summary of the systems in place for successful project management; project cycle from inception, through planning, execution and monitoring, final project close out (MPAC close out documents are to be submitted digitally, no hard copies are required) and quality control.

### **References**

Using the tab provided in bids&tenders, Respondents shall provide one (1) reference for each of the three (3) projects completed within the last five (5) years. Projects should be similar in scope. Respondents may not use MPAC as a reference.

**Appendix I – Issued for Tender Drawings / MPAC – Pickering, 10<sup>th</sup> Floor Renovation IFT August 2024.pdf**

INTERIOR DESIGN DRAWINGS:

I-000	GENERAL NOTES
I-1000	DEMOLITION PLAN
I-1000.1	DEMOLITION CEILING PLAN
I-1001	PARTITION PLAN
I-1002	REFLECTED CEILING PLAN
I-1003	POWER & COMMUNICATION PLAN
I-1004	FLOOR FINISH PLAN
I-1005	WALL FINISH PLAN
I-1006	FURNITURE PLAN
I-1007	DOOR & HARDWARE SCHEDULE, ELEVATIONS
I-1008	MILLWORK DETAILS
I-1008.1	MILLWORK DETAILS

AUDIO-VISUAL DRAWINGS:

A-001	AV DRAWING SCHEDULE
A-002	AV DEVICE TYPE, WIRE TYPE, AND POWER AND COMMS SCHEDULES
A-003	AUDIO VISUAL (AV) DIVISION OF RESPONSIBILITY
A-110	10TH FLOOR KEY PLAN
A-110A	10TH FLOOR AV DEVICE LOCATIONS PLAN
AV-110B	10TH FLOOR AV DEVICE LOCATIONS RCP
AV-210A	10TH FLOOR RISER DRAWING
AV-210B	10TH FLOOR RISER DRAWING - CONTINUED
AV-610A	MEETING ROOM - 1003 ELEVATIONS & MOUNTING DETAILS

MECHANICAL DRAWINGS:

M-01	MECHANICAL SPECIFICATIONS
M-02	MECHANICAL - LEGEND & DRAWING LIST
M-03	MECHANICAL DETAILS
M-04	MECHANICAL - HVAC DEMO FLOOR PLAN
M-05	MECHANICAL - HVAC NEW FLOOR PLAN
M-06	MECHANICAL - FIRE PROTECTION NEW FLOOR PLAN

ELECTRICAL DRAWINGS:

E-001	ELECTRICAL LEGEND & GENERAL NOTES
E-002	ELECTRICAL SPECIFICATIONS
E-003	ELECTRICAL SPECIFICATIONS
E-110	10TH FLOOR DEMOLITION PLAN
E-210	10TH FLOOR DEMOLITION PLAN
E-310	10TH FLOOR POWER & SYSTEMS PLAN
E-601	ELECTRICAL

**Schedule C**  
**Financial Submission Requirements**

\*see Schedule of Prices within bids&tenders

**Schedule D**  
**Draft Agreement**

**SUPPLEMENTARY CONDITIONS TO**  
**THE STIPULATED PRICE CONTRACT (CCDC 2 2020)**

These Supplementary Conditions are made as of the \_\_\_ day of \_\_\_\_\_, 20\_\_ between the Municipal Property Assessment Corporation (the “Owner”) and [CONTRACTOR] (the “Contractor”) . Other than the Supplementary Conditions contained herein, the Stipulated Price Contract (CCDC 2 2020) between the Owner and the Contractor remains in full force and effect (the “Contract”). The Owner and the Contractor hereby agree to supplement and amend the Definitions and General Conditions of the Contract as set out herein. Notwithstanding General Condition 1.1.5, where there is anything in the Contract which is inconsistent with these Supplementary Conditions, the provisions of these Supplementary Conditions shall govern. Throughout the Contract Documents, reference to the General Conditions or a paragraph of the General Conditions shall include these Supplementary Conditions unless the context requires otherwise.

**SC#    GC#            Supplementary Conditions**

**DEFINITIONS**

SC#1    Definitions:    Add the following new definitions:

**“Applicable Law.**

*Applicable Law* means all public laws, statutes, ordinances, codes, acts, orders, by-laws, rules, regulations, Governmental Consents, binding policies and guidelines, and requirements of all *Governmental Authorities*, which now or hereafter, may be applicable to and enforceable against the *Owner*, the *Contractor* or the *Work*, or any part thereof, including those relating to employment, zoning, building, life/safety, environment and health.

**Governmental Authority.**

*Governmental Authority* means any federal, provincial, territorial, regional, municipal or local government authority, quasi-governmental authority, court, government or self-regulatory organization, commission, board, tribunal, organization, or any regulatory, administrative or other agency or any political or other subdivision, department, or branch of any foregoing having legal jurisdiction in any way over the *Owner*, any aspect of the performance of the *Contract*, in each case to the extent it has or performs legislative, judicial, regulatory, administrative or other functions within its jurisdiction.

**Governmental Consent.**

*Governmental Consent* means any license, right, permit, franchise, privilege, registration, direction, decree, consent, order, permission, approval, or authority to be issued or provided by, a *Governmental Authority* and for clarity includes an agreement between the *Owner* and any *Governmental Authority*.

**Owner’s Confidential Information.**

*Owner’s Confidential Information* means all information relating to the *Work* and any process, technology or system relating thereto, the design, construction, operation, maintenance or any other aspect of the site, or relating to the nature of the *Owner’s* business and affairs, including this *Contract*, which the *Contractor* directly or indirectly receives or acquires from the *Owner* or the *Owner’s Representative* or anyone on behalf of the *Owner* or the *Owner’s Representative* either in writing or verbally, or through observation of the site or the *Work*.

**Owner’s Representative.**

*Owner’s Representative* means any firm or individual engaged by the *Owner* to monitor the *Project* on its behalf or to represent it in any other capacity during the construction of the *Project*. Unless the *Owner* notifies the *Contractor* of a change in the *Owner’s Representative*, the *Owner’s Representative* for the *Project* is: [●].

**Percentage Fee.**

*Percentage Fee* means [●]% which amount is intended to cover all the *Contractor’s* profit and overhead where specified in relation to *Change Orders*.

**Person.**

*Person* includes any individual, company, corporation, partnership, firm, trust, sole proprietorship, government or government agency, authority or entity howsoever designated or constituted.

**Statutory Declaration.**

The form of the *Statutory Declaration* to be delivered by the *Contractor* upon applications for progress payment, release of holdback and final payment is attached to this *Contract* as Exhibit “1”.

**Time Schedule.**

*Time Schedule* has the meaning assigned to that term in paragraph 3.4.1.”

SC#2 Definitions: Delete the definition of “Change Directive” and replace with the following new definition:

**Change Directive.**

A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon adjustments in the *Contract Price* and the *Contract Time*, and is subsequently documented as a *Change Order*.

SC#3 Definitions: Delete the final sentence of the definition of “Supplementary Information Instruction” and replace with the following:

“It is to be issued by the *Consultant* and signed by the *Owner’s Representative* to supplement the *Contract Documents* as required for the performance of the *Work*.

## GENERAL CONDITIONS

- SC#4 GC-1.1.2: Add the following sentence at the end of paragraph 1.1.2:  
“The *Contract*, including the *Contract Documents*, constitutes the entire agreement between the *Owner* and the *Contractor* with respect to the *Work*.”
- SC#5 GC-1.1.4: Delete paragraph 1.1.4 in its entirety and replace it with the following:  
“1.1.4: The *Contractor* shall review the *Contract Documents* and shall report promptly to the *Consultant* any error, inconsistency or omission the *Contractor* may discover. If the *Contractor* does discover any error, inconsistency or omission in the *Contract Documents*, the *Contractor* shall not proceed with the work affected until the *Contractor* has received corrected or missing information from the *Consultant*.”
- SC#6 GC-1.1.5: Add the following at the end of paragraph 1.1.5.1:  
“Notwithstanding the order of precedence set out in paragraph 1.1.5.1, the following rules of interpretation shall govern the interpretation of all *Contract Documents*, including disputes within a *Contract Document*:
- (a) the provision of amendments in writing to this *Contract* signed by the parties and *Change Order* shall govern and take precedence only over those specific provisions of this *Project* agreement expressly amended thereby;
  - (b) any provision establishing a higher standard of safety, reliability, durability, performance or service shall take precedence over a provision establishing a lower standard of safety, reliability, durability, performance or service;
  - (c) if the *Contract Documents* contain inconsistent provisions dealing with the same matter, the *Contractor* shall provide the better quality or greater quantity of *Work* or materials, as applicable, unless the *Owner* otherwise directs in writing;
  - (d) if any of the *Specifications*, *Drawings* or material and finishing schedules for the *Work* are inconsistent or in conflict, any work necessary and described in (or reasonably inferred from) the *Specifications* but not shown on the *Drawings* or material and finishing schedules, or necessary and shown on (or reasonably inferred from) the *Drawings* or material and finishing schedules but not described in the *Specifications* shall be deemed to be part of the *Work* and carried out as part of the *Contract*;
  - (e) if any of the *documents* within a sub-paragraph of paragraph 1.1.5.1 are inconsistent or are in conflict and none of the above rules of interpretation apply, documents of more recent date within that sub-paragraph shall govern over prior documents described within the same sub-paragraph;”
- SC#7 GC-1.1.10: Add the following at the end of paragraph 1.1.10:  
“If the *Contractor*, the *Contractor’s* consultant or *Subcontractor* modifies any of the *Specifications*, *Drawings* or models with authorization from the *Consultant*, the *Contractor* shall grant, and shall ensure that the *Contractor’s* consultant or *Subcontractor* grants, to the *Owner* a perpetual and royalty-free licence to use, display and modify such *Specifications*, *Drawings* or models.”
- SC#8 GC-1.1.12: Add the following as a new paragraph 1.1.12:

- “1.1.12 The *Consultant* shall furnish to the *Contractor* without charge, one reproducible and fully editable electronic set of *Drawings* and one reproducible and fully editable electronic copy of the *Specifications*, exclusive of those required by jurisdictional authorities and the executed *Contract Documents*.”
- SC#9 GC-1.4.1: Delete paragraph 1.4.1 in its entirety and replace it with the following:
- “The *Owner* shall be entitled to assign its rights under the *Contract* to any lender as security for the obligations of the *Owner* to such lender. In addition, with the consent of the *Contractor* (which consent shall not be unreasonably withheld), the *Owner* shall be entitled to assign its rights to, and to have its obligations assumed by, any purchaser of the *Project*. No assignee shall be entitled to enforce any rights under this *Contract* unless such assignee has agreed to assume all obligations thereunder; upon such purchaser assuming the remaining obligations hereunder the *Owner* shall be released therefrom. The *Contractor* shall not assign the *Contract* or any portion thereof without the written consent of the *Owner*, which consent may be arbitrarily withheld.”
- SC#10 GC-1.5 GC-1.6 and GC-1.7: Add the following new General Conditions GC 1.5 – CONFIDENTIALITY, GC 1.6 – OWNER’S REPRESENTATIVE and GC 1.7 – COUNTERPARTS after GC 1.4 – ASSIGNMENT:
- GC-1.5 CONFIDENTIALITY**
- “1.5.1 The *Contractor* shall keep confidential all *Owner Confidential Information* and shall not, without the prior written consent of the *Owner*, disclose such *Owner Confidential Information*, except in strict confidence, to its professional advisors.
- 1.5.2 The matters that are subject to the confidentiality requirements of this GC 1.5 – CONFIDENTIALITY shall not include information that: (i) has become generally available to the public other than as a result of a disclosure by the *Contractor* or any of its representatives; (ii) was available to the *Contractor* or its representatives on a non-confidential basis before the date of this *Contract*; or (iii) becomes available to the *Contractor* or its representatives on a non-confidential basis from a *Person* other than the *Owner* or any of its representatives who is not, to the knowledge of the *Contractor* or its representatives, otherwise bound by confidentiality obligations to the *Owner* in respect of such information or otherwise prohibited from transmitting the information to the *Contractor* or its representatives.
- GC-1.6 OWNER’S REPRESENTATIVE**
- 1.6.1 The *Owner* shall designate an *Owner’s Representative* authorized to act on the *Owner’s* behalf and shall specify in a *Notice in Writing* to the *Contractor* any limits on the representative’s authority.
- 1.6.2 Subject to any notified limitations in authority, the *Contractor* may rely upon any written instructions or directions provided by the *Owner’s Representative*.
- 1.6.3 The *Owner’s Representative* shall take all reasonable steps to be accessible to the *Contractor* during performance of the *Contract* and shall render any necessary decisions or instructions promptly to avoid delay in the performance of the *Contract*.
- GC-1.7 COUNTERPARTS**

- 1.7.1 This *Contract* may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page to this *Contract* by any party by electronic transmission will be as effective as delivery of a manually executed copy of this *Contract*.”
- SC#11 GC-2.1.: Delete paragraph 2.1.2 in its entirety and replace them with the following:
- “2.1.2 The *Owner* may modify or extend the duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents*. The *Owner* shall provide *Notice in Writing* to the *Contractor* of any such change.
- SC#12 GC-2.2.6: Delete the words “Except with respect to GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER,” from paragraph 2.2.6 and add the following sentence at the end of the paragraph: “and shall make findings as to the performance thereunder by both parties to the *Contract*.”
- SC#13 GC-2.2.19: Add the following new paragraph 2.2.19 after paragraph 2.2.18:
- “2.2.19 In any written or printed notice to the *Contractor* in respect of general, special, or other repairs, or of any work of any nature required to be done under any of the provisions of the *Contract*, or of any other matter, it shall not be obligatory upon the *Consultant* to specify minutely or in detail everything required, nor to specify by measurement the exact extent thereof, or the precise spot or spots where the work or material may be defective or faulty or where any of the requirements of the *Specifications* have not been observed; but a reference in such notice to the clause or clauses bearing upon the matter, and a description of the locality in general terms, and sufficiently clear, in the opinion of the *Consultant*, to indicate where the defect or trouble exists, shall be deemed to be, and shall be, ample notice.”
- SC#14 GC-2.3.3: Delete paragraph 2.3.3 in its entirety and replace with the following:
- “2.3.3 The *Contractor* shall furnish promptly to the *Consultant* a reproducible electronic copy of certificates and inspection reports relating to the *Work*.
- SC#15 GC-3.1: Add the following new paragraphs 3.1.3 to 3.1.7 after paragraph 3.1.2:
- “3.1.3 Time is of the essence of this *Contract*. The *Contractor* shall commence the *Work* on the date first set out in paragraph 1.3 of Article A-1 of the Agreement – THE WORK and proceed with the *Work* in an orderly fashion so as to ensure that the *Work* is substantially complete by the second date set out in paragraph 1.3 of Article A-1 of the Agreement – THE WORK.
- 3.1.4 The *Contractor* shall keep the *Owner* informed of the progress of the *Work*. The *Contractor* shall at all times perform the *Work* in accordance with the *Contract Time*.
- 3.1.5 The *Contractor* is solely responsible for the quality of the work and shall undertake any quality control activities specified in the *Contract Documents* or, if none are specified, as may be reasonably required to ensure such quality.
- 3.1.6 The *Contractor* shall at all times perform the services required hereunder as diligently and expeditiously as is consistent with the highest professional standards and the orderly progress of the *Work*, and in accordance with the *Contract Time* and any revisions thereto, in order to maintain the desired development and construction

- 3.1.7 schedule for the Project, and in order not to delay the *Work* or any *Project*. The *Contractor* shall at all times provide sufficient personnel to accomplish its services within the time limits required by the *Owner*.
- The *Contractor* agrees and guarantees to the *Owner* that the *Contractor* will fully comply with, and adhere to, all *Owner* policies and rules of conduct and any other policies and rules of conduct concerning health and safety, security, workplace environment, human rights and sexual harassment prohibition, and technology and Internet use policies that are disclosed to the *Contractor* in writing and will cause all *Contractor's* employees, agents, independent contract personnel and *Subcontractors* involved in the *Work*, including any such person who attends the *Owner's* premises in connection with this *Contract*, to comply with, and adhere to, such policies."
- SC#16 GC-3.2.3 Add the following new paragraph 3.2.2.5 after paragraph 3.2.2.4:
- 3.2.2.5 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of other contractors or the *Owner's* own forces.
- SC#17 GC-3.2.3: Add the following wording at the end of paragraph 3.2.3.4: "Failure by the *Contractor* to so report shall invalidate any claims against the *Owner* by reason of the deficiencies in the work of other contractors or *Owner's* own forces except those deficiencies not then reasonably discoverable."
- SC#18 GC-3.2.7: Add the following as new paragraph 3.2.7 after paragraph 3.2.6:
- "3.2.7 The *Owner* shall have the right to enter upon and take possession of the *Work* in whole or in part for the purpose of placing fittings and equipment or for other use before completion of the *Contract* if such entry and taking of possession does not prevent or interfere with the *Contractor's* efforts to complete the *Work* in the time specified. Such entry and taking of possession shall not be considered as acceptance of the *Work* nor shall it in any way relieve the *Contractor* from its responsibilities under the *Contract*."
- SC#19 GC 3.3.2 Replace the word "law" in paragraph 3.3.2 with the words "*Applicable Law*".
- SC#20 GC-3.4.1: Replace the word "monthly" in paragraph 3.4.1.2 with the word "weekly".
- SC#21 GC-3.4.2: Add the following as a new paragraph 3.4.2 after paragraph 3.4.1:
- "3.4.2 If the *Owner* specifically requests the *Contractor* to have work performed at overtime rates in order to complete the *Work* (or any change in the *Work*) or any part thereof earlier than the *Contractor* would otherwise be obliged to finish such *Work* (or change in the *Work*) or any part thereof under the *Contract Documents*, the additional net cost of such overtime (less any savings realized by the *Contractor* through the earlier completion of the *Work*) shall be chargeable to the *Owner*."
- SC#22 GC-3.5.1: Add the words ", as determined by the *Owner*" to the end of the second sentence of paragraph 3.5.1.
- SC#23 GC-3.5.2: Delete the words ", except with respect to Article A-6 of the Agreement - RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING" from the end of paragraph 3.5.2.

Add the following as a new paragraph 3.5.3 after paragraph 3.5.2:

“3.5.3 The *Owner* shall be notified within 3 business days of a change in the appointed representative along with the CV of such appointed representative.

SC#24 GC-3.6.2: Replace the words “Should the *Owner* not object” in the third line of paragraph 3.6.2 with “Upon obtaining the written approval of the *Owner*.”

SC#25 GC-3.6.3: Add the following as a new paragraph 3.6.3 after paragraph 3.6.2:

“3.6.3 The *Contractor* shall keep one copy of current *Contract Documents*, submittals, reports, and records of meetings at the *Place of the Work*, in good order and available to the *Owner* and the *Consultant*.”

SC#26 GC-3.8.3: Delete the word “applicable” before the words “field measurements” in paragraph 3.8.3.1.

SC#27 GC-3.8.8: Add the following new paragraphs 3.8.8 - 3.8.9 after paragraph 3.8.7:

“3.8.8 “The *Owner* shall have all proprietary and intellectual property rights in the *Contract Drawings* and *Shop Drawings* and the *Contractor* shall do all further things necessary to assign its intellectual property rights in the *Contract Drawings* and the *Shop Drawings* to the *Owner*.”

“3.8.9 The *Contractor* shall provide *Shop Drawings* in the form specified, or if not specified, as directed by the *Consultant*. *Shop Drawings* provided by the *Contractor* to the *Consultant* shall indicate by stamp, date and signature of the person responsible for the review that the *Contractor* has reviewed each one of them. The *Consultant's* review is for conformity to the design concept and for general arrangement only. *Shop Drawings* which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the *Contractor* for approval.”

SC#28 GC-3.9: Add the following new GC-3.9 Use of the Work:

**GC-3.9 USE OF THE WORK**

“3.9.1 The *Contractor* shall confine *Construction Equipment*, *Temporary Work*, storage of *Products*, waste products and debris, and operations of employees and *Subcontractors* to limits indicated by laws, ordinances, permits, or the *Contract Documents* and shall not unreasonably encumber the *Place of Work*.”

“3.9.2 The *Contractor* shall not load or permit to be loaded any part of the *Work* with a weight or force that will endanger the safety of the *Work*.”

“3.9.3 If work or storage areas in addition to areas provided by the premises are required, the *Contractor* shall be responsible for making arrangements to obtain the additional areas, whether adjacent to the premises or not, and for making permit and rental payments that may be required.”

“3.9.4 In carrying out the *Work*, the *Contractor* must minimize damage or injury to any adjacent property and, except as otherwise provided in this *Contract*, if injury or damage is done, it must make good the same, at its own expense, in the manner directed by, and to the satisfaction of, the *Consultant*. The *Contractor* shall be responsible for any and all damages, or claims for damages for injury or accidents done or caused by it or its employees or agents, or resulting from the prosecution of the works, or any of its operations, or caused by reason of the existence or location or condition of the works, or of any materials, plant or machinery used thereon or therein, or which may happen by reason thereof, or arising from any act of commission or omission on its part, or on the part of any of its agents or employees, in connection with the *Contract*, and covenants and agrees to hold the *Owner*

harmless and indemnified from all such damages and claims for damage; and in case of *Contractor's* failure, neglect or omission to observe and perform faithfully and strictly, all the provisions of the *Contract*, the *Consultant* may, either with or without notice (except where in this *Contract*, notice is specially provided for, and then upon giving the notice therein provided for), take such steps, procure such material, plant, trucks and men, and do such work or things as it may deem advisable toward carrying out and enforcing the same, and any and all expenses so incurred may be deducted or collected by the *Owner*, and any such action by the *Consultant* as it is herein empowered to take, shall not in any way relieve the *Contractor* or its surety from any liability under the *Contract*."

SC#29 GC-3.10: Add the following new GC-3.10 Cutting and Remedial Work:

**GC-3.10 CUTTING AND REMEDIAL WORK**

"3.10.1 The *Contractor* shall perform the cutting and remedial work required to make the affected parts of the *Work* come together properly. The *Contractor* shall co-ordinate the *Work* to ensure that the cutting and remedial work is kept to a minimum. Should the *Owner*, the *Consultant*, other contractors or anyone employed by them be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE. Cutting and remedial work shall be performed by specialists familiar with the *Products* affected and shall be performed in a manner to neither damage nor endanger the *Work*."

SC#30 GC-3.11 Add the following new GC-3.11 Clean Up:

**GC-3.11 CLEAN UP**

"3.11.1 The *Contractor* shall maintain the *Work* in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the *Owner*, other contractors or their employees. Before applying for *Substantial Performance* of the *Work* as provided in GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF THE HOLDBACK, the *Contractor* shall remove waste products and debris, other than that resulting from the work of the *Owner*, other contractors or their employees, and shall leave the *Place* of the *Work* clean and suitable for use or occupancy by the *Owner*. The *Contractor* shall remove products, tools, *Construction Equipment*, and *Temporary Work* not required for the performance of the remaining work. Prior to application for the final payment, the *Contractor* shall remove any remaining products, tools, *Construction Equipment*, *Temporary Work*, and waste products and debris, other than those resulting from the work of the *Owner*, other contractors or their employees."

SC#31 GC-4.1.8: Add the following new paragraph 4.1.8 after paragraph 4.1.7:

"4.1.8 The *Owner* may direct the *Contractor* to conduct a competitive procurement process for any work, materials or *Products* for which payment is made from a cash allowance."

SC#32 GC-5.1: Delete GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER in its entirety.

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SC#33 GC-5.2: Delete paragraphs 5.2.4 to 5.2.7 in their entirety and replace them with the following new paragraphs 5.2.4 -5.2.5 to the end of GC-5.2:

"5.2.4 Before the *Contractor* submits each application for payment, the *Contractor* shall document the progress of the *Work* on site to establish the value of the *Work* performed. The *Consultant* or the *Owner* may attend at the site to verify the progress of the *Work* and the value of the *Work* performed as documented by the *Contractor*. The *Contractor's* applications for payment shall be submitted to the *Owner & Consultant* on or before the **[16<sup>th</sup> of each month]** and the amount claimed shall be for the value of any portion of the *Work* performed and *Products* installed under the *Contract* as of the last day of the applicable payment period less the aggregate of previous payments and holdback amounts. No payment shall be claimed for *Products* delivered to the *Place of the Work*, or elsewhere, prior to their incorporation into the *Work* without the *Owner's* prior consent to the delivery and such evidence as the *Consultant* may reasonably require to establish the value and delivery of such *Products*. **[Payment shall be made, subject to the provisions of the *Contract Documents*, on the 15th day of the following month.]"**

"5.2.5 Each *Contractor's* application for payment shall be supported by invoices, payrolls, equipment rental schedules and such other evidence as the *Owner* or *Consultant* shall require to support the application for payment and copies thereof shall be supplied to the *Owner* by the *Contractor* upon request. Except for the *Contractor's* first application for payment, each application shall also be accompanied by such evidence as *Owner* may require establishing payment and satisfaction by the *Contractor* of all items with respect to the *Work* for which the *Contractor* has been previously paid, such as receipts, *Statutory Declarations* and releases from *Subcontractors* and *Products Suppliers* arising out of or in connection with the *Work*, and statutory declarations from the *Contractor*, in such form as may be required by *Owner*. Upon receipt of a written request from the *Owner*, the *Contractor* shall also make available to the *Owner* the *Contractor's* files setting forth the addresses of all *Subcontractors*, labourers and *Products Suppliers* and the names of all labourers involved in the *Work*, and *Owner* shall have the right to make and retain copies of the same."

SC#34 GC-5.3: Add the following new paragraphs 5.3.3 to 5.3.5 after paragraph 5.3.2:

"5.3.3 The issuance of a certificate of payment will constitute a representation by the *Consultant* to the *Owner*, based on the *Consultant's* observations at the *Place of the Work* and the data comprising the application for payment, that to the best of the *Consultant's* knowledge, information and belief, the *Work* has progressed to the point indicated; that in the opinion of the *Consultant*, the quality of the *Work* is in accordance with the *Contract Documents*; and that the *Contractor* is entitled to payment under the *Contract Documents* in the amount certified. In addition, the *Consultant's* final certificate for payment issued pursuant to paragraph 5.5.2 of GC 5.5 – FINAL PAYMENT will constitute a further representation that the conditions precedent to the *Contractor's* being entitled to final payment as set forth in GC 5.5 – FINAL PAYMENT have been fulfilled."

"5.3.4 The *Consultant* or the *Owner* may also decline to approve any application for payment or, because of subsequently discovered evidence, testing or subsequent inspections, the *Consultant* or the *Owner* may provide for a withholding of funds to offset a previous payment made pursuant to any certificate for payment previously issued or the *Owner* may refuse to make payment, to such extent as may be necessary in its opinion to protect the *Owner* from loss because of:

.1 defective work not remedied;

- .2 third party claims filed or reasonable evidence indicating possible filing of such claims;
- .3 failure of the *Contractor* to make payments promptly to *Subcontractors*, *Suppliers* or for labour, *Products* or equipment;
- .4 damage to work of other contractors; or
- .5 unsatisfactory prosecution of the *Work* by the *Contractor* or any *Subcontractor*.”

“5.3.5 No payment made by the *Owner* under this *Contract* nor any partial or entire use or occupancy of the *Work* by the *Owner* shall constitute an acceptance of any portion of the *Work* or any *Products* which are not in accordance with the requirements of the *Contract Documents*.”

SC#35 GC-5.4: Add the following new paragraphs 5.4.7 after paragraph 5.4.6:

“5.4.7 The acceptance by the *Contractor* of the certificate of *Substantial Performance of the Work*, or the acceptance of a certificate by a *Subcontractor* or for any payment due thereunder shall constitute a waiver by either the *Contractor*, or the *Subcontractor*, as the case may be, of all claims whatsoever against the *Owner* under this *Contract* or any trade contract whether for a change in the *Contract Price*, extension of *Contract Time*, or otherwise, except those made in writing prior to the *Contractor’s* application for payment upon *Substantial Performance of the Work* and still unsettled.”

SC#36 GC-5.5: Add the following new paragraph 5.5.5 after paragraph 5.5.4:

“5.5.5 The *Contractor* shall submit, with the application for final payment upon total completion, a written statement that the *Work* has been performed to the requirements of the *Contract Documents*, and itemizing approved changes in the *Work* and the *Consultant’s* written instructions and modifications indicated by the *Governmental Authorities* having jurisdiction and such other materials or documentation as may be required to be submitted under the *Contract Documents*.”

SC#37 GC-6.4.5: Add the following new paragraph 6.4.5 after paragraph 6.4.4:

“6.4.5 Notwithstanding anything in the *Contract* to the contrary, the *Contractor* represents and warrants that it has investigated the *Place of the Work* and all local conditions which might affect its obligations and has satisfied itself as to the nature and extent of the *Work* to be done under the *Contract Documents* and as to the facilities and difficulties attending the execution of the *Work*. Notwithstanding anything in the *Contract* to the contrary, to the extent the *Contractor* has not so investigated, it is willing to assume and does hereby assume responsibility for all loss and damage from any cause whatsoever which such an investigation might have avoided and agrees to indemnify the *Owner* from all risk thereof and of conditions arising and developing in the course of the *Work* which might make it more onerous and more expensive to fulfil or perform than was contemplated or known when this *Contract* was signed. Notwithstanding anything in the *Contract* to the contrary, the *Contractor* acknowledges that in entering into this *Contract* it has not relied upon any information furnished by the *Owner*, or the *Consultant* or any of their respective officers and employees in relation to the *Place of Work*.”

- SC#38 GC-6.5.1: Add the following phrase after the words “provisions of the *Contract Documents*” and before the words “then the *Contract Time* shall be extended” in paragraph 6.5.1: “and provided the *Contractor* has given the *Owner* a *Notice in Writing* in a timely fashion of the action or omission that has given rise to such delay”.
- SC#39 GC-6.5.3: Delete paragraph 6.5.3 in its entirety and replace it with the following new paragraph 6.5.3:  
 “6.5.3  
 If the *Contractor* is delayed in the performance of the *Work* by:  
 .1 strike, lock outs and other industrial disturbances, except to the extent that such strike, lock out or other industrial disturbance involves direct employees of *Contractor* or *Subcontractors* who are performing *Work*, and provided that settlement of strikes, lock outs and other labour disturbances will be wholly within the discretion of the party involved;  
 .2 fire, unusual delay by common carriers or unavoidable casualties, or  
 .3 any cause beyond the *Contractor’s* control other than one resulting from a default or breach of *Contract* by the *Contractor*,  
 then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*.”
- SC#40 GC-6.5.4: Add the following at the end of paragraph 6.5.4:  
 “A notice of claim with respect to any delay shall indicate the reasons for such delay and the best estimate of the *Contractor* as to its estimated duration and the likely effect upon the time to complete the *Work*. Upon termination of the circumstances giving rise to the delay, the *Contractor* shall give to the *Owner* a *Notice in Writing* of the termination of the delay.”
- SC#41 GC-6.5.6: Add the following new paragraphs 6.5.6 to [6.5.9/6.5.10] after paragraph 6.5.5:  
 “6.5.6 For clarity, no extension shall be made for delay arising from strikes, lock outs and other industrial disturbances that is decreed for its members by a recognized contractor’s association of which the *Contractor* is a member or to which the *Contractor* is otherwise bound if the *Contractor*, before entering into this *Contract* or commencing the *Work*, had or should have had knowledge that or a reasonable grounds for believing that the *Work* would be delayed by such a labour dispute and did not so inform the *Owner*.”  
 “6.5.7 If there is a delay in the performance of any portion of the *Work*, the *Contractor* shall take commercially reasonable efforts to mitigate the consequences of such delay including the rescheduling of the *Work* and the *Contractor’s* failure to mitigate shall be taken into account any extension to the *Contract Time*. The *Contractor* shall be responsible for the care, maintenance and protection of the *Work* in the event of any shutdown.”  
 “6.5.8 The *Consultant* may order the *Work* to proceed on a two or three eight-hour shift basis if it deems this necessary to speed up the work, or it may order any work to be carried out in whole or in part at night, and the *Contractor* shall have no claim for

extra compensation in respect thereof. No work, however, shall be undertaken at night without the consent in writing of the *Consultant*.”

“6.5.9 Any adjustment to the *Contract Time* and the *Contract Price* required as a result of GC 6.5 - DELAYS shall be made as provided in GC 6.1 - OWNER’S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.”

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“6.5.10 The *Contractor* shall pay to the Owner \$[●] per *Working Day* for each day beyond the date scheduled for *Substantial Performance of the Work* (as may be extended in accordance with and GC 6.5 – DELAYS) that the *Work* is not substantially performed by the *Contractor* as liquidated damages. The *Contractor* and the *Owner* acknowledge and agree that such amounts represent a genuine pre-estimate of the damages that will be suffered by the *Owner* for delay. The right of the *Owner* to receive such liquidated damages shall not limit any of its other rights pursuant to the *Contract*, including, without limitation, the *Owner*’s rights pursuant to GC 13.1 – INDEMNIFICATION.”

SC#42 GC-7.1.4: Add the following after the words “as may be subsequently agreed in writing by the parties,”: “or if the *Contractor* is delayed for 30 *Working Days* or longer in the performance of the *Work* and notwithstanding anything else herein provided,”

SC#43 GC-7.1.7: Add the following new paragraph 7.1.7 after paragraph 7.1.6:

“7.1.7 Notwithstanding any other provisions of this *Contract*, *Owner* may at any time, at the convenience of the *Owner*, terminate the *Contract* on 5 *Working Days*’ *Notice in Writing*. In the event that the *Owner* terminates the *Contract* in accordance with this paragraph 7.1.7, the *Owner* shall pay to the *Contractor*:

.1 the portion of the *Contract Price* applicable to the *Work* performed up to the date of termination that has not previously been paid to the *Contractor* as determined by the *Consultant*, provided that the diligence referenced in paragraphs 5.2.4 and 5.2.5 have been completed, and

.2 all of the *Contractor*’s reasonable and direct out-of-pocket costs of effecting the termination (without mark-up), including documented demobilization costs and subcontract cancellation charges with arm’s -length *Subcontractors* (with respect to which *Contractor* agrees to mitigate such cancellation charges), provided that *Contractor* supplies *Owner* with invoices, information and other documentation as requested by the *Owner* to support these payments.”

SC#44 GC-7.2.2: Replace the words “20 *Working Days*” in the first sentence of paragraph 7.2.2 with “60 *Working Days*”.

SC#45 GC-7.2.3: Delete the phrase: “, except for GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER,” from paragraph 7.2.3.4.

SC#46 GC-8.3.9 Add the following new paragraph 8.3.9 after paragraph 8.3.8:

“8.3.9 Notwithstanding anything in GC 8 – DISPUTE RESOLUTION to the contrary, if any person that is not a party to this *Contract* brings a claim against the *Owner* by way of an application, action, counterclaim, third party claim or any other manner which also involves or relates in any way to a dispute or an issue in dispute between the *Owner* and the *Contractor*, then the parties shall cause all such claims and disputes to be resolved in the court having jurisdiction over the claim brought against the *Owner* by such third party.”

- SC#47 GC-9.1.5: Add the following new paragraph 9.1.5 after paragraph 9.1.4:
- “9.1.5 If the *Contractor* has caused damage to the work of *other contractors* on the *Project*, the *Contractor* agrees upon due notice to settle with the other contractor by negotiation or arbitration. If the other contractor makes a claim against the *Owner* on account of damage alleged to have been so sustained, the *Owner* shall notify the *Contractor* and may require the *Contractor* to defend the action at the *Contractor’s* expense. The *Contractor* shall satisfy a final order or judgment against the *Owner* and pay the costs incurred by the *Owner* arising from such action.”
- SC#48 GC-9.2.7: Delete paragraph 9.2.7.4 in its entirety.
- SC#49 GC-9.2.8: Add the following phrase after the word “*Owner*” in paragraph 9.2.8.4: “and the *Consultant*, and their respective agents and employees,”.
- SC#50 GC-9.2.10: Add the following new paragraph 9.2.10 after paragraph 9.2.9:
- “9.2.10 The *Contractor* shall indemnify and hold harmless the *Owner*, *Consultant*, other consultants, *Subcontractors*, *Suppliers* and their agents and employees, from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of or resulting from exposure to, or the presence of, toxic or hazardous substances or materials which were brought onto or made at the *Place of the Work* after the *Contractor* commenced the *Work*. This obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity set out in GC 13.1 - INDEMNIFICATION or which otherwise exist respecting a person or party described in this paragraph.”
- SC#51 GC-9.4.1: Add the following to the end of paragraph 9.4.1:
- “The *Contractor* shall be solely responsible for construction safety at the *Place of the Work* and for compliance with the rules, regulations and practices required by the applicable construction health and safety legislation and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the *Work*. The *Contractor* shall assume overall responsibility, carry out and discharge all duties and obligations of, and be designated or registered as the “prime contractor”, “constructor” or equivalent role with respect to the health and construction safety legislation applicable to the *Place of the Work* and the *Project*, including responsibility for all health and safety at the *Place of the Work* and over the *Owner* and the *Owner’s* other contractors. In order to effectively exercise that responsibility, the *Owner* authorizes the *Contractor* to supervise the *Owner’s* own forces at the *Place of the Work* with respect to applicable health and construction safety matters and, where reasonably necessary due to health or construction safety considerations, deny the *Owner’s* own forces or its other contractors access to the *Place of Work*.”
- SC#52 GC-9.4.2: Add the following new paragraphs 9.4.6 to 9.4.10 after paragraph 9.4.5:
- “9.4.6 The *Owner* has authority in an emergency to stop the progress of the *Work* whenever in its opinion such stoppage may be necessary to ensure the safety of life, or of the *Work* or neighbouring property. This includes authority to make changes in the *Work*, and to order, assess and award the cost of such work, extra to the *Contract* or otherwise, as may in its opinion may be necessary. The *Owner* shall within two *Working Days* confirm in writing any such instructions.”

- "9.4.7: Prior to commencement of the *Work*, the *Contractor* shall ensure that:
- .1 it submits to the *Owner* a current clearance certificate issued by the Workplace Safety and Insurance Board or equivalent in the Province of the *Place of the Work* ("WSIB") and confirmation from the WSIB of the *Contractor's* current WSIB CAD-7 performance rating;
  - .2 it submits to the *Owner* copies of the *Contractor's* insurance coverage that has application to the *Project*;
  - .3 it submits to the *Owner* documentation of the *Contractor's* in-house safety-related programs;
  - .4 it submits to the *Owner* documentation of the *Contractor's* site specific Health and Safety plan;
  - .5 a copy of the Notice of Project is filed with the Ministry of Labour naming itself as "constructor" under the occupational health and safety legislation applicable to the *Place of the Work*, if required, or a copy of any provincially prescribed "Notice of Project" and all necessary permits, notifications and related health and safety documents;
  - .6 each work space is properly delineated and protected by the necessary safety measures required by such legislation;
  - .7 it notifies the *Owner* of any infraction or non-compliance with the *Contractor's* health and safety directions, instructions, plans or policies by any of the *Owner's* own forces or its other contractors and takes immediate action to ensure no further infractions or non-compliance; and
  - .8 all other *contractors*, labour, *Consultant*, personnel and site staff are fully familiar with the safety policy and procedure set down for the *Project* and shall ensure that the *Contractor* is responsible for ensuring such procedure in accordance with the rules, regulations and law of the work place."
- "9.4.8 The *Contractor* hereby represents and warrants to the *Owner* that appropriate health and safety instruction and training have been provided and will be provided to the *Contractor's* employees, *Subcontractors* and *Suppliers*, before the *Work* is commenced and agrees to provide the *Owner*, if requested, proof of such instruction and training."
- "9.4.9 The *Contractor* shall indemnify and save harmless the *Owner*, its agents, officers, directors, employees, consultants, successors and assigns from and against the consequences of any and all safety infractions committed by the *Contractor* under the occupational health and safety legislation applicable in the *Place of Work*, including the payment of legal fees and disbursements on a solicitor and client basis."
- "9.4.10 The *Owner* undertakes to include in its contracts with other contractors and/or in its instructions to its own forces the requirement that the other contractors or own forces, as the case may be, will comply with health and safety directions, instructions, plans and policies of the *Contractor* with respect to coordination of work and with respect to occupational health and safety related matters and require its other contractors to provide the *Contractor* with a written and signed acknowledgement and agreement to that effect. The text of such instructions is attached to these Supplementary Conditions as Exhibit 2."

- SC#53 GC-9.5.2: Add the following phrase after the word “*Owner*” in paragraph 9.5.2.4: “and the *Consultant*, and their respective agents and employees,”
- SC#54 GC-9.5.3: Delete paragraph 9.5.3.4 in its entirety.
- SC#55 GC-10.2.6: Delete the phrase “performs work knowing it to be contrary” in the first sentence of paragraph 10.2.6 and replace it with the phrase “performs work that is contrary”.
- SC#56 GC-11.1.3: Delete paragraph 11.1.3 in its entirety and replace it with the following:  
 “11.1.3 The *Contractor* shall be responsible for deductible amounts in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.”
- SC#57 GC-11.1.9: Add the following new paragraph 11.1.9 after paragraph 11.1.8:  
 “11.1.9 All insurance policies shall contain a cross-liability and severability of interest endorsement.”
- SC#58 GC-11.2 Add the following new GC-11.2 Contract Security after paragraph 11.1.9:  
**GC-11.2 CONTRACT SECURITY**  
 “11.2.1 The Contractor shall, prior to commencement of the Work or within the specified time, provide to the Owner any Contract security specified in the Contract Documents.  
 11.2.2 If the Contract Documents require surety bonds to be provided, such bonds shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province or territory of the Place of the Work and shall be maintained in good standing until the fulfillment of the Contract. The form of such bonds shall be provided by Owner in accordance with Exhibit 3.”
- SC#59 GC-12.3.1 Delete paragraph 12.3.1 in its entirety and replace with the following:  
 “12.3.1 The *Contractor* warrants that the *Work* is free from any defect in workmanship and materials and complies in all respects with the provisions of the *Contract Documents* and the *Contractor* agrees to correct promptly, at its own expense, defects or deficiencies in the Work which appear (i) in the case of *Work* covered by the extended warranties set out in the *Specifications*, prior to the end of the extended warranty period and (ii) in the case of all other *Work*, prior to and during the period of one year from the date of *Ready-for-Takeover*. The *Contractor* shall also pay at its own expense for any damage to other work or property or to Persons resulting from any defects or deficiencies in the *Work* which appear during the warranty period. The carrying out of the replacement work and the making good of all defects shall be executed at such time as is convenient to the *Owner* and this may entail overtime work on the part of the *Contractor*. Additional charges for overtime work in this regard shall be borne by the *Contractor* at its expense. These warranties shall enure to the benefit of any subsequent owner of the Project or any part thereof.”
- SC#60 GC-12.3.3 Delete paragraph 12.3.3 in its entirety and replace with the following:  
 The *Owner* or the *Consultant*, shall promptly give the *Contractor Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.

- SC#61 GC-12.3.7 Add the following new paragraph 12.3.7 after paragraph 12.3.6:
- “12.3.7 If any defect is corrected under the conditions of GC 12.3 – WARRANTY, the time period for the warranty in that particular item in the Work shall begin again from the date when the defect is corrected and if such defect be corrected more than once the time period for warranty applicable shall begin again from the latest date when such defect is corrected.”
- SC#62 GC-13.1.1: Delete paragraph 13.1.1 in its entirety and replace it with the following:
- “13.1.1 The *Contractor* shall indemnify and hold harmless the *Owner* and the *Consultant*, and their respective agents and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contact*, provided such claims are:
- .1 made within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work*, issued pursuant to paragraph 5.4.2.2 of GC-5.4 - SUBSTANTIAL PERFORMANCE OF THE WORK or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of Work*, or
  - .2 attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, or
  - .3 caused by negligent acts or omissions of the *Contractor* or anyone for whose acts the *Contractor* may be liable, or
  - .4 caused by a failure of the *Contractor* to fulfill the terms and conditions of the *Contract*, or
  - .5 caused by a breach of *Applicable Law* by the Contractor or its Subcontractors or those for whom the contractor is responsible pursuant to *Applicable Law*.
- The Owner expressly waives the right to indemnify for claims other than those stated above.”
- SC#63 GC-13.1: Add the following new paragraph 13.1.7 after paragraph 13.1.6:
- “13.1.7 Notwithstanding anything contained herein to the contrary, in the event that a lien is registered against the *Place of Work*, the *Contractor* shall, at its own expense, immediately take whatever steps may be necessary to vacate or discharge from title of the property containing the *Place of Work*, as the case may be, including the posting of security into court. In the event that a lien claim is filed in violation of this *Contract*, the *Contractor* will indemnify and hold harmless the *Owner* for the cost of removing or discharging such lien, including the payment of reasonable legal fees. Upon failure of the *Contractor* to pay or discharge any lien as required hereby within five *Working Days* of (i) the registration of such lien or (ii) notice of the existence thereof from any source, the *Owner* or any other interested party may, but shall not be obligated to, pay, discharge or obtain a bond or security for such lien and, upon such payment, discharge or posting of security therefor, shall be entitled immediately to recover from the *Contractor* the amount thereof together with reasonable costs and expenses incurred by the *Owner* or interested party in connection with such payment or discharge, including legal fees, or to set off all such amounts against any sums owing by the *Owner* to the *Contractor*.”

- SC#64 GC-13.2 Delete paragraphs 13.2.1 and 13.2.2 in their entirety and replace it with the following new paragraphs 13.2.1 and 13.2.2:
- “13.2.1 As of the date of the final certificate for payment, the *Contractor* expressly waives and releases the *Owner* from all claims against the *Owner* including without limitation those that might arise from the negligence or breach of contract by the *Owner* and all claims resulting from acts or omissions which occurred after the *Ready-for-Takeover* date except:
- .1 those made in writing prior to the *Contractor’s* application for final payment and still unsettled; and
  - .2 claims for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 12.1.4 or 12.1.5 of GC 13.1 – INDEMNIFICATION.”
- GC 13.2 – WAIVER OF CLAIMS shall govern over the provisions of paragraph 1.3.1 of GC 1.3 – RIGHTS AND REMEDIES.”
- SC#65 GC-13.2 Delete paragraphs 13.2.3 and 13.2.5 in their entirety and replace it with the following:
- “13.2.3 As of the date of the final certificate for payment, the *Owner* expressly waives and releases the *Contractor* from all claims against the *Contractor* including without limitation those that might arise from the negligence or breach of contract by the *Contractor* except one or more of the following:
- .1 those made in writing prior to the date of the final certificate for payment and still unsettled;
  - .2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this *Contract*;
  - .3 those arising from the provisions of GC 12.1 – INDEMNIFICATION or GC 12.3 – WARRANTY;
  - .4 those arising from the provisions of GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES or from the provisions of GC 9.5 – MOULD and arising from the *Contractor* bringing or introducing any toxic hazardous substances and materials, or mould to the *Place of Work* after the *Contractor* commences the *Work*;
  - .5 damages arising from the *Contractor’s* actions which result in substantial defects or deficiencies in the *Work*. “Substantial defects or deficiencies” mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or whole of the *Work* is unfit for the purpose intended by the *Contract Documents*; and
  - .6 those made in writing within a period of 5 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 period as may be prescribed by any limitation statute of the province or territory of the *Place of Work* and arising from any liability of the *Contractor* for damages resulting from the *Contractor’s* performance of the *Contract* with respect to substantial defects or deficiencies in the *Work* for which the *Contractor* is proven responsible.
- SC#66 GC-13.2 Add the following language after paragraph 13.2.6:
- “13.2.6

Notwithstanding any other provision in this Agreement, no action or failure by the *Owner* will constitute a waiver of any right or duty afforded either of them under the *Contract*, nor shall any such action or failure to act constitute any approval of or acquiescence in the breach thereunder except as may be specifically agreed in writing. For greater clarity, the deemed waiver provisions in the Agreement shall not apply to the *Owner's* rights to claim.”

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END OF SUPPLEMENTARY  
CONDITIONS

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## Exhibit "1

### Statutory Declaration

TO BE MADE BY THE CONTRACTOR WHEN APPLYING FOR PROGRESS PAYMENT  
OR FOR RELEASE OF HOLDBACK, SECURITY DEPOSIT OR BOTH UPON  
SUBSTANTIAL OR TOTAL PERFORMANCE

CANADA ) IN THE MATTER OF THE CONTRACT  
) BETWEEN •,  
PROVINCE OF ONTARIO ) OWNER AND •  
) COMPANY, CONTRACTOR FOR THE  
) •WORK ON PREMISES  
TO WIT: ) LOCATED AT •,  
) IN THE PROVINCE OF [ONTARIO]  
)

I, \_\_\_\_\_ of the \_\_\_\_\_ of \_\_\_\_\_ in the Province of [ONTARIO],  
do hereby DECLARE THAT:

1. I am \_\_\_\_\_ of \_\_\_\_\_, the Contractor named in the Contract abovementioned, and as such have personal knowledge of the facts hereunder declared.
2. All accounts for labour, subcontracts, products, construction machinery and equipment and other indebtedness which may have been incurred by the Contractor in the performance of the Work (as

defined in the Contract) and for which the Owner might in any way be held responsible have been paid in full except holdback monies properly retained.

3. There are no claims for lien registered against the Owner or the Place of the Work (as defined in the Contract) and I am not aware of any grounds supporting any claim for lien against the Owner.
4. I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

**DECLARED** before me at the **[City/Town/etc.]** )

of **[name]** )

in the Province of Ontario )

day of **[month]** 20\_\_ ) \_\_\_\_\_

)

\_\_\_\_\_

A Commissioner, etc.

**Exhibit “2”**

**Contractor’s Health and Safety Instructions**

*[Note: As set out in paragraph 9.4.6, the text of the Contractor’s health and safety directions, instructions, plans and policies of the Contractor with respect to coordination of work and with respect to occupational health and safety related matters will be attached as Exhibit 2.]*

**Exhibit “3”**

**Bonds**

*[Note: As set out in paragraph 11.2.2, if the Contract Documents require surety bonds to be provided, the form of the surety bonds will be attached as Exhibit 3.]*

# RFP-549-2024 - General Contractor Renovation MPAC Pickering, 10th Floor

Opening Date: August 29, 2024 8:00 AM

Closing Date: September 20, 2024 8:00 PM

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**Schedule of Prices**

Prices should be quoted in Canadian Dollars and should include custom duties or tariffs. Prices shall not be subject to adjustment for fluctuation in foreign exchange rates. All prices should be quoted exclusively of any applicable taxes.

\* Denotes a MANDATORY field

Do not enter \$0.00 unless you are providing the line item at zero dollars to MPAC. If the line item and/or table is NON-MANDATORY and you are not bidding on it, leave the table and/or line item blank.

The Respondent hereby confirms to enter into the "Agreement" referred to and to supply and do all or any part of the work which is set out as outlined in their proposed submission, at the unit prices, and/or lump sums, hereinafter stated.

**Pricing**

Overhead and Profit percentage offered is based on the work outlined in the RFP.

Any subsequent change orders required during the course of the contract are not to exceed 5%.

There is no separate pricing for this Tender.

Line Item	Description	Contractor/Subcontractor *	Amount (CAD\$) *	Overhead % *	Profit % *	Total Bid Amount (excluding HST) *
1	Demolition					
2	Rough Carpentry					
3	Door & Frames					
4	Finished Carpentry					
5	Finishing Hardware					
6	Lighting & Egress Fixtures					
7	Electrical					
8	Data Cabling & Patch Panel					
9	Glass, Glazing & Film					
10	Drywall & Acoustics					
11	Ceilings					
12	Floor Finishes & Base					
13	Painting & Wall Finishes					
14	Mechanical & HVAC					
15	Air Balancing (certified balancer required)					
16	Post Construction Cleaning					
17	Site Supervision					
18	General Conditions					
19	Closeout Documents (as-builts, warranties manuals)					
20	Separate Price - Item 1					
21	Separate Price - Item 2					
22	Separate Price - Item 3					
23	Bonding					

**Specifications**

**Respondent Information Form**

Line Item	Description	Response
1	Respondent's registered legal business name and any other name under which it carries on business:	
2	Respondent's registered legal business name applicable to the contract, if awarded this RFP (if different from above):	
3	Company Address:	
4	Company Telephone Number:	
5	Name of RFP Contact Person:	
6	Telephone Number for RFP Contact Person:	
7	Email Address for RFP Contact Person:	
8	Name of Contract Representative (if awarded):	
9	Telephone Number for Contract Representative (if awarded):	
10	Email Address for Contract Representative (if awarded):	
11	Please specify whether the Respondent is an individual, a sole proprietorship, a corporation, a partnership, a joint venture, an incorporated consortium or a consortium that is a partnership or other legally recognized entity. If the Respondent is another legally recognized entity, please specify in the provided space.	
12	Name(s) of the proprietor where the Respondent is a sole proprietor; each of the directors and officers where the Respondent is a corporation; each of the partners where the Respondent is a partnership; and applicable combinations of these when the Respondent is a joint venture whichever applies:	
13	Jurisdiction of incorporation of the Respondent:	

**Regulatory Matters**

Respondent to enter their HST number in the response column or N/A if not applicable for line 1.

Respondent to enter their firm number in the response column or N/A if not applicable for line 2.

Line Item	Description	Response *	Response *
1	With respect to the Excise Tax Act, we are either:	Select A Value ▾	
2	With respect to the Workplace Safety and Insurance Board (Ontario), we are either:	Select A Value ▾	

**Joint Venture Form**

The Respondent must also upload a joint venture letter and power of attorney pursuant to RFP Section 3.9 for each Joint Venture Participant. This letter should be uploaded in the documents section of the submission form.

We will not be submitting for Joint Venture Form

Line Item	Name of Person/Firm	Whether Sole Proprietor, Partnership or Corporation	Role in Joint Venture	Representative Signing Proposal	Position of Representative
1		Select A Value ▾			
2		Select A Value ▾			
3		Select A Value ▾			
4		Select A Value ▾			
5		Select A Value ▾			

**Confidential Information**

Line Item	Description	Response *	Comments *
1	We confirm that we have had access to MPAC confidential information, other than the RFP Documents themselves, with respect to this RFP Process.  If selecting "Yes", Respondent to disclose what confidential information they've had access to in the comments box. If selecting "Not Applicable" please enter "N/A" in the comments box.	Select A Value ▾	
2	We confirm that we have not had access to any confidential information relating to the RFP Process, other than the RFP Documents.  If selecting "Yes", Respondent to enter the word "confirmed" in the comments box. If selecting "Not Applicable", please enter "N/A" in the comments box and select "Yes" for Line Item 1 and explain.	Select A Value ▾	

## Project Management

MPAC's requirements include but are not limited to the list provided in the table. Using the table provided here, Respondents shall confirm the following and provide supporting comments.

Line Item	MPAC Project Management Requirements	Respondents' confirmation (Yes/No). *
1	Review of overall requirements of the space with MPAC staff and property management	<input type="radio"/> Yes <input type="radio"/> No
2	Develop detailed construction schedule and maintain such schedule in coordination with MPAC staff, Prime Consultant and Project Manager	<input type="radio"/> Yes <input type="radio"/> No
3	Prepare and issue shop drawings to the Prime Consultant, maintain tracker of shop drawing status	<input type="radio"/> Yes <input type="radio"/> No
4	Supervision and coordination of the work to provide the most effective and efficient means of construction	<input type="radio"/> Yes <input type="radio"/> No
5	Coordinate project meetings and prepare and distribute all minutes	<input type="radio"/> Yes <input type="radio"/> No
6	Provisioning of materials and construction equipment, coordinating delivery, rigging, core drilling, etc.	<input type="radio"/> Yes <input type="radio"/> No
7	Coordinate delivery schedules and supervise installation of all items	<input type="radio"/> Yes <input type="radio"/> No
8	Coordinate and enforce a quality control program	<input type="radio"/> Yes <input type="radio"/> No
9	Implement and enforce a safety program	<input type="radio"/> Yes <input type="radio"/> No
10	Coordinate equipment start-up, test, and systems integration programs	<input type="radio"/> Yes <input type="radio"/> No
11	Conduct final inspections to ensure compliance with design drawings/specifications and be responsible for deficiency report and completion of project punch list	<input type="radio"/> Yes <input type="radio"/> No
12	Coordinate with various consultants such as interior designers, engineers, security and consultants contracted by MPAC in providing services to MPAC	<input type="radio"/> Yes <input type="radio"/> No
13	Ensure regular communication with key MPAC staff and Prime Consultant for final decisions, selections, and acquisitions	<input type="radio"/> Yes <input type="radio"/> No
14	Ensure project occupancy and closure within jurisdictions	<input type="radio"/> Yes <input type="radio"/> No
15	Coordinate as-built drawings and warranty certificates, assembly of owner's manuals, instructions, test reports, approved shop drawings, all other close out documents, and coordinates and oversee client training and system turnover	<input type="radio"/> Yes <input type="radio"/> No

**General Requirements**

Respondents to ensure the general requirements for all elements of the project are clearly defined in the construction schedule.

MPAC requirements include but are not limited to the list provided in the table. Using the table provided in bids&tenders, Respondents shall confirm the following and provide supporting comments.

MPAC Requirements	Respondents confirmation (Yes/No) *	Supporting comments required. *
Demolition: remove and dispose of all existing materials not required for MPAC's new office	<input type="radio"/> Yes <input type="radio"/> No	
Modifications as required to existing T-bar grid and ceiling tiles, replace damaged ceiling tiles where grid is to remain;	<input type="radio"/> Yes <input type="radio"/> No	
Supply and install of new flooring as noted, modifications to existing flooring to remain;	<input type="radio"/> Yes <input type="radio"/> No	
Protection of all existing installations, materials, fixtures, and other items that exist on site;	<input type="radio"/> Yes <input type="radio"/> No	
Supply and install of all new or modifications to existing door packages, glazing, frames, film, and hardware;	<input type="radio"/> Yes <input type="radio"/> No	
New drywall, patching existing drywall, drywall infill as noted, sanding, priming, and painting of all partitions as noted;	<input type="radio"/> Yes <input type="radio"/> No	
Modifications to or supply of new millwork for business center(s) & lunch room serveries;	<input type="radio"/> Yes <input type="radio"/> No	
Mechanical work including plumbing, heating, ventilation, and air conditioning work, supplementary fresh air supply, including modification to existing ducting, balancing, and fire protection as noted;	<input type="radio"/> Yes <input type="radio"/> No	
Electrical work including install of any new lighting, supply & install of specialty lighting, lighting controls, power distribution, installation of furniture harnesses, data cabling and life safety requirements;	<input type="radio"/> Yes <input type="radio"/> No	
Overall access and co-ordination of all materials required to complete the project as noted, including any rigging, and hoisting where required;	<input type="radio"/> Yes <input type="radio"/> No	
Core drilling and saw cutting, where required;	<input type="radio"/> Yes <input type="radio"/> No	
Supply and install of new hardware;	<input type="radio"/> Yes <input type="radio"/> No	
Modifications to existing fire protection and life safety systems;	<input type="radio"/> Yes <input type="radio"/> No	
Coordination for the installation of security system (N.I.C)	<input type="radio"/> Yes <input type="radio"/> No	
Coordination for the installation of sound masking system (N.I.C)	<input type="radio"/> Yes <input type="radio"/> No	
Post-construction site cleaning using professional cleaners;	<input type="radio"/> Yes <input type="radio"/> No	

All references stated shall be for the same or similar scope as the one described in this Bid.

For newly formed business entity including, corporations, partnerships and sole proprietors or a Contractor teaming arrangement you shall state below in the Client Column that you were not the "Contractor" for the named project and should state whose past experience on the named project is relevant to that reference.

**Project References**

Respondents shall describe three (3) projects completed within the last five (5) years to provide evidence of their experience and expertise in undertaking projects for scopes of work similar to those described in the RFP. Projects shall have been completed before the proposal closing date and time.

Proposed projects may be conducted for clients in either the public or private sector.

Respondents shall provide one (1) reference for each of the three (3) completed projects identified above. The references may be contacted in order to substantiate the Respondents experience. Respondents may not use MPAC as a reference.

Project Scope: *	Project Value: *	Company Name: *	Company Address: *	Contact Name: *	Phone Number: *	Email Address: *	Project Completed on Time and on Budget *
							<input type="radio"/> Yes <input type="radio"/> No
							<input type="radio"/> Yes <input type="radio"/> No
							<input type="radio"/> Yes <input type="radio"/> No

**Sub-Contractors**

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

The Bidder shall state only one (1) subcontractor for each type of work

Bidder(s) shall upon request by the Owner produce a list of references for all or any proposed Subcontractors within three (3) business days.

**Subcontractors**

The Respondent intends to use the following subcontractors to deliver the Goods and/or Services with the consent of MPAC:

**By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "OWN FORCES".**

Line Item	Company Name	Name of Individual (if applicable)	Description of Goods/Services To Be Provided By Subcontractor
1			
2			
3			

**Documents**

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

**A separate document is required for each evaluation criteria. Respondents are not to duplicate information in their response. Responses to each evaluation criteria should include only content relevant to the requirements of that criteria.**

- The Respondent must also upload a joint venture letter and power of attorney pursuant to RFP Section 3.9 for each Joint Venture Participant. (optional)
- Security Documents (optional)
- Comments on the Draft Agreement (optional)
- Agreement to Bond \* (mandatory)
- Project Management (Summary) \* (mandatory)
- Project Construction Schedule \* (mandatory)
- Company Profile & Qualifications \* (mandatory)

**Proposal Submission Form**

With respect to the above noted RFP, we confirm as follows:

1. capitalized terms used in the clauses in this Section shall have the meanings given thereto in the RFP Documents;
2. we have examined the RFP Documents and confirm that we have received all pages of the RFP Documents;
3. we have made any necessary inquiries with respect to Addenda issued by MPAC and have ensured that we have received and examined all Addenda to the RFP Documents;
4. our Proposal is based on the terms and conditions of the RFP Documents;
5. we acknowledge and accept the obligations set out in RFP Section 3.7;
6. we acknowledge and accept the limit of liability set out in RFP Section 9.2;
7. we acknowledge that, except as explicitly provided in RFP Section 3.7 and RFP Section 9.2, the submission of this Proposal creates no legal or contractual obligations or rights on MPAC or the Respondent, all as set out in RFP Section 9.1;
8. the prices contained in our Financial Submission are based on the terms and conditions of the RFP Documents;
9. we understand that any negotiations with MPAC with respect to the Goods and/or Services will assume that we will hold our prices submitted pursuant RFP Schedule C – Financial Submission Requirements and that, in the event we do not hold our prices, MPAC may, in its sole discretion, cease negotiations with us with respect to the Goods and/or Services; and
10. having made all necessary inquiries of our insurers in respect of the insurance requirements of the Final Agreement set out in the RFP Data Sheet,
11. we confirm that we are able to meet the insurance obligations as set out in the RFP Data Sheet and that our prices include the costs associated with such insurance obligations.

I am authorized to bind the Respondent. I understand that by typing my name in the box below, I am signing this Submission Form electronically on behalf of the Respondent. I consent to the use and acceptance of such electronic signature and acknowledge that such electronic signature will have the same force and effect as a handwritten signature.

The bidder shall declare any potential conflict of interest that could arise from bidding on this bid. By checking the "yes" box please disclose the conflict in the available text box.

By checking the "no" box we confirm that we do not have any actual or potential conflict of interest or any other type of unfair advantage in submitting our Proposal or performing or observing the contractual obligations set out in the Draft Agreement (if applicable).

**Yes**    **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		