



REQUEST FOR TENDERS – OPERATIONS CENTRE GARAGE EXPANSION

REQUEST FOR TENDERS	
Requirement	The Town of Orangeville is seeking Bids from experienced contractors to complete the Operations Centre Garage Expansion
RFT#	RFT#2025-166
Issued By	Town of Orangeville 87 Broadway, Orangeville, Ontario, Canada
Issue Date	March 12, 2025
Bidding System	bids&tenders at: https://orangeville.bidsandtenders.ca/Module/Tenders/en/Home/BidsHomepage
Bid Documents	Bid documents are accessible via the Bidding System. The onus is on Bidders to create a Bidding System Contractor account on bids&tenders and register as a plan taker for this RFT.
Site Visit	500 C-Line, Orangeville, ON, March 25, 2025 at 10:00 AM . Attendance not mandatory but strongly recommended.
Submission Deadline	Bids must be received by 2:00 PM ET on April 15, 2025
Questions	Questions related to this RFT must be submitted through the Bidding System using the “Submit a Question” button associated with this specific RFT.
Questions Deadline	The Town will respond to questions and requests received up to 2:00 PM ET on April 8, 2025 .
Bid Delivery Location	Bids must be submitted via the Bidding System noted above.
Successful Bidder Notified	April 2025
Contract Term	See Part 3 Scope of Work
Bid Security	YES – 10% of the amount of the Table 1 - Summary of Divisional Lump Sum Prices For details refer to 5.1 Bid Security of Part 1 – RFT Process, 5.0 Bid Security / Agreement to Bond
Contract Security	YES – For amounts refer to Insurance and Bonding on Part 1 – Schedule 1A Financial Bid Form. Bonding is based on the Table 1 - Summary of Divisional Lump Sum Prices

TABLE OF CONTENTS

PART 1 - RFT PROCESS

- SCHEDULE 1A – SUBMISSION FORMS
 - FINANCIAL BID FORM
 - SUBCONTRACTOR FORM
 - REFERENCE FORMS
 - FORM OF OFFER
- SCHEDULE 1B – BID PROCESS TERMS AND CONDITIONS

PART 2 - DRAFT CONTRACT

PART 3 - SCOPE OF WORK

PART 4 – ADDITIONAL INFORMATION

PART 1 – RFT PROCESS**1. INTRODUCTION**

- 1.1. The Town of Orangeville (the “Town”) is seeking Bids from experienced contractors for the Operations Centre Garage Expansion. The project is a 560 sq.m., 1-storey garage addition with a wash-bay enclosed area and an open bay service area with 3 drive-in overhead garage doors. The Operations Centre is located at 500 C-Line, Orangeville, ON.
- 1.2. The contract is based on CCDC 2 (2020) as detailed in Part 2 of this RFT document. The contract is expected to be established on or around April 30, 2025, and Ready for Take-over Date of October 31, 2025.
- 1.3. For additional details on the Scope of Work, please review Part 3 (Scope of Work) of this RFT.
- 1.4. If there is background information useful to Bidders, this is included in Part 4 (Additional Information).

2. DEFINITIONS

- 2.1. In this RFT, a “mandatory requirement” is any requirement imposed on a Bidder in connection with the RFT process described in Part 1 that is qualified by either the term “shall” or “must”. Except as set out in this RFT, a failure to satisfy a mandatory requirement may lead to disqualification of the Bidder’s Bid.
- 2.2. Capitalized terms have the meanings assigned on the cover page, the body of this RFT or in Schedule 1B (Bid Process Terms and Conditions).

3. RFT OVERVIEW

- 3.1. This RFT is comprised of the following parts:

PART 1 RFT PROCESS	Part 1 of the RFT applies to all Bidders and to the bidding process. It includes a description of the evaluation process, evaluation criteria, Bid submission requirements, and forms to be completed by Bidders. This part also includes the legal terms and conditions that apply to the bid process, see <u>Schedule 1C</u> .
PART 2 DRAFT CONTRACT	Part 2 includes the contract to be executed by the Successful Bidder.
PART 3 SCOPE OF WORK	Part 3 sets out the Scope of Work that will be attached to the Contract. It describes the Goods and Services, including any deliverables, required by the Town and special terms applicable to the Contract, including insurance requirements.
PART 4 ADDITIONAL INFORMATION	Part 4, if included, attaches additional background information provided for Bidders’ information purposes, if any. Part 4 will not form part of the final contract.

4. SITE VISIT

- 4.1. If a Site Visit is noted on the Cover Page, there shall be one site visit on the date and at the location listed as the Site Visit on the cover page.

5. BID SECURITY

- 5.1. Where the cover page indicates bid security is required, each Bid must be a digital bid bond in the amount specified on the cover page. The Bid security will be returned to the unsuccessful Bidders no later than 60 calendar days after the date of notification of Contract Award.

FOR DIGITAL BID BONDS: Bid security must be in the form of a digital bid bond in an electronically verifiable and enforceable (e-Bond) format. The digital bid bond must be uploaded in the Bidding System and must be accompanied by all instruction details necessary for accessing the verification process. For information regarding digital bid bonds, Bidders are encouraged to contact their surety company and refer to the e-bonding information on Surety Association of Canada’s website.

- 5.2. If the Bid is the lowest priced compliant Bid and the Town has elected to award a contract to the Bidder, then Bidder’s withdrawal of the Bid after the Submission Deadline or refusal to enter into the contract for any reason automatically entitles the Town to invoke the protections of the Bid security notwithstanding the fact that the Bidder was not yet notified of its award of contract.

6. BID CONTENTS AND FORMAT

- 6.1. Bids should contain all information and must include the information required by the forms set out in this RFT as follows:

Bid Document	Information Required		UPLOAD / ONLINE FORM
Financial Bid	See Schedule 1A	<input type="checkbox"/>	PDF Upload
		<input checked="" type="checkbox"/>	Online Form
Subcontractor Form	See Schedule 1A	Online Form	
Reference Form	See Schedule 1A	Online Form	
Form of Offer	See Schedule 1A	Online Form	

- 6.2. Bid documents must be submitted via the Bidding System unless otherwise expressly directed by the Town. As noted in the above table, the information should be submitted either via an online form on the Bidding System or uploaded to the Bidding System as a .pdf document. In the event of any inconsistency between Bidder information submitted in an online form vs an uploaded .pdf, the information submitted via the online form shall prevail.

6.3. Bidders are advised of the following additional requirements and terms:

- No contradictions, restrictions, qualification or assumptions. The Bid must not contradict, be restricted or qualified in any manner, including, without limitation, with a statement in a covering letter. If Bidders need additional information, or need to validate assumptions, they must request it from the Town via the Bidding System (and not through any other means) before the Questions Deadline specified on the cover page.
 - Any Bid containing conflicting statements, restrictions or qualifiers may be rejected by the Town as non-compliant.
 - Any conflicts, restrictions, assumptions and qualifiers appearing anywhere in the Bidder’s submission package may be treated by the Town as null and void and are of no effect.
 - As a condition of approving the Bid, any such conflicts, assumptions or qualifiers will be removed from the Bid prior to its incorporation into the Contract.
 - A failure to obtain information to validate any assumptions will be at the Bidder’s risk.
- Bids must be prepared in English.
- No Incorporations by Reference to External Links. Website links or external documents incorporated into a Bid by reference will not be considered to form part of the Bid, will be disregarded by the Town.

7. ADDENDA

- 7.1. Bidders are required to acknowledge receipt of any Addenda through the Bidding System by checking a box on their electronic submission for each Addenda and any applicable attachment as provided on the Bidding System.
- 7.2. If a Bidder submits their Bid prior to the issuance of Addenda, the Bidding System will automatically WITHDRAW the Bid and the bid status will change to an INCOMPLETE STATUS. The Bidder can view this status change in the “MY BIDS” section of the Bidding System. In such event, the withdrawn Bid will not be evaluated. The Bidder will be required to resubmit their Bid.
- 7.3. The Bidder is solely responsible to:
- make any required adjustments to their Bid;
 - acknowledge the Addenda; and
 - if the Bid status is changed to INCOMPLETE STATUS by the Bidding System, ensure the re-submitted Bid is received by the Bidding System no later than the Submission Deadline.

8. SUBMISSION OF BIDS

- 8.1. Bids must be received by the Bidding System by the Submission Deadline specified on the cover page, as may be amended by Addendum. **Failure to ensure a successful on-time Bid submission is at Bidder’s sole and exclusive risk. Neither bids&tenders nor the Town assume responsibility for any Bid not entirely received by the Submission Deadline for any reason.**
- 8.2. A Bid is considered to have been received when the Bid is recorded as received by the Bidding System, not the time the Bid is submitted. The time of Bid receipt shall be determined by the Bidding System’s web clock.

- 8.3. The Bidding System will send a confirmation email to the Bidder advising that their bid was submitted successfully. If no confirmation email is received, Bidders should contact bids&tenders support at support@bidsandtenders.ca.
- 8.4. Bidders are cautioned that Bid transmission can be delayed due to file transfer size, transmission speed and other factors and so Bidders should allow for sufficient time to complete the Bid Submission process to resolve any issues that may arise.
- 8.5. In the event of questions or complications, Bidders should email bids&tenders support (support@bidsandtenders.ca) at least twenty-four (24) hours prior to the closing time and date, if they encounter any problems.
- 8.6. Bids transmitted or delivered to an incorrect location or in any other format (printed vs. electronic) than as specified in this RFT will not be considered.

9. EVALUATION PROCESS

- 9.1. The evaluation process consists of the following steps:

Step 1: Bids will be verified for completeness to ensure all required information is included.

If the Town discovers unintended errors of form or administrative omissions which, for clarity, includes, without limitation, the following unintended errors: there is unintended missing administrative information on a form, the Bidder will be given the opportunity to rectify the deficiency within a prescribed period of time. Failure to rectify the error of form or administrative deficiency in the prescribed period of time may lead to disqualification of the Bid.

A Bid that does not meet the mandatory requirements in this RFT shall not be considered past this Step.

Step 2: The Financial Bids of the Bidders successfully passing Step 1 will be opened.

Step 3: The Preferred Bidder will be the Bidder that meets the requirements of this RFT that has the lowest priced Bid. The Town may contact the references on the Reference Form (see Schedule 1A Submission Forms) to verify the accuracy of the information provided by the Bidder and to obtain a rating as set out on the form. References will be scored as a pass or fail. See rules on the Reference Form. If the Preferred Bidder fails this step, the Town will reject that Bidder's Bid and the next lowest priced eligible Bidder's references will be contacted.

10. AWARD OF CONTRACT

- 10.1. Preferred Bidder. Subject to satisfactory reference checks, if conducted, the Preferred Bidder will enter into a contract with the Town based on the draft Contract included as Part 2 of this RFT.

10.2. Second-ranked Bidder Prequalification. The second-ranked Bidder will be deemed to be pre-qualified to supply the Goods and Services described in this Bid solicitation document for a period of six (6) months following the contract execution with the Preferred Bidder. Should the Contract with the Preferred Bidder be prematurely terminated in the six (6) months following the effective date of the contract, the second-ranked Bidder will be invited, but under no obligation, to enter into a contract based on the prices and other information set out in their Bid.

10.3. Bidders are advised of the following additional requirements and terms:

- No Substantive Changes to Contract Will be Made. The Town may clarify certain aspects of the Contract however no substantive changes will be made to the terms of the Contract.
- Changes to Contract May Only be Proposed/Made During Questions Period. Bidders who wish to propose substantive changes to the draft contract in Part 2 must request changes during the period that is reserved for Questions, as noted on the cover page of this RFT. If the Town is agreeable to making a change, it will be made by way of an Addendum.
- Submission of Bid Confirms Acceptance of the Contract. Submission of Bid shall be deemed to be a full acceptance of the draft contract terms.

11. BIDDERS' RIGHT TO A DEBRIEFING SESSION

11.1. After execution of the Contract, the Town will notify unsuccessful Bidders. Upon request from an unsuccessful Bidder, the Town will conduct a debriefing. Bidders should direct its request for a debrief to bids@orangeville.ca within fifteen (15) business days of receipt of notification that its Bid was unsuccessful. In such debriefing, the Town will discuss the strength and weaknesses of the Bid, but the Town will not disclose or discuss any specific scores, nor will the Town provide confidential information relating to any other Bidder.

12. RFT COMPLAINT RESOLUTION

12.1. In the event a Bidder wishes to review the decision of the Town in respect of any material aspect of the RFT process, the Bidder should direct its complaint in writing to bids@orangeville.ca within five (5) business days of discovering the basis for a protest. Where an unsuccessful Bidder wishes to make a complaint about the Bid process upon learning it was unsuccessful, the Bidder is required to attend a debriefing session prior to submitting a complaint about the RFT process.

12.2. Any complaint must be in writing and shall include the following details:

- A specific identification of the provision(s) or procedure that is alleged to have been breached.
- A specific description of each act alleged to have breached the process.
- A precise statement of the relevant facts.
- An identification of the issues to be resolved.
- The Bidder's argument and supporting documentation.
- The Bidder's requested remedy.

12.3. The Town will seek to respond to the complaint in writing within ten (10) business days. In the event the Bidder is not satisfied with response provided, they can request a meeting with the Town Department Head responsible for this RFX process.

- 12.4. If no resolution satisfactory to both parties has been achieved at the initial meeting, the Bidder will have three (3) business days from the date of the meeting with the Department Head to make a formal written request to meet with the Department Head and CAO regarding the protest. The Department Head and CAO will make the final decision regarding the complaint, which decision will be provided to the Bidder in writing.

SCHEDULE 1A – SUBMISSION FORMS

ATTACHED ARE:

FINANCIAL BID FORM*
SUBCONTRACTOR FORM*
REFERENCE FORM *
FORM OF OFFER*

*: The forms denoted with a * are included in the RFT document for Bidder reference purposes only. The information required on these forms must be entered into the electronic forms available on the Bidding System.

SCHEDULE 1A**FINANCIAL BID FORM****FINANCIAL BID / BASIS OF PAYMENT**

Bidders must complete the table(s) below and submit this completed form as their Financial Bid. The following Table 1: Summary of Divisional Lump Sum Prices is included in the Contract price. Do not include applicable taxes.

The prices shall be fixed for the term of the Contract and except as expressly stated, the prices are firm, all-inclusive rates including all labour, materials, overhead, profit, taxes and all other costs associated with providing all the work, and carrying out the activities outlined in the Scope of Work and the Contract.

The Total Financial Bid (Sum of Tables 1, 2 and 3 below) will be used for the purposes of evaluating the lowest bid. The Contract price will be based on Table 1: Summary of Divisional Lump Sum Prices.

Table 1: Summary of Divisional Lump Sum Prices (excluding all applicable taxes)

Item	Description	Price (excl sales tax)
1.1	Division 1 – General Requirements	\$
1.2	Division 2 – Site Works	\$
1.3	Division 3 – Concrete	\$
1.4	Division 4 – Masonry	\$
1.5	Division 5 – Metals	\$
1.6	Division 6 – Carpentry	\$
1.7	Division 7 – Thermal & Moisture Protection	\$
1.8	Division 8 – Doors and Windows	\$
1.9	Division 9 – Finishes	\$
1.10	Division 11 – Equipment	\$
1.11	Division 12 – Furnishings	\$
1.12	Division 13 – Control and Instrumentation	\$
1.13	Division 15 – Mechanical	\$
1.14	Division 16 – Electrical	\$
	TOTAL PRICE (EXCLUDING SALES TAX)	\$

Table 2 – Summary of Cash Allowance (excluding all applicable taxes)

Item No.	Item	Amount
2.1	Cash Allowance (per Section 01 21 00)	\$225,000.00
TOTAL AMOUNT FOR ITEM 2.0 – CASH ALLOWANCE		\$225,000.00

Table 3 – Summary of all Provisional Items (excluding all applicable taxes)

Item No.	Item	Quantity	Unit	Unit Price	Amount
3.1	Excavation in all kinds of material except rock, including removal of surplus materials.	50	m ³	\$	\$
3.2	Supply and place into any excavation or as fill				
	(i) Granular "A"	10	m ³	\$	\$
	(ii) Granular "B"	10	m ³	\$	\$
	(iii) Select Fill	50	m ³	\$	\$
	(iv) Clear Crushed Stone	5	m ³	\$	\$
	(v) Sand	10	m ³	\$	\$
	(vi) Topsoil	20	m ³	\$	\$
	(vii) 5 MPa fill concrete	10	m ³	\$	\$
3.3	Concrete in place as specified including formwork and finishing but excluding reinforcing steel				
	(i) 30 MPa concrete slabs on grade and equipment bases	10	m ³	\$	\$
	(ii) 30 MPa concrete curbs	10	m ³	\$	\$
	(iii) 20 MPa concrete	5	m ³	\$	\$
3.4	Supply and placement of reinforcing steel	5	tonnes	\$	\$
3.5	(i) Polyurethane injection of wall or floor joints	50	m	\$	\$
	(ii) Polyurethane injection of wall or floor cracks	100	m	\$	\$
3.6	Additional labour requirements (labour rates to include payroll burden, overhead and profit)				
	(i) Foreman	50	hr	\$	\$
	(ii) Skilled Labourer	25	hr	\$	\$
	(iii) Common Labourer	50	hr	\$	\$
	(iv) Heavy Equipment Operator	25	hr	\$	\$
	(v) Carpenter	25	hr	\$	\$
	(vi) Electrical	25	hr	\$	\$
	(vii) Plumber	25	hr	\$	\$
	(viii) Pipe Fitter	25	hr	\$	\$
	(ix) Painter	25	hr	\$	\$
	(x) Mill Wright	25	hr	\$	\$

Item No.	Item	Quantity	Unit	Unit Price	Amount
3.7	Removal and disposal of unsuitable material from project site (non-contaminated)	50	m ³	\$	\$
3.8	Removal and disposal of contaminated material from project site	20	m ³	\$	\$
TOTAL AMOUNT FOR ITEM 3.0					

Summary Table	
Table 1 – Summary of Divisional Lump Sum Prices (excluding all applicable taxes)	\$
Table 2 – Cash Allowance (excluding all applicable taxes)	\$ 225,000.00
Table 3 – Summary of all Provisional Items (excluding all applicable taxes)	\$
TOTAL FINANCIAL BID	\$

Payment Terms and Conditions

1. All monetary values are to be stated in Canadian dollars and are exclusive of HST and other applicable taxes.
2. Price ranges are not permitted. If price ranges are proposed, the Financial Bid evaluation will be based on the highest price in the price range.
3. **Invoicing for Services – Monthly Progress Payments:** In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Town will make monthly payments to the Contractor based on progress of the work specified in the Scope of Work and for the prices listed in the Contract, subject to the applicable holdback and other terms of the Contract.

Insurance and Bonding

1. Insurance requirements are as detailed in CCDC 41 (2020).
2. Bonding requirements are as detailed in section 85.1 of the Ontario *Construction Act* for public contracts. Bidders are expected to provide the bonds in the amount of 50% of the **Table 1 - Summary of Divisional Lump Sum Prices only.**

3. For additional details, see Draft Contract in Part 2.

**SCHEDULE 1A
REFERENCE FORM
(FOR INFORMATION PURPOSES ONLY - FORM TO BE COMPLETED ONLINE)**

THREE (3) REFERENCES MUST BE PROVIDED USING THE ONLINE FORM.

THE TOWN CANNOT BE LISTED AS A REFERENCE.

To obtain a “pass”, the reference must: (a) confirm the material accuracy of the information provided as to the past project or engagement, (b) be from a relevant and similar past project in the last 10 years, and (c) rate the Bidder at a 2 or higher based on the rated questions below.

If the Town is listed as a reference, or a reference rates the Bidder at lower than a 2, the Bidder will be given one opportunity to provide an alternative reference and the alternative reference must achieve a “pass”.

If the reference either disputes or does not confirm the material accuracy of information, the reference will not pass, and there will be no opportunity to provide an alternative reference. Where an alternative reference is permitted, and the alternative reference disputes or does not confirm the material accuracy of information or scores a Bidder as a 1 on any question, the alternative reference will not pass and there will no further opportunity to provide alternative references.

For additional clarity, all three references must “pass” to achieve an overall pass on the reference check.

Only the Preferred Bidder’s references may be contacted.

THE FOLLOWING INFORMATION MUST BE PROVIDED FOR 3 SEPARATE PROJECTS/REFERENCES:

Reference Organization name:	See online form
Reference Contact person:	
Address:	
Email:	
Phone number:	
Engagement title:	
Description of Project (project size, relevancy / similarity, completion date, role of Bidder):	
Location:	

**SCHEDULE 1A
FORM OF OFFER
(FOR INFORMATION PURPOSES ONLY - FORM TO BE COMPLETED ONLINE)**

1. Bidder Information

The full legal name of the Bidder:	To be entered into the Bidding System
The jurisdiction under which the Bidder was incorporated or otherwise established:	
Bidder office address:	
Bidder Contact Person:	
Name:	
Title:	
Telephone:	
Email:	

2. Addenda

The Bidder confirms it has received all addenda.

The number of addenda received:	To be entered into the Bidding System
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3. Unfair Advantage and Conflict of Interest Statement

Bidder has reviewed the definitions of Unfair Advantage and Conflict of Interest set out in this RFT.

	Potential Unfair Advantage/ Conflict of Interest? (Yes or no)	If yes, please set out the details of the actual or potential Unfair Advantage/Conflict of Interest below:
Is there an actual or potential Unfair Advantage or Conflict of Interest, relating to the preparation of its Bid, or if the Bidder foresees an actual or potential Unfair Advantage or Conflict of Interest in performing the contractual obligations contemplated in the RFT?	To be entered into the Bidding System	

Where, in its sole discretion, the Town concludes that an Unfair Advantage and/or Conflict of Interest arises, it may, in addition to any other remedy available to it at law or in equity, disqualify the Bidder's Bid, or terminate the Contract.

4. Acknowledgement of Town's Limitation of Liability

Without limiting the language of the limitation of liability in the Bid Process Terms and Conditions, the Bidder acknowledges that the Town's liability to the Bidder and the aggregate amount of damages recoverable against the Town for any matter relating to or arising from an action or claim in tender law, administrative law, contract, warranty, equity, negligence, or otherwise in connection with this procurement, including any action or claim arising from the acts or omissions, negligent or otherwise, of

the Town, shall be no greater than the lesser of (a) Bid preparation costs that the Bidder seeking damages from the Town can demonstrate and (b) one thousand dollars (\$1,000) Canadian.

5. Offer

The Bidder has carefully examined the Town’s tender documents and clarified any ambiguities prior to finalizing its Bid. By submitting its Bid, the Bidder agrees to the terms, conditions and provisions of the tender documents and offers to provide the goods and/or services (as applicable) in accordance therewith based on the information in Bidder’s Bid.

**SCHEDULE 1B
BID PROCESS TERMS AND CONDITIONS**

1. DEFINITIONS

1.1. In this RFT, the following terms and expressions have the meanings assigned below:

- a) “Addenda” or “Addendum” means a written amendment to this RFT issued by the Town via the Bidding System.
- b) “Bid” means individually and collectively, the Technical Bid and the Financial Bid submitted by a Bidder in response to this RFT.
- c) “Bidder” means an individual or organization that submits a Bid in response to this RFT.
- d) “Bid Process” means the overall process for the selection of a Preferred Bidder for the Services, including, but not limited to, the RFT.
- e) “Conflict of Interest or Unfair Advantage” includes, but is not limited to, any situation or circumstance where, as determined by the Town acting in sole discretion:
 - (i) in relation to the RFT process, the Bidder has or may have, an unfair advantage or engages in conduct directly or indirectly, that gives, or may appear to give it an unfair advantage, including:
 - working with a current or previous Town employee or consultant with relevant inside knowledge;
 - being in possession of or having access to information that is confidential to the Town that is: (a) relevant to the preparation of its Bid; and (b) not available to other Bidders;
 - communicating with any person with a view to influencing preferred treatment in the RFT process; or
 - engaging in any other conduct that compromises or could be seen to compromise the integrity of the RFT process;
 - (ii) in relation to the performance of its contractual obligations with the Town, the Bidder’s other commitments, relationships or financial interests:
 - could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or
 - could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations.
- f) “Contract” means the written agreement to be entered into between the Preferred Bidder and the Town in the form attached as Part 2 (Contract).
- g) “Financial Bid” means the response to the financial requirements of the RFT.

- h) “Preferred Bidder” and “Successful Bidder” mean the Bidder with the highest scores following the applicable step of the evaluation process.
- i) “RFT” means this Request for Tenders.
- j) “Scope of Work” means the scope of work describing the Services set out in Part 3.
- k) “Submission Deadline” has the meaning as set out on the cover page.

2. ACCEPTANCE OF RFT

- 2.1. By submitting a Bid, a Bidder accepts to be bound by all the terms and conditions of this RFT.

3. INFORMATION IN RFT ONLY AN ESTIMATE

- 3.1. The Town makes no representation or warranty as to the accuracy of the information contained in this RFT or issued by way of Addenda. Any quantities shown or data contained in this RFT or provided by way of Addenda are estimates only and are for the sole purpose of indicating to Bidders the general scale and scope of the Services and any related deliverables.

4. AMENDMENTS AND WITHDRAWAL OF BIDS

- 4.1. Bidders may edit or withdraw their Bid Submission prior to the Submission Deadline. Bidders are solely responsible to ensure the re-submitted Bid is received, or the Bid Submission is withdrawn, through the Bidding System no later than the Submission Deadline.

5. BIDDER QUESTIONS, CLARIFICATIONS

- 5.1. It is the Bidder’s responsibility to seek clarification, ask for information needed to submit responsive bid that is not included in the RFT, and to ask questions in respect of any part of this RFT that it determines is unclear or that is, or appears to be, erroneous before submitting its Bid. The Town assumes no responsibility for Bidder’s failure to seek such information or clarification.
- 5.2. All questions, requests for clarification or request for changes to the RFT must be made by the Questions Deadline specified on the cover page and must be submitted via the Bidding System as instructed on the cover page. The Town does not commit to respond to any questions or requests submitted after the Questions Deadline. Submission of a Bid without receiving a response is at the Bidder’s sole risk.
- 5.3. The Town will make reasonable efforts to provide Bidders with written responses to all questions and requests subject to the provisions of this RFT. The Town may, in its sole discretion: edit the question or request for clarity; exclude questions or requests that are either unclear or inappropriate; and answer similar questions or requests posed by various Bidders only once.

6. ADDENDA

- 6.1. If the Town, for any reason, determines that it is necessary to provide additional information amending this RFT, such information will be communicated to all Bidders by Addendum. Each

Addendum forms an integral part of this RFT and may contain important information, including significant changes to this RFT. Addenda will be posted in the same manner as the RFT. Bidders are solely responsible for obtaining all Addenda issued by the Town and the Town has no obligation to confirm receipt of Addenda by Bidder.

7. EQUIVALENTS

- 7.1. When a component is specified by its trade or other name (whether such name is followed by the phrase 'or approved equivalent' or not), the Town will consider Bids proposing equivalent services that demonstrably fulfil the requirement of the procurement. Whether the equivalent good or service demonstrably fulfills the requirement will be determined in the Town's sole and absolute discretion. Bidders should request the Town's opinion on the acceptability of an equivalent good or service as soon as possible and, ideally, prior to submitting their Bid so as to avoid unnecessary investment in Bid preparation effort.

8. BIDS ARE IRREVOCABLE OFFERS

- 8.1. By submitting a Bid, the Bidder: submits an irrevocable offer, which is firm, in effect and open for acceptance **for ninety (90) calendar days** (the "**Irrevocability Period**"); and agrees, if the Town deems it necessary to extend the Irrevocability Period stated above, to extend the Irrevocability Period, unless the Bidder revokes its Bid in writing within 5 calendar days of notice of such extension by the Town.

9. UNBALANCED PRICES AND ERRORS IN CALCULATIONS

- 9.1. Bids that contain prices which appear to be so low or unbalanced as likely to affect adversely the interests of the Town may be rejected. In such situations, the Town may request additional information from the Bidder to provide evidence that the proposed prices do not compromise the successful delivery of the Services. This may require the Bidder to justify and explain its cost structure, including Bidder's actual costs, assumed profit and overhead. If the Town determines, acting reasonably, that the Bidder would not be able to supply the services with a reasonable profit, this will result in a disqualification of the Bid.
- 9.2. Wherever in a Bid the amount proposed for an item does not agree with the extension of the estimated quantity and the proposed unit price, the unit price shall govern, and the total amount shall be corrected accordingly and used for evaluation purposes.

10. BIDS WITH IDENTICAL PROPOSED PRICES

- 10.1 In the event of a tie between Bid prices, the Bidders will be invited to resubmit the Financial Bid Form to provide its a best and final offer. Where the Bids remain tied, the successful Bidder will be selected on the basis of a coin toss witnessed by each tied Bidder.

11. TOWN'S RIGHTS AND PRIVILEGES

- 11.1. Notwithstanding any other provisions of this RFT, the Town reserves the right, in its discretion and without any liability to any Bidder, to:

- a) Amend the scope, schedule, or details of the Scope of Work, or modify, cancel, amend, supplement, clarify or suspend the whole or any part of this RFT at any time for any reason.
 - b) Accept or reject any Bid or disqualify a Bidder based on a failure to comply with the requirements or provisions of this RFT. The lowest price Bid or any Bid will not necessarily be accepted.
 - c) Waive any non-material deficiency, irregularity or non-compliance with the requirements of this RFT.
 - d) Disqualify any Bidder whose Bid contains misrepresentations or any other inaccurate or misleading information relating to matters which the Town, in its sole discretion, considers material.
 - e) Reject the Bid of any Bidder that obviously does not have sufficient capital, plant, experience or qualified resources to successfully prosecute and complete the work in the specified time.
 - f) If deemed to be in the public interest, if only one Bid is received, cancel the RFT and the Town may enter into negotiations on the pricing and the contract with that Bidder.
 - g) Cancel this RFT at any time up until execution of the Contract by the Town and the Preferred Bidder.
 - h) Re-advertise for new Bids or enter into negotiations for the services or for services of a similar nature following termination of this RFT.
 - i) Verify with any Bidder, or with a third party any information contained in or submitted as part of the Bid and reject a Bid that the Town discovers contains misleading or inaccurate information.
 - j) Award a contract for only part of the Services.
 - k) Amend any terms and conditions of this Bid and of the business opportunity described in this Bid including severing any portion of this Bid.
 - l) Change the dates, schedule, deadlines, process and requirements described in this RFT.
- 11.2. Without limitation to any other rights of the Town hereunder, in order to ensure the integrity, openness and transparency of the procurement process, the Town may, in its sole discretion, reject or refuse to consider any Bid from a Bidder found by the Town to be an undesirable or unacceptable contractor. Examples of potential grounds for ineligibility include but are not limited to: engaging in irregular or fraudulent billing practices; delivery of services to the Town which did not meet warranties or industry standards; failing to meet other obligations under pre-existing contracts with the Town. For additional grounds please see the Town’s Procurement Policy available at www.orangeville.ca, by searching “procurement policy”.

- 11.3. Any failure of a Bid or a Bidder to meet the requirements of this RFT may result in disqualification of the Bidder or rejection of its Bid at the Town’s sole discretion. Bids that are incomplete, conditional, illegible or obscure, may be rejected.
- 11.4. In the event that all Bids are non-compliant, the Town may resubmit a modified RFT only to the original Bidders, enter into negotiations with any one of the non-compliant Bidders, or any number of non-compliant Bidders on any or all aspects of their Bids or the resulting Contract, following the notice to Bidders that all Bidders were non-compliant.
- 11.5. Notwithstanding anything to the contrary in this RFT, this RFT does not commit the Town in any way to proceed to select a Preferred Bidder or enter into a Contract and, the Town may at any time (whether before or after the Submission Deadline) terminate the RFT and elect to proceed in some other manner without any liability whatsoever to any Bidder.

12. LIMITATION OF LIABILITY

- 12.1. Each Bidder, by submitting a Bid, irrevocably waives any claim, action or proceeding against the Town, including without limitation claims for damages, expenses or costs including costs of preparation of a Bid, cost of participation in the processes described in the RFT, loss of anticipated profits, loss of opportunity, legal fees or for any other matter. For greater clarity and without limitation, each Bidder specifically agrees that it will have absolutely no claim against the Town nor any representative of the Town for any reason whatsoever and the Town shall have no liability to the Bidder whether in contract, tort, equity or other principle of law, including without limitation if the Town does not select a Preferred Bidder; suspends, cancels or in any way modifies the requirements, the RFT; or accepts any compliant or non-compliant Bid.
- 12.2. Each Bidder waives any and all claims for compensation whatsoever against the Town for all losses of any nature, whether direct or indirect and whether foreseeable or not, including for loss of profits or loss of opportunity.
- 12.3. If, notwithstanding the above, a Bidder is determined by a court of competent jurisdiction to be entitled to compensation arising from this RFT or for the actions of the Town or any representative, including without limitation any exercise the Town’s sole and absolute discretion, Bidders expressly acknowledge and agree by submitting a Bid that the total maximum compensation for, without limitation, any and all direct and indirect damages, economic losses, profits, opportunities, expenses, costs or other losses, whether or not foreseeable, either individually or cumulatively, is limited to one thousand dollars (\$1,000.00).

13. CONFIDENTIALITY AND MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- 13.1. By submitting a Bid, Bidders acknowledge that the contents of their Bid will be disclosed to the Town’s staff, advisors and consultants. The Town will use reasonable efforts to protect pricing, commercial terms and other sensitive and confidential information provided by the Bidders and identified as being confidential information (the “**Bidder Confidential Material**”) however the Town accepts no liability in the event that the Bidder Confidential Material, or any part of it, is disclosed even if the Town, its advisors, staff, or consultants may have been negligent with respect to such disclosure.

13.2. Bidders are advised that all Bid documents and other records in the custody of or under the control of the Town are subject to the *Municipal Freedom of Information and Protection of Privacy Act*, RSO, 1990 or any other applicable information or privacy legislation.

14. PUBLIC STATEMENTS, LOBBYING, CONFLICTS

14.1. Bidders shall not publish, issue or make any statements or news release, electronic or otherwise, concerning their or any other Bid, the RFT, the evaluation of the Bid, or the award of the Contract or cancellation of the RFT, without the express prior written consent of the Town.

14.2. Bidders must not engage in any form of, political or other lobbying whatsoever with respect to this RFT, or otherwise attempt to influence the outcome of the RFT process directly or indirectly by any manner whatsoever other than by submitting a Bid. This includes but is not limited to the communication of the amount of any tender, adjusting the amount of any tender by arrangement with any other person, making any arrangement with any other person about whether or not it or that other person should or should not tender, or otherwise collude with any other person in any manner whatsoever in the tendering process until the Preferred Bidder is notified by the Town of the outcome of the tender exercise. In the event of any such activity, the Town may at any time, disqualify any Bidder or reject any Bid by that Bidder without further consideration, or may impose such conditions on that Bidder's continued participation as the Town may consider in the public interest or otherwise appropriate.

14.3. Bidders must disclose in writing to the Town at the earliest opportunity, any present or potential Conflict of Interest, including any Conflict of Interest involving any member of the Town or staff employed in any capacity by the Town. The Town reserves the right to disqualify a Bidder and reject the Bid from any Bidder having a Conflict of Interest that, in the sole and unfettered discretion of the Town, cannot be managed or minimized.

14.4. Failure to abide by this Section may result in the disqualification of the Bidder and rejection of its Bid.

15. OBLIGATION TO DISCLOSE CONFLICTS AND UNFAIR ADVANTAGES

15.1. Bidders must disclose in writing to the Town at the earliest opportunity, any present or potential Conflict of Interest or Unfair Advantage.

15.2. The Town reserves the right to disqualify a Bidder and/or reject the Bid from any Bidder having a Conflict of Interest or Unfair Advantage that, in the sole and unfettered discretion of the Town, cannot be managed or minimized and that unduly compromises the integrity of the procurement process or the independence of the Contractor.

15.3. The Town also reserves the right to terminate any contract awarded to a Bidder that is subsequently discovered to have had a Conflict of Interest or Unfair Advantage which the Bidder failed to disclose.

16. NO COLLUSION OR BID RIGGING

16.1. By submitting a Bid, a Bidder certifies that:

- a) the prices in their Bid have been arrived at independently from those of any other bidders;

- b) the prices in their Bid have not been knowingly disclosed by the Bidder, and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly to any other bidder or competitor; and
- c) no attempt has been made, nor will be made, to induce any other person to submit, or not to submit a Bid, for the purpose of restricting competition.

16.2. Bidder acknowledges that (a) a violation of this provision may violate the *Competition Act*; and (b) if there is a violation, it may result in the imposition of serious fines and possibly imprisonment. For more information on this topic, visit the Competition Bureau website.

17. PROCUREMENT POLICY

17.1. The Town's Procurement Policy (available on the Town's website at Orangeville.ca) may assist in the interpretation of certain provisions of this RFT but is not deemed to be incorporated as a part of the RFT. To the extent of a conflict between this RFT and the Town's Procurement Policy, the provisions of this RFT shall prevail for purposes of determining the Town's obligations.

18. MISCELLANEOUS

18.1. This RFT shall be interpreted and construed in accordance with laws of Canada and the applicable laws of the Province of Ontario. If any provision of this RFT is in conflict with any statute or rule of law or is determined by a court of competent jurisdiction to be illegal or unenforceable, then such provision will be automatically amended only as needed to remove the conflict, illegality or unenforceability. All of the other provisions of the RFT will remain as they are and in full force and effect.

PART 2 – DRAFT CONTRACT

CCDC 2 (2020) will be used as the basis for the contract, as modified by these Additional Contract Terms and Supplementary Conditions.

Additional Contract Terms

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|-----------------------------|----|--|
| 1. Contract | .1 | The Standard Construction Document CCDC2 Stipulated Price Contract 2020, the related Supplementary Conditions attached to this RFT, and these Additional Contract Terms, shall form part of the Contract Documents. Project will have a formal CCDC2 Stipulated Price Contract issued that will be signed by the Owner and Contractor and sealed by CCDC 2 copyright seal. |
| 2. Definitions | .1 | "Owner" and "Town" are synonymous. |
| 3. Other Contractors | .1 | Other Contractors, Subcontractors and the Town's own forces, may be performing work on the site at the same time as the Work is being done under this Contract. The Contractor shall provide all reasonable co-operation and collaboration with these other forces to ensure a timely completion of the Work, taking into consideration and without undermining its exclusive role as the "constructor" under health and safety regulations. |
| 4. Progress Claims | .1 | Unless otherwise agreed, the Contractor shall issue monthly Proper Invoices for the duration of the project. |
| | .2 | Bidders should note that all invoices and supporting materials are to be received by the Consultant, acting on behalf of the Town for this purpose, no later than the 25th of each month. |
| 5. Use of the Site | .1 | Carry out the Work so as to have the least possible interference and disturbance to the normal use of the premises. |
| | .2 | Maintain services to existing building and provide for personnel and vehicle access. |
| | .3 | Restrict construction access to and from site to approved location. Do not allow construction traffic to block entrances or exits for any reason. |
| | .4 | Co-ordinate any interference with Owner's operation in this area and abide by Owner's direction in this regard. In cases of conflicting requirements, Owner's operation takes precedence but all reasonable effort to accommodate contractor's needs will be made. |

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| 6. Cutting, Patching | .1 | Generally, patch and "make good" any and all surfaces cut, damaged, exposed, or disturbed to comply with any appropriate statutory requirements and to the Owner's acceptance. |
| 7. Protection of Property | .1 | Protect surrounding private and public property from damage during the performance of the Work. |
| | .2 | Contractor is responsible for damage incurred. |
| 8. Fire Protection | .1 | Provide and maintain temporary fire protection equipment during the performance of the Work as required by insurance companies having jurisdiction and governing codes, regulations and by-laws. |
| | .2 | Open fires and burning of rubbish are not permitted on site. |
| 9. Workplace Policies | | Contractor must comply with the Town's applicable workplace policies when performing in-person Work on Town property. |
| 10. Occupational Health and Safety | .1 | Follow Provincial Occupational Health and Safety Act and Regulations for Construction Projects. For the purposes of the act, the person or company contracted to carry out the Work shall be exclusively deemed the "constructor". |
| | .2 | Hazardous materials, not identified by the Owner, may be encountered at the worksite. Use all necessary precautions when handling such material. It is possible that asbestos may exist in some form and if encountered the Contractor is responsible to notify the Owner and to follow Ontario Ministry of Labour regulations governing the handling of asbestos in the workplace. |
| | .3 | The Owner may cause those who do not comply with the applicable health and safety laws and regulations to be escorted from the site. |
| 11. Contractor Health and Safety Agreement | .1 | The Contractor is required to sign the Town's Health and Safety Agreement and when signed, the Agreement becomes part of the Contract. |
| 12. Protection of Building Finishes and Equipment | .1 | Prevent movement, settlement, or other damage to other adjacent structures, utilities, and parts of building to remain in place. Provide bracing and shoring if required. |
| | .2 | Keep noise, dust, and inconvenience to occupants to a very minimum. |
| | .3 | Protect building systems, services and equipment. Protect all furnishings within Work area with polyethylene film during construction. |

- .4 Provide temporary dust tight screens, partitions, covers, railings, barricades, supports and/or other protection as required. Protect Workers, finished areas of Work and public.
- 13. Parking**
- .1 All vehicles must be parked in a designated parking area (except for reasonable loading and unloading of equipment and/or materials to a local entrance). Failure to observe these requirements may result the vehicle being ticketed and/or towed.
- 14. Signs and Advertisements**
- .1 No signs or advertisements of any description shall be displayed at the work site without permission of the Owner other than notices regarding safety.
- .2 Contractor shall ensure notices regarding safety and signs re-routing Town community whether driving or walking are prominently displayed.
- .3 Upon completion of the Work, all signs shall be removed except those specifically directed by the Owner to remain.
- 15. Clean-up**
- .1 Maintain the Work area in tidy condition, free from the accumulation of waste products and debris.
- .2 Remove waste and materials regularly so as to maintain a tidy Work site. Do not dispose of any waste in Town facilities unless specifically directed to do so by authorised personnel.
- .3 Store materials in areas specially designated by the Town. Dispose of this debris in a legal manner so as to avoid causing a hazard to occupants and visitors on Town property.
- 16. Matching**
- .1 Where new Work occurs in or adjacent to existing work, it is the intent that colours and textures of visible finishes within these areas shall be matched to the satisfaction of the Owner.
- 17. Permits, Fees, Certificates**
- .1 Obtain and pay for all required permits with the exception of the Building Permit, which shall be obtained and paid for by Town.
- .2 Arrange and pay for all inspection certificates required by Authorities having jurisdiction, (i.e., Electrical Safety Authority Certificate). Provide Town with copies of these certificates upon completion.
- 18. Disruption of Services**
- .1 The Contractor is responsible to provide adequate written notice to the Owner of any interruption of services (i.e., mechanical, electrical etc.) for the connection of new services or the alteration of existing.

- 19. Sanitary Facilities** .1 Temporary sanitary facilities will be designated by the Town. The sanitary facilities so designated shall be the only facilities used by Contractor personnel during the Work.
- 20. Power** .1 Maximum power of 115V will be available at no cost. Any connection to this power source will be done at the Contractor's expense and liability, and in accordance with the Canadian Electrical Code. Connections to higher power requirements will be at the Contractor's cost.
- 21. Water Supply** .1 Water supply from an Owner-approved source is available for the Project at no cost. Connection and disconnection will be at Contractor's expense and liability.
- 22. Temporary Facilities** .1 Any temporary facilities provided at the site by the Contractor must be removed upon completion of the Work and the area used must be returned to the original condition.
- 23. Holdback** .1 An amount equal to 10% of the value of the contract will be retained and released in accordance with the requirements of the *Construction Act*.
- 24. Changes in the Work** .1 For the value of Change Orders and Change Directives, prices shall be calculated based on unit prices specified in the Contract or a pro-rata calculation of impact on price as explained in GC6.1 of CCDC 2 2020.
- Where not possible, then the net value of Work shall be the Contractor's direct costs. Contractor shall be entitled a mark-up of 10% profit and overhead of the net value of the Work when performed by his/her own forces and 5% Overhead, 5% Profit, total 10% of the net value of the Work when performed by Subcontractors.
- Prior to commencing any additional Work, the Contractor shall prepare and submit a quotation for such additional Work for approval by the Town. Quotations for additional Work shall be accompanied by itemized breakdowns of the actual direct costs together with detailed, substantiating quotations or cost vouchers from Subcontractors and Suppliers. Costs not shown on the detailed quotation are not eligible to be charged as part of the additional Work.
- 25. Deficiencies** .1 Upon completion of the Work, if it is deemed there are items of deficient Work, then an amount of money based on the Consultant's valuation of the cost of completion of the Work and Owner's additional expenses incurred with such deficient Work will be retained to satisfy the completion of the Work so defined, until it has been completed to the satisfaction of the Town.

- 26. Provisional Items**
- .1 Provisional Items may be used in whole, part or not at all, at the discretion of the Consultant.
 - .2 The unit price for Provisional Items shall apply regardless of the actual quantity required.
 - .3 Provisional Items may only be used where directed by the Consultant.
- 27. Conflicts**
- .1 In the event of any conflict between these terms and CCDC2, as amended by the Supplementary Conditions, these terms shall prevail. In the event of a conflict between any of the foregoing and the Ontario *Construction Act*, the *Construction Act* shall apply.

CCDC 2 (2020) SUPPLEMENTARY CONDITIONS

This document entitled CCDC 2020 Supplementary Conditions amends the Standard Construction Document CCDC-2 2020 for Stipulated Price Contract, English version and is hereby made part of the Contract Documents.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

ARTICLE A-5 – PAYMENT

- .1 Delete paragraph 5.1.1 in its entirety and substitute new paragraph 5.1.1:
5.1.1 make progress payments to the *Contractor* on account of the *Contract Price* within 28 days of receipt of a *Proper Invoice* subject to (a) required legislated holdbacks and (b) the *Warranty Holdback* and (c) amounts that the *Owner* disputes provided that a Notice of Non-Payment has been provided as required by the Ontario *Construction Act*.
- .2 Delete paragraph 5.1.2 in its entirety and substitute new paragraph 5.1.2:
5.1.2 upon *Substantial Performance* of the *Work*, pay to the *Contractor* the unpaid balance of the legislated holdback amount (exclusive of the *Warranty Holdback*) when due together with such *Value Added Taxes* as may be applicable to such payment,
- .3 Delete paragraph 5.1.3 in its entirety and substitute new paragraph 5.1.3:
5.1.3 upon the issuance of the final certificate for payment, pay to the *Contractor* the unpaid balance of the *Contract Price*, less the *Warranty Holdback*, when due, together with such *Value Added Taxes* as may be applicable to such payment
- .4 Add new paragraph 5.1.4:
5.1.4 upon the expiration of the *Warranty Period*, subject to the fulfilment of *Contractor's* obligations under GC12.3, pay to the *Contractor* the *Warranty Holdback* when due, together with such *Value Added Taxes* as may be applicable to such payment.
- .5 Delete paragraph 5.2.1 in its entirety and substitute new paragraph 5.2.1
5.2.1 Should either party fail to make payments as they become due under the terms of the Contract or in an award by arbitration or court, interest at the “prejudgment interest rate” determined in the Ontario Courts of Justice Act 27(2) on such unpaid amounts shall also become due and payable until payment. Such interest shall be compounded on a monthly basis.

ARTICLE A-9 – CONFIDENTIALITY

- .1 Add new Article A-9 – Confidentiality:
9.1 The *Contractor* agrees to ensure that it shall, both during or following the term of the *Contract*, maintain the confidentiality and security of all *Confidential Information* and *Personal Information*, and that it shall not directly or indirectly disclose, destroy, exploit, or use any *Confidential Information* or *Personal Information*, except where required by law, without first obtaining the written consent of the *Owner*. The *Contractor* may disclose any portion of the *Contract Documents*, or any other information provided to the *Contractor* by the *Owner* to any *Subcontractor* or *Supplier* if the *Contractor* discloses only such information as is necessary to fulfill the purposes of the *Contract* and the *Contractor* has included a commensurate confidentiality provision in its contract with the *Subcontractor* or *Supplier*. The *Contractor* undertakes to comply with all applicable laws related to the protection of personal information, including the *Personal Information Protection and Electronic Documents Act*, the *Municipal Freedom of Information and Protection of Privacy Act (“FIPPA”)* and the *Personal Health Information Protection Act*.

DEFINITIONS

.1 Add the following definitions:

As-Built Drawings

As-Built Drawings means drawings prepared by the *Contractor* by marking on a copy of the *Drawings* the changes from the *Drawings* which occur during construction including but are not limited to the exact location of major building components that were shown generally on the *Drawings*.

Closeout Documents

Closeout Documents has the meaning assigned in paragraph 5.4.8.

Confidential Information

Confidential Information means all the information or material of the *Owner* that is of a proprietary or confidential nature, whether it is identified as proprietary or confidential or not, including but not limited to information and material of every kind and description (such as drawings and move-lists) which is communicated to or comes into the possession or control of the *Contractor* at any time, but *Confidential Information* shall not include information that:

- .1 is or becomes generally available to the public without fault or breach on the part of the *Contractor*, including without limitation breach of any duty of confidentiality owed by the *Contractor* to the *Owner* or to any third party, but only after that information becomes generally available to the public
- .2 the *Contractor* can demonstrate to have been rightfully obtained by the *Contractor* from a third party who had the right to transfer or disclose it to the *Contractor* free of any obligation of confidence;
- .3 the *Contractor* can demonstrate to have been rightfully known to or in the possession of the *Contractor* at the time of disclosure, free of any obligation of confidence; or
- .4 is independently developed by the *Contractor* without use of any *Confidential Information*.

Construction Schedule

Means the construction schedule described in GC3.4.

Personal Information

Personal Information means personal information as that term is defined in subsection 2(1) of the *Freedom of Information and Protection of Privacy Act*, and includes personal health information as that term is defined in subsection 2(1) of the *Personal Health Information Protection Act* which definitions extend to individual's name, address, age, date of birth, sex, and religion, and any and all personal health information of an individual, whether recorded in printed form, on film, by electronic means, or otherwise.

Proper Invoice

Proper Invoice means an invoice that complies with the requirements of the Ontario *Construction Act* and also includes the following:

- .1 a breakdown of the invoice amount by trade or division as required by the specifications,
- .2 an updated *Construction Schedule* in a form and level of detail acceptable to the owner showing the percentage complete on each task,
- .3 a *Workplace Safety and Insurance Board* clearances showing current coverage, and
- .4 a *Statutory Declaration* in the form of CCDC 9A 2018 (for every invoice after the first invoice)
- .5 The *Owner's* and *Contractor's* full legal names,

- .6 The purchase order number (if applicable), tax registration number and project number applicable to the Work,
- .7 The aggregate amount of holdback retained by the Owner under the Contract including the amount retained under the Proper Invoice and separately the amount of the holdback retained under and applicable to the Proper Invoice,
- .8 No other invoices may be combined with the Proper Invoice.

Warranty Holdback

Means a 2% holdback (that is separate from, and in addition to, the holdback prescribed under the Construction Act) to be used as security against the Contractor's performance of its obligations under GC 12.3 (Warranty).

Warranty Period

Means the 24-month period beginning on the date *Ready-for-Takeover* has been attained.

Approved

Wherever the words "approved", "satisfactory", "selected", "directed", "permitted", "inspected", "instructed", "required", "submit", "ordered" are used in the Contract Documents, it shall be understood that the words "by the *Consultant*" follow, unless the context provides otherwise.

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

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

GC 1.1 CONTRACT DOCUMENTS

- .1 Delete subparagraph 1.1.5.1 and add the following new subparagraph 1.1.5.1:
If there is a conflict within the Contract Documents:
 - .1 the order of priority of documents, from highest to lowest, shall be
 - CCDC 2 Supplementary Conditions
 - the CCDC 2 Agreement between *Owner* and *Contractor*,
 - the CCDC 2 Definitions,
 - the General Conditions,
 - Division 01 of the Specifications,
 - technical Specifications,
 - material and finishing schedules,
 - the *Drawings*.
- .2 Add new sentence to the end of paragraph 1.1.9:
The *Specifications* are divided into divisions and sections for convenience but shall be read as a whole and neither such division nor anything else contained in the *Contract Documents* will be construed to place responsibility on the *Consultant* to settle disputes among the *Subcontractors* and *Suppliers* or as between them and the *Contractor* with respect to such divisions.
- .3 Add new paragraph 1.1.12:
1.1.12 The *Owner* shall identify to the *Contractor* a source for the *Contract Documents* from which sets of documents can be obtained. All costs to secure *Contract Documents* will to the *Contractor's* account.

GC 1.4 ASSIGNMENT

- .1 Delete paragraph 1.4.1 in its entirety and substitute new paragraph 1.4.1:
 1.4.1 The *Contractor* may not assign the *Contract* or a portion thereof without the consent of the *Owner*, and the granting of such consent shall be in the *Owner's* absolute discretion.

GC 1.5 ELECTRONIC SIGNATURES

- .1 Add new General Provisions

Electronic Signatures. This Contract may be executed and delivered by the Town and Consultant in one or more counterparts, each of which will be an original, and each of the which may be delivered by e-mail or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument. Each party agrees that electronic signatures, which includes signatures by hand and scanned and digital or encrypted signatures, are intended to authenticate and execute this Contract and to have the same force and effect as manual signatures. Once signed, a copy or electronic version of this document will have the same force and effect as an original document.

GC 2.4 DEFECTIVE WORK

- .1 Add new subparagraphs 2.4.1.1 and 2.4.1.2:
 2.4.1.1 The *Contractor* shall rectify, in a manner acceptable to the *Owner* and the *Consultant*, all defective work and deficiencies throughout the *Work*, whether or not they are specifically identified by the *Owner* or the *Consultant*.
 2.4.1.2 When applicable, the *Contractor* shall give priority to the correction of any defective work or deficiencies which the *Owner* determines adversely affect its day-to-day operations.
- .2 Add new subparagraph 2.4.4:
 2.4.4. The *Owner* may withhold a 2% amount as estimated by the *Consultant* from payments due and/or deduct the actual amount from the amount otherwise due to the *Contractor*, or otherwise claim reimbursement for, all reasonable costs incurred by the *Owner* as the result of any delay and additional requirements caused by the need for the *Contractor* to correct defective *Work* or deficiencies including, but not limited to, the cost of additional services required by the *Owner* from the *Consultant* or any subconsultants, project managers, or others employed or engaged by the *Owner*.

GC 3.1 CONTROL OF THE WORK

- .1 Add new paragraph 3.1.3 through 3.1.4:
 3.1.3 Prior to commencing the *Work*, the *Contractor* shall verify, at the *Place of the Work*, all relevant measurements and levels necessary for the proper completion of the *Work* and shall further carefully compare such field measurements and conditions with the requirements of the *Contract Documents*. Where dimensions are not included or exact locations are not apparent in the *Contract Documents*, the *Contractor* shall immediately notify the *Consultant* in writing and obtain *Supplemental Instructions* from the *Consultant* before proceeding with any part of the affected work.
 3.1.4 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 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*.

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

- .1 Delete subparagraph 3.2.2.1 in its entirety.
- .2 Add new paragraph 3.2.7:
3.2.7 Where the *Contract Documents* identify Work to be performed by other contractors or the *Owner's* own forces, the *Contractor* shall co-ordinate and schedule the *Work* with the work of other contractors and the *Owner's* own forces as specified in the *Contract Documents*.
- .3 Add new subparagraph 3.2.3.5:
3.2.3.5 Subject to General Condition 9.4 - CONSTRUCTION SAFETY, where paragraph 3.2.7 of General Condition 3.2 - CONSTRUCTION BY OWNER OR OTHER CONTRACTORS applies, for the *Owner's* own forces and for other contractors performing Work identified in the *Contract Documents*, assume overall responsibility for compliance with all aspects of the applicable health and safety legislation in the *Place of the Work*, including all of the responsibilities of the Constructor as that term is defined in the *Occupational Health and Safety Act*.

GC 3.4 CONSTRUCTION SCHEDULE

- .1 Delete paragraph 3.4.1 in its entirety and substitute new paragraph 3.4.1:
3.4.1 The *Contractor* shall,
 - .1 *within* 5 days following the award of the *Contract*, prepare and submit to the *Owner* and the *Consultant* for their review and acceptance, a *Construction Schedule* that indicates the timing of the activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time* and in accordance with the *Contract Documents*. Unless otherwise agreed to in writing, in advance by the *Owner* and the *Contractor*, when required by the *Specifications* to employ construction scheduling software, the *Contractor* shall employ the software Microsoft Project in generating the *Construction Schedule*, which permits the progress of the *Work* to be monitored in relation to the critical path established in the schedule. The *Contractor* shall provide the *Construction Schedule* and any successor or revised schedules to the *Owner* in electronic format and paper copy. When required by the *Specifications* to employ construction scheduling software, the *Contractor* shall provide the *Construction Schedule* to the *Owner* in editable format, together with a record version in PDF format. Once accepted by the *Owner* and the *Consultant*, the initial *Construction Schedule* submitted by the *Contractor* shall become the baseline *Construction Schedule*;
 - .2 provide the expertise and resources, such resources including manpower and equipment, and shall direct subcontractors and suppliers, as are necessary to maintain progress under the accepted baseline *Construction Schedule* or any successor or revised schedule accepted by the *Owner* pursuant to General Condition 3.4 – CONSTRUCTION SCHEDULE;
 - .3 monitor the progress of the *Work* on a weekly basis relative to the baseline *Construction Schedule*, or any successor or revised schedule accepted by the *Owner* pursuant to General Condition 3.4 – CONSTRUCTION SCHEDULE, update the schedule on a monthly basis or more frequently as requested by the *Owner* and advise the *Consultant* and the *Owner* in writing of any variation from the baseline or slippage in the schedule; and
 - .4 if, after applying the expertise and resources required under subparagraph 3.4.1.2, the *Contractor* forms the opinion that the variation or slippage in schedule reported pursuant to subparagraph 3.3.1.3 cannot be recovered by the *Contractor*, it shall, in the same notice, indicate to the *Consultant* and the *Owner* if the *Contractor* intends to apply for an

extension of Contract Time as provided in PART 6 of the General Conditions - CHANGES IN THE WORK.

.2 Add new paragraph 3.4.2 through 3.4.3:

3.4.2 If, at any time, it should appear to the *Owner* or the *Consultant* that the actual progress of the *Work* is behind schedule or is likely to become behind schedule, or if the *Contractor* has given notice of such to the *Owner* or the *Consultant* pursuant to subparagraph 3.4.1.3, the *Contractor* shall take appropriate steps to cause the actual progress of the *Work* to conform to the schedule or minimize the resulting delay and shall produce and, within five (5) calendar days of a written request by *Owner*, present to the *Owner* and the *Consultant* a recovery plan demonstrating how the *Contractor* will achieve the recovery of the schedule. If the *Contractor* intends to apply for a change in the *Contract Price* in relation to a schedule recovery plan, then the *Contractor* shall proceed in accordance with General Condition 6.5 – DELAYS.

3.4.3 Make allowance in the Construction Schedule for the implementation of the *Owner's* tenant improvements; the staged installation of the *Owner's* furniture, fixtures, and equipment; and the *Owner's* sequential occupancy, all in accordance with the *Owner's* Master Project Schedule, as applicable.

GC 3.5 SUPERVISION

.1 Delete paragraph 3.5.1 in its entirety and substitute new paragraph 3.5.1:

3.5.1 The *Contractor* shall provide all necessary supervision and appoint competent representatives who shall be in attendance at the *Place of the Work* while *Work* is being performed. The appointed representatives shall not be changed except for valid reasons, and upon the *Contractor* obtaining the *Owner's* written consent, which consent will not be unreasonably withheld.

.2 Add new paragraph 3.5.3:

3.5.3 The *Owner* may, at any time during the course of the *Work*, request the replacement of the appointed representative(s), where the grounds for the request involve conduct which jeopardizes the safety and security of the site or the *Owner's* operations. Immediately upon receipt of the request, the *Contractor* shall make arrangements to appoint an acceptable replacement.

GC 3.6 SUBCONTRACTORS AND SUPPLIERS

.1 Delete paragraph 3.6.2 in its entirety and substitute new paragraph 3.6.2:

3.6.2 The *Contractor* agrees not to change Subcontractors without the prior written approval of the *Owner*, which approval will not be unreasonably withheld. For certainty, the *Contractor* shall remain fully accountable and liable for the performance of a Subcontractor regardless of *Owner's* approval of a Subcontractor.

GC 3.7 LABOUR AND PRODUCTS

.1 Add paragraph 3.7.4:

3.7.4 Unless otherwise specified in the Contract Documents, Products provided shall be new and as specified. The *Contractor* shall not provide substitutions for specified Products without the express written consent of the *Consultant* and the *Owner*.

Add new paragraph 3.7.5:

- 3.7.5 The *Contractor* is responsible for the safe on-site storage of *Products* and their protection (including *Products* supplied by the *Owner* and other contractors to be installed under the *Contract*) in such ways as to avoid dangerous conditions or contamination to the *Products* or other persons or property and in locations at the *Place of the Work* to the satisfaction of the *Owner* and the *Consultant*. The *Owner* shall provide all relevant information on the *Products* to be supplied by the *Owner*.

GC 3.8 SHOP DRAWINGS

- .1 Add new paragraphs 3.8.8, and 3.8.9:

- 3.8.8 *Shop Drawings* which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the *Contractor* for approval.
- 3.8.9 The *Contractor* shall provide revised *Shop Drawings* to correct those which the *Consultant* rejects as inconsistent with the *Contract Documents*, unless otherwise directed by the *Consultant*. The *Contractor* shall notify the *Consultant* in writing of any revisions to the *Shop Drawings* other than those requested by the *Consultant*.

GC 3.9 DOCUMENT REVIEW

- .1 Add new General Conditions 3.9.1 and 3.9.2:

- 3.9.1 The *Contractor* shall review the *Contract Documents* and shall report promptly to the *Consultant* any error, inconsistency, or omission the *Contractor* may discover. Such review by the *Contractor* shall be undertaken with the standard of care described in paragraph 3.11.1 of the *Contract*. Except for its obligation to make such review and report the result, the *Contractor* does not assume any responsibility to the *Owner* or to the *Consultant* for the accuracy of the *Contract Documents*. The *Contractor* shall not be liable for damage or costs resulting from such errors, inconsistencies, or omissions in the *Contract Documents* which the *Contractor* could not reasonably have discovered through the exercise of the required standard of care. 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*.
- 3.9.2 If, at any time, the *Contractor* finds errors, inconsistencies, or omissions in the *Contract Documents* or has any doubt as to the meaning or intent of any part thereof, the *Contractor* shall immediately notify the *Consultant*, and request a *Supplemental Instruction*, *Change Order*, or *Change Directive*, as the case may require. Neither the *Owner* nor the *Consultant* will be responsible for the consequences of any action of the *Contractor* based on oral instructions.

GC 3.10 USE OF THE WORK

- Add new General Conditions 3.10.1 through 3.10.3

- 3.10.1 The *Contractor* shall confine *Construction Equipment*, *Temporary Work*, storage of *Products*, waste products and debris, and operations of employees and *Subcontractors* to limits identified by laws, ordinances, permits or the *Contract Documents* and shall not unreasonably encumber the *Place of Work*.
- 3.10.2 The *Contractor* shall not load or permit to be loaded at the *Place of Work* or elsewhere, any part

of the *Work* or adjacent areas with a weight or force that will endanger safety or otherwise cause damage to property.

- 3.10.3 The *Contractor* shall abide by and enforce directives and policies regarding signs, advertisements, fires and smoking at the *Place of the Work* as directed by the *Owner* or its representative.

GC 3.11 PERFORMANCE BY CONTRACTOR

Add new General Conditions 3.11.1 through 3.11.2

- 3.11.1 In performing its services and obligations under the *Contract*, the *Contractor* shall exercise the standard of care, skill, and diligence that would normally be provided by an experienced and prudent contractor supplying similar services for similar projects. The *Contractor* acknowledges and agrees that throughout the *Contract*, the performance of the *Contractor's* obligations, duties, and responsibilities shall be judged against this standard. The *Contractor* shall exercise the same standard of care, skill, and diligence in respect of any *Products*, personnel, or procedures which it may recommend to the *Owner*.
- 3.11.2 The *Contractor* further represents, covenants and warrants to the *Owner* that:
- .1 the personnel it assigns to the *Project* are competent and qualified to perform the assigned duties and appropriately experienced;
 - .2 it has sufficient staff of qualified and competent personnel to replace any of its appointed representatives, subject to the *Owner's* approval, in the event of death, incapacity, removal or resignation; and
 - .3 there are no pending, threatened or anticipated claims that would have a material effect on the financial ability of the *Contractor* to perform its *Work* under the *Contract*.

GC 3.12 RIGHT OF ENTRY

Add new General Conditions 3.12.1

- 3.12.1 The *Owner* shall have the right to enter or occupy the *Work* in whole or in part for the purpose of placing fittings and equipment or for other uses before *Substantial Performance of the Work*, if, in the reasonable opinion of the *Consultant* and *Contractor*, such entry or occupation does not prevent or substantially interfere with the *Contractor's* completion of the *Contract* within the *Contract Time*. Such entry or occupation shall not be considered as acceptance of the *Work* or in any way relieve the *Contractor* from responsibility as the Constructor or to complete the *Contract*.

GC 4.1 CASH ALLOWANCES

- .1 Add new paragraph 4.1.8:

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

Add new paragraph 4.1.9:

4.1.9 Cash allowances cover the net cost to the *Contractor* of the *Work* (including *Products*) specified in the *Contract Document* entitled "Cash Allowance" including freight, unloading, handling, storage, installation and other Owner- or Consultant-pre-authorized expenses incurred in performing the *Work*. The cash allowance does not cover Contractor profit or overhead costs associated with the *Work* (which costs must be accounted for in the *Contract Price*) and does not include *Value Added Taxes* payable by the *Owner* and the *Contractor*.

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

- .1 Revise the heading, “GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER” to read, “GC 5.1 FINANCING INFORMATION REQUIRED”.
- .2 Delete paragraph 5.1.1 in its entirety and substitute new paragraph 5.1.1:
5.1.1 The *Owner* and *Contractor* shall provide each other with timely *Notice in Writing* of any material change in their financial ability to fulfil their respective obligations under the *Contract*.
- .3 Delete paragraph 5.1.2 in its entirety.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

- .1 Add to the end of paragraph 5.2.8 the following new sentence:
“Any *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall remain at the risk of the *Contractor* notwithstanding that title has passed to the *Owner* pursuant to General Condition 13.1 - OWNERSHIP OF MATERIALS.”
- .2 Add new paragraphs 5.2.9 and 5.2.10:
5.2.9 As a condition of receiving each progress payment after the first, the *Contractor* shall submit:
 - (a) a Proper Invoice;
 - (b) a Statutory Declaration on an original form CCDC Document 9A-2001, attesting to the truth of the statements made therein;
 - (c) a Workplace Safety & Insurance Board Clearance Certificate with each application for progress payment.
- 5.2.10 The *Contractor* shall prepare and deliver to the *Consultant* current and accurate *As-Built Drawings and Closeout Documents* during the course of the *Work*, which current *As-Built Drawings and Closeout Documents* shall be maintained by the *Contractor* and made available to the *Consultant* for review and *Consultant* approval with each application for progress payment. The *Consultant* may retain a reasonable amount and up to a maximum of the amounts outlined in paragraph 5.4.10, from any progress payment for the value of the *As-Built Drawings and Closeout Documents* not presented for review or not approved by the *Consultant* until the *As-Built Drawings and Closeout Documents* are presented for review and approved by the *Consultant*.

GC 5.3 PROGRESS PAYMENT

- .1 Delete subparagraph 5.3.1.2 in its entirety and substitute new subparagraph 5.3.1.2:
5.3.1.2 the *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement - PAYMENT on or before 28 calendar days after receipt of a Proper Invoice with the required supporting documents, as specified herein.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK

- .1 Delete paragraphs 5.4.2 and 5.4.5 in their entirety.
- .2 Add new paragraphs 5.4.7, 5.4.8, 5.4.9, 5.4.10, 5.4.11, 5.4.12 and 5.4.13:
5.4.7 Within 7 calendar days of receiving a copy of the certificate of *Substantial Performance of the Work* signed by the *Consultant*, the *Contractor* shall publish a copy of the certificate in a construction trade newspaper (as that term is defined in the Ontario *Construction Act*) or such other location as

required by the Ontario *Construction Act* and shall provide to the *Consultant* and the *Owner* the date of publication and the name of the construction trade newspaper or other location in which the publication occurred. If the *Contractor* fails to comply with this provision, the *Owner* may publish a copy of the certificate and charge the *Contractor* with the costs so incurred.

5.4.8 Prior to submitting its written application for *Substantial Performance of the Work*, the *Contractor* shall submit to the *Consultant* the requested documents which may include all or some of the following (together the “**Closeout Documents**”):

- .1 guarantees;
- .2 warranties;
- .3 certificates;
- .4 testing and balancing reports;
- .5 distribution system diagrams;
- .6 spare parts;
- .7 maintenance manuals;
- .8 samples;
- .9 existing reports and correspondence from authorities having jurisdiction in the *Place of the Work*;

and other materials or documentation required to be submitted under the *Contract*, together with written proof acceptable to the *Owner* and the *Consultant* that the *Work* has been substantially performed in conformance with the requirements of municipal, governmental, and utility authorities having jurisdiction in the *Place of the Work*.

5.4.9 Where the *Contractor* is unable to deliver the documents and materials described in paragraph 5.4.8, then, provided that none of the missing documents and materials interferes with the use and occupancy of the *Project* in a material way, the failure to deliver shall not be grounds for the *Consultant* to refuse to certify *Substantial Performance of the Work*. If the *Contractor* fails to deliver any of the documents or materials required described in paragraph 5.4.8 the *Consultant* shall retain from payments otherwise owing to the *Contractor* under this *Contract* the amount described in paragraph 5.4.10 and retain such amount until such documents and materials are delivered.

5.4.10 The amount to be retained by the *Consultant* as contemplated in subparagraph 5.4.9 is as follows:

- .1 where the *Contract Price* is less than \$100,000 the amount to be retained is \$5,000;
- .2 where the *Contract Price* is greater than \$100,000 but less than \$500,000, the amount to be retained is 5% of the *Contract Price*; and
- .3 where the *Contract Price* is greater than \$500,000 but less than \$5,000,000, the amount to be retained is the greater of \$25,000 or 3% of the *Contract Price*.
- .4 where the *Contract Price* is greater than \$5,000,000 the amount to be retained is the greater of \$50,000 or 1% of the *Contract Price*.

5.4.11 Should the As-Built Drawings and *Closeout Documents* not be delivered in accordance with subparagraph 5.2.10 or any documents or materials not be delivered in accordance with paragraph 5.4.8 by the earlier of 60 days following publication of the certificate of *Substantial Performance of the Work* and the submission of the *Contractor’s* application for final payment under paragraph 5.5.1 of General Condition 5.5 – FINAL PAYMENT, then the amount previously retained pursuant to paragraph 5.4.10 may be used by the *Owner* to defray the cost of preparing or replacing the documents or materials, or *As-Built Drawings* or *Closeout Documents* which the contractor failed to deliver.

5.4.12 Together with the submission of its written application for *Substantial Performance of the Work*, the *Contractor* shall submit to the *Consultant* and to the *Owner* a statutory declaration setting forth in reasonable detail any then outstanding and unresolved disputes or claims between the

Contractor and any *Subcontractor* or *Supplier*, including any claims allegedly arising from delay, which are, directly or indirectly, related to any then outstanding or anticipated disputes or claims between the *Contractor* and the *Owner*, and this disclosure shall, at a minimum:

- .1 identify the parties involved;
- .2 identify the amount in dispute;
- .3 provide a brief statement summarizing the position of each party;
- .4 include copies of any correspondence or documents in support of either party's position;
- .5 include copies of any documents of any court or arbitration process related to the matter;
- .6 identify the dispute or claim between the *Contractor* and the *Owner* to which the matter relates; and
- .7 include a copy of any written agreement or a summary of any oral agreement between the parties related to resolution of the matter.

The disclosure requirements detailed herein are of a continuing nature and survive completion of the *Work*. Accordingly, the *Contractor* shall supplement the information provided with the original statutory declaration with additional materials pertaining to new or existing disputes or claims, as they become available.

- 5.4.13 Immediately prior to the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor*, in consultation with the *Consultant*, shall establish reasonable dates for finishing the *Work* and correcting deficiencies.

GC 5.5 FINAL PAYMENT

- .1 Delete paragraph 5.5.1 in its entirety and substitute new paragraph 5.5.1:
5.5.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment. The *Contractor's* application for final payment shall be accompanied by any documents or materials not yet delivered pursuant to paragraph 5.4.8 and any outstanding and undelivered *As-Built Drawings*. Except where the *Owner* has exercised its rights pursuant to paragraph 5.4.11 and acquired or prepared the outstanding documents and materials and *As-Built Drawings*, the *Contractor* shall not be entitled to final payment until all of the undelivered documents and materials and *As-Built Drawings* have been delivered to the *Owner*.
- .2 Delete from the first line of paragraph 5.5.2 the words, "calendar days" and substitute the words: "*Working Days*".
- .3 Delete from the second line of paragraph 5.5.4 the words, "calendar days" and substitute the words: "*Working Days*".
- .4 Add new paragraph 5.5.5:
5.5.5 Prior to the release of the finishing holdback provided for under the *Construction Act*, the *Contractor* shall submit:
 - .1 *Contractor's* written request for release of the finishing holdback, including a statement that no written notices of lien have been received by it;
 - .2 a Statutory Declaration CCDC 9A-2001;
 - .3 a final *Workplace Safety & Insurance Board Clearance of Certificate*.

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

- .1 Add the following to paragraph 6.1.2:
"All such changes require approval by a representative of the *Owner* with proper signing authority."
- .2 Add new paragraphs 6.1.3, 6.1.4, 6.1.5, 6.1.6, 6.1.7, 6.1.8, 6.1.9, 6.1.10 and 6.1.11:

- 6.1.3 Unit prices included in the Contract, or prices pro rata thereto, will be used in the first instance in pricing changes.
- 6.1.4 Where Work is added pursuant to GC 6.2 *Change Order* or GC 6.3 *Change Directive*, the *Contract Price* shall be increased only by the net actual value of the Work added including taxes, but excluding *Value Added Taxes* plus mark-ups as specified in the Additional Contract Terms.
- 6.1.5 Where there are no unit prices or the pro rata calculation is not feasible, then the value of the Work shall be based on the direct cost (net value of the Work) and percentages in the Additional Terms. Direct costs plus “overhead” percentage is all inclusive of all costs associated with the *Change Order* or *Change Directive* and, without limiting the generality of the foregoing, includes without limitation all site and head office costs including head office personnel, insurance and bonding, traveling costs, financing costs including hold back; the salaries of superintendents, engineers, timekeepers, accountants, clerks, watch persons and all other site supervision staff above foreperson employed directly on the *Work*; coordination with other trades affected, use of temporary offices, sheds and other general temporary site support facilities and all utilities used therein; and licences and permits, except when these are special for particular item or work.
- 6.1.6 Labour costs factored into the direct costs shall be the actual, prevailing rates at the *Place of Work* paid to the workers, plus payroll burdens, where payroll burdens are limited to payments in respect of the employer contribution to workers compensation payments, vacation pay, employment insurance premiums, sickness and accident insurance and pension fund contributions.
- 6.1.7 Quotations for changes to the *Work* shall be accompanied by itemized breakdowns together with detailed, substantiating quotations or cost vouchers from *Subcontractors* and *Suppliers*.
- 6.1.8 Unit and alternative prices included in the Contract that may be used to calculate direct cost of Work include supply, installation, products, equipment, services, materials, labour, Overhead, profit and taxes, but exclude Value Added Taxes.
- 6.1.9 The *Owner*, through the *Consultant*, reserves the right to authorize payment for changes in the *Work* by means of Cash Allowance disbursement authorizations in a form prescribed by the *Consultant* or the *Owner*.
- 6.1.10 When both additions and deletions covering related *Work* or substitutions are involved in a change to the *Work*, payment, including overhead and profit, shall be calculated on the basis of the net difference, if any, with respect to that change in the *Work* using the calculations and provisions in this Section.
- 6.1.11 If any change or deviation in, or omission or reduction from the *Work* is made by which the amount of *Work* to be performed is decreased, or if the whole or a portion of the *Work* is dispensed with, no compensation is claimable by the *Contractor* for any loss of anticipated profit in respect the *Work* not performed.

GC 6.2 CHANGE ORDER

- .1 Delete paragraph 6.2.1 in its entirety and substitute new paragraph 6.2.1:
- 6.2.1 When a change in the *Work* is proposed or required, the *Consultant* shall provide the *Contractor* with written description of the proposed change in the *Work*. The *Contractor* shall promptly present, in a form acceptable to the *Consultant*, a method of adjustment or an amount of adjustment for the *Contract Price* if any, with supporting details that conform with the provisions for calculating prices changes in the *Contract Documents*, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work*.

- .2 Delete from line 1 of Paragraph 6.2.2 “or to the method to be used to determine the adjustments”.

GC 6.3 CHANGE DIRECTIVE

- .1 Amend paragraph 6.3.6 by deleting subparagraphs 6.3.6.1 to 6.3.6.3 inclusive and amending the preamble so that it reads “The adjustment to the *Contract Price* for a change carried out by way of *Change Directive* shall be determined on the basis of the costs of the *Contractor’s* actual expenditures and savings attributable to the *Change Directive* valued in accordance with GC 6.1.”
- .2 Delete paragraphs 6.3.7 and 6.3.8.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

- .1 Add new paragraph 6.4.5:
 6.4.5 If the *Contractor* was given access to the *Place of the Work* prior to the submission of the bid on which the *Contract* was awarded, then the *Contractor* confirms that it carefully investigated the *Place of the Work* and, in doing so, applied to that investigation the degree of care and skill required by paragraph 3.11.1. In those circumstances, notwithstanding the provisions of paragraph 6.4.1, the *Contractor* is not entitled to an adjustment to the *Contract Price* or to an extension of the *Contract Time* for conditions which could reasonably have been ascertained by the *Contractor* by such careful investigation, or which could have been reasonably inferred from the material provided with the *Contract Documents*. In those circumstances, should a claim arise, the *Contractor* will have the burden of establishing that it could not have discovered the materially different conditions from a careful investigation because of restrictions placed on its access or inferred the existence of the conditions from the material provided with the *Contract Documents*.

GC 6.5 DELAYS

- .1 Delete the period at the end of paragraph 6.5.1, and substitute the following words:
 “, but, for clarity, excluding any consequential, indirect or special damages.”
- .2 Delete the period at the end of paragraph 6.5.2, and substitute the following words:
 “, but, for clarity, excluding any consequential, indirect or special damages.”
- .3 Add new paragraph 6.5.6.
 6.5.6 If the *Contractor* is delayed in the performance of the *Work* by an act or omission of the *Contractor* or anyone directly or indirectly employed or engaged by the *Contractor*, or by any cause within the *Contractor’s* control, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may decide in consultation with the *Contractor*. The *Owner* shall be reimbursed by the *Contractor* for all reasonable costs incurred by the *Owner* as the result of such delay, including, but not limited to, the cost of all additional services required by the *Owner* from the *Consultant* or any subconsultants, project managers, or others employed or engaged by the *Owner*.

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

- .1 Delete paragraph 7.1.6 and add new paragraphs 7.1.6, 7.1.7, 7.1.8, 7.1.9, 7.1.10 and 7.1.11:
 7.1.6 In addition to its right to terminate the Contract set out herein, the Owner may terminate this Contract at any time for any other reason or no reason and without cause upon giving the Contractor Notice in Writing to that effect and in such event the Owner shall publish, in the form prescribed by the Construction Act, a notice of termination in accordance with the Construction

Act which, in any event, shall include the date on which the Contract is terminated. In such event, the Contractor shall be entitled to be paid for all Work performed including reasonable profit, for loss sustained upon Products and Construction Equipment, and such other damages as the Contractor may have sustained as a result of the termination of the Contract, but in no event shall the Contractor be entitled to be compensated for any loss of profit on unperformed portions of the Work, or indirect, special, or consequential damages incurred.

- 7.1.7 The Owner may suspend Work under this Contract at any time for any reason or no reason and without cause upon giving the Contractor Notice in Writing to that effect. In such event, the Contractor shall be entitled to be paid for all Work performed to the date of suspension and be compensated for all actual costs incurred arising from the suspension, including reasonable profit, for loss sustained upon Products and Construction Equipment, and such other damages as the Contractor may have sustained as a result of the suspension of the Work, but in no event shall the Contractor be entitled to be compensated for any indirect, special, or consequential damages incurred. In the event that the suspension continues for more than 180 calendar days, the Contract shall be deemed to be terminated, and the provisions of paragraph 7.1.6 shall apply.
- 7.1.8 In the case of either a termination of the Contract, or a suspension of the Work under General Condition 7.1 - OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT or General Condition 7.2 - CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT, the Contractor shall use its best commercial efforts to mitigate the financial consequences to the Owner arising out of the termination or suspension, as the case may be.
- 7.1.9 Upon the resumption of the Work following a suspension under General Condition 7.1 - OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT or General Condition 7.2 - CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT, the Contractor will endeavour to minimize the delay and financial consequences arising out of the suspension.
- 7.1.10 The Contractor's obligation under the Contract as to quality, correction, and warranty of the Work performed by the Contractor up to the time of termination or suspension shall continue after such termination of the Contract or suspension of the Work.
- 7.1.11 Without limiting the foregoing in this section, any evidence of a conflict of interest or misconduct of Contractor or any officer of Contractor that is incompatible with ensuring the achievement of any of the following objectives may be justification for termination if not corrected:
- (i) the Contractor's ability to provide the Work in accordance with the Agreement;
 - (ii) the safety of the Owner's directors, officers, appointees, employees, agents or consultants, as well as the Contractor's directors, officers, employees, agents, consultants or Subcontractors, the Owner's clients and their directors, officers, appointees, employees, agents, consultants or subcontractors, as well as any Subcontractor's directors, officers, employees, agents, consultants or sub-subcontractors, and the public;
 - (iii) the reputation of or public confidence in the Owner;
 - (iv) the security of the Owner's financial assets and revenue;
 - (v) the security of any real property owned, controlled or managed by the Owner;
 - (vi) the security of any other property owned, controlled, managed or licensed by the Owner;
 - (vii) the security, confidentiality or integrity of the Owner's confidential information and the integrity of any other materials held by the Owner.

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

- .1 Delete paragraphs 7.2.1 and 7.2.2 in their entirety.

- .2 Delete subparagraph 7.2.3.1 in its entirety.
- .3 Delete subparagraph 7.2.3.3 in its entirety and substitute new subparagraph 7.2.3.3:
7.2.3.3 the *Owner* fails to pay the *Contractor* when due the amount certified by the *Consultant* or awarded by arbitration or a court, except where the *Owner* has a bona fide claim for set off, or
- .4 Delete from subparagraph 7.2.3.4, the words:
", except for General Condition 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER,"
- .5 Replace: in paragraph 7.2.4 the words "5 Working Days" with the new words "15 Working Days".
- .6 Add to subparagraph 7.2.5., the words:
", subject to the limitations in the *Contract*."

GC 8.1 AUTHORITY OF THE CONSULTANT

- .1 Delete last sentence of 8.1.3 and substitute the following sentence:
"If it is subsequently determined that such instructions were at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond the requirements of the *Contract Documents*, including costs resulting from interruption of the *Work*."

GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

- .1 Delete paragraphs 8.3.6, 8.3.7, and 8.3.8 in their entirety and substitute new subparagraph 8.3.6:
8.3.6 When a dispute has not been resolved through negotiation or mediation, within 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.3.5, either party may give a *Notice in Writing* to the other party and to the *Consultant* inviting the other party to agree to submit the dispute to be finally resolved by arbitration, pursuant to provisions of the *Arbitration Act, 1991*. If the other party wishes to accept the invitation to submit the dispute to arbitration, it shall so indicate by the delivery of a responding *Notice in Writing* within 10 *Working Days* of receipt of the invitation. If, within the required times, no invitation is made or, if made, is not accepted, either party may refer the dispute to the courts or to any other form of dispute resolution, including arbitration, which the parties may agree to use.
- .2 Insert new subparagraph 8.3.9 as follows:
8.3.9 As permitted by the Ontario *Construction Act* 13.5(4), the parties hereby agree that an adjudication under the Ontario *Construction Act* may address more than one matter.

GC 9.1 PROTECTION OF WORK AND PROPERTY

- .1 Delete subparagraph 9.1.1.1 in its entirety and substitute new subparagraph 9.1.1.1:
9.1.1.1 errors in the *Contract Documents* which the *Contractor* could not have discovered applying the standard of care described in paragraph 3.14.1;
- .2 Delete paragraph 9.1.2 in its entirety and substitute the following new paragraph 9.1.2:
9.1.2 Before commencing any *Work*, the *Contractor* shall determine the locations of all underground utilities and structures indicated in or inferable from the *Contract Documents*, or that are inferable from an inspection of the *Place of the Work* exercising the degree of care and skill described in paragraph 3.14.1.
- .3 Add new paragraph 9.1.5:

9.1.5 With respect to any damage to which paragraph 9.1.4 applies, the *Contractor* shall neither undertake to repair or replace any damage whatsoever to the Work of other contractors, or to adjoining property, nor acknowledge that the same was caused or occasioned by the *Contractor*, without first consulting the *Owner* and receiving written instructions as to the course of action to be followed from either the *Owner* or the *Consultant*. Where, however, there is danger to life, the environment, or public safety, the *Contractor* shall take such emergency action as it deems necessary to remove the danger.

.4 Add new paragraph 9.1.6:

9.1.6 The *Contractor* shall be responsible for securing the *Place of Work* at all times and shall take all reasonable precautions necessary to protect the *Place of Work*, its contents, materials (including *Owner*-supplied materials) and the public from loss or damage during and after working hours. Where the *Consultant* or the *Owner* deems the provision of security guard services to be necessary, the *Contractor* shall provide those services at the *Owner's* expense.

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

.1 Add new subparagraph 9.2.5.5

9.2.5.5 take all reasonable steps to mitigate the impact on Contract Time and Contract Price

GC 9.4 CONSTRUCTION SAFETY

GC 9.4 is deleted in its entirety and replaced with the following

GC 9.4 CONTRACTOR HEALTH AND SAFETY MANAGEMENT

1. *Contractor* Is the Constructor. For purposes of the Ontario Occupational Health and Safety Act (the "OHS Act") the legal entity signing the *Contract* is exclusively deemed to be the "constructor" and shall have exclusive control over workers and visitors attending the *Place of Work* in relation to health and safety matters. The *Contractor* shall be exclusively responsible for establishing, communicating, initiating, maintaining, and supervising all health and safety precautions and programs, and ensuring compliance with the foregoing by all workers and visitors, at the *Place of Work*.
2. Qualified OHS Lead. The *Contractor* shall appoint an experienced, competent and qualified individual ("OHS Lead") responsible for establishing an appropriate written health and safety program for the Work (the "project health and safety plan"). The *Contractor* shall provide *Owner* with the name, qualifications and experience of the OHS Lead prior to attending the project kick-off meeting and, thereafter, upon the *Owner's* request. If the OHS Lead obviously lacks the relevant qualifications or experience in construction project health and safety, the *Owner* may, acting reasonably, require that the *Contractor* replace the OHS Lead with a competent and qualified resource at the *Contractor's* expense as a condition of continuing with the *Work*. Where the *Contractor* is not willing or able to appoint an appropriately experienced, competent and qualified resource for this position, the *Owner* may designate an independent occupational health and safety resource and set off the costs of such expert against future *Contractor* invoices or treat the *Contractor's* unwillingness to appoint a qualified individual as a breach of contract and terminate the *Contract* in accordance with Section 7, without any liability to the *Contractor* for such termination. Where the *Owner* appoints an occupational health and safety expert, such expert shall be the *Contractor's* OHS Lead and shall not alter the *Contractor's* role as constructor under the OHS Act. The *Contractor* will be required to provide all required information to the expert and comply with the expert's directions, advice and plans as though such expert were the *Contractor's* appointed OHS Lead.

3. Project Health and Safety Plan. As a condition of authorization to begin Work, the *Contractor* must deliver a project health and safety plan, approved by the Owner-approved OHS Lead, to the *Owner*. The *Owner* shall have no responsibility for the quality or accuracy of the project health and safety plan or the plan's conformance with the requirements of the OHS Act as this is *Contractor's* sole and exclusive responsibility under the *Contract*.
4. Regular Compliance Monitoring and Reporting. *Contractor* is required to regularly monitor compliance with the approved project health and safety plan and with other requirements of the OHS Act at the *Place of Work* and keep records of such compliance monitoring. If requested by the *Owner*, The *Contractor* shall report to the *Owner* on the *Contractor's* compliance with the project health and safety plan and the OHS Act through the provision of compliance records (e.g., completed monitoring checklists, OHS meeting minutes, etc.) and other relevant records as may be requested by the *Owner*.
5. Addressing Compliance Deficiencies. The *Owner* may at any time require modification to the project health and safety plan where material deficiencies are identified, which may include omitting any observed safety risks at the *Place of Work*. The *Owner* may also issue a stop Work directive, without assuming any liability to the *Contractor* or any other person for such directive, where the *Owner* discovers a material non-compliance with the project health and safety plan, applicable health and safety laws or standards that, in the *Owner's* opinion, creates a real risk to health and safety of any person. The *Contractor* shall be required to promptly comply with such stop work directive or rectification, as applicable, and promptly correct the identified deficiency.
6. Indemnity for OHS Infractions. Without limiting the generality of other indemnities in the *Contract* documents, the *Contractor* shall indemnify and save harmless the *Owner*, its agents, officers, governors, employees, consultants, successors, appointees, and assigns from and against the consequences of any and all safety infractions committed by the *Contractor* under the OHS Act, including without limitation, the payment of legal fees and disbursements on a solicitor and client basis, the cost of fines and penalties.
7. *Owner* contractors or *Owner* forces require access to the *Place of Work*: The *Owner* undertakes to include in its contracts with other contractors and in its instructions to its own forces the requirement that the other contractor or its own forces, as the case may be, comply with the directions and instructions from *Contractor* with respect to occupational health and safety and related matters at the *Place of Work*. The *Owner* acknowledges and accepts that, prior to admission to the *Place of the Work*, the *Contractor* may, as a condition of admission, require any other contractor or the *Owner's* own forces to sign a written acknowledgement that ensures the *Contractor* retains control of persons and work occurring at the *Place of Work* for purposes of compliance with applicable health and safety requirements. The following is a sample acknowledgement that the *Contractor* may use for this purpose.

The Contractor acknowledges that the Work it will perform on behalf of the *Owner* requires it to enter a Place of the Work which is under the total control of a *Contractor* that has a *Contract* with the *Owner*, pursuant to which the *Contractor* has assumed overall responsibility for compliance with all aspects of the applicable health and safety legislation, including all the responsibilities of the "constructor" under the Occupational Health and Safety Act, as well as responsibility to co-ordinate and schedule the activities of our Work with the Work of the *Contractor* under its *Contract*. The undersigned agrees to comply with the *Contractor's* directions and instructions with respect to health, safety, co-ordination, and scheduling and acknowledges that its failure to do so will be cause for termination of employment or of the undersigned's *Contract* with the *Owner*, as the case may be. The undersigned also agrees to have the *Contractor* named as an additional insured on any comprehensive liability insurance policy, where such insurance is required.

GC 9.5 MOULD

- .1 Add to subparagraph 9.5.2.3 immediately before the comma, the following new words:
"and as a result of the delay"

GC 10.1 TAXES AND DUTIES

- .1 Add new paragraph 10.1.3:
10.1.3 Where the *Owner* is entitled to an exemption or a recovery of sales taxes, customs duties, excise taxes or *Value Added Taxes* applicable to the *Contract*, the *Contractor* shall, at the request of the *Owner*, assist with application for any exemption, recovery or refund of all such taxes and duties and all amounts recovered or exemptions obtained shall be for the sole benefit of the *Owner*. The *Contractor* agrees to endorse over to the *Owner* any cheques received from the federal or provincial governments, or any other taxing authority, as may be required to give effect to this paragraph.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- .1 Add to the end of paragraph 10.2.4 the following words:
"The *Contractor* shall notify the Chief Building Official or the registered code agency, where applicable, of the readiness, substantial completion, and completion of the stages of construction set out in the *Ontario Building Code*. The *Contractor* shall be present at each site inspection by an inspector or registered code agency. If any laws, ordinances, rules, regulations, or codes conflict, the more stringent shall govern."

GC 10.4 WORKERS' COMPENSATION

- .1 Add to subparagraph 10.4.1 immediately after the first comma, the following new words:
"with each application for progress payment,"
- .2 Add subparagraph 10.4.2:
10.4.2 At any time during the term of the *Contract*, when requested by the *Owner*, the contractor shall provide such evidence of compliance by the *Contractor* and Subcontractors. The *Contractor* shall ensure that each *Subcontractor* complies with the workers' compensation legislation at the *Place of the Work*.
- .3 Add new paragraph 10.4.3:
10.4.3 Where a *Subcontractor* is not required to participate in the insurance plan provided for under the workers' compensation legislation, the *Contractor* shall require the *Subcontractor* to provide a sworn declaration of its exemption as a condition of the *Subcontractor's* admission to the *Place of Work*. When requested by the *Owner*, the *Contractor* shall require the *Subcontractor* to provide a letter of exemption under the workers' compensation legislation.

GC 11.1 INSURANCE

- .1 Add to subparagraph 11.1.1.1:
The General liability insurance policy shall contain the following: Non-Owned Automobile, Cross-liability endorsements: Cross-liability and severability of interest, Blanket Contractual, Products and Completed Operations, Premises and Operations Liability, Personal Injury Liability, Contingent Employers Liability, Work performed on Behalf of the Named Insured by Sub-Contractors, Firefighting Expenses, Elevator and Hoist Liability, Attached Machinery – while loading & unloading, and Damages to Existing Structures, as more fully described in the Contract Documents.

The following may apply: If applicable to the construction project, coverage shall include shoring, blasting, excavation, underpinning, demolition, pile driving, caisson work and work below ground surface including tunneling and grading.

- .2 Add the following words at the end of 11.1.1.8:
 “, with an aggregate limit of not less than \$5 million within any policy year and shall be in the joint names of the Contractor and the Owner.”
- .3 Delete paragraph 11.1.2 in its entirety and substitute new paragraph 11.1.2:
 11.1.2 Each of the policies of insurance shall also contain a provision requiring not less than 30 days' written notice to each named insured prior to cancellation or any material change that would reduce coverage. Upon notice of Contract award, and at least 10 calendar days prior to commencement of the *Work*, and upon any renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*. Further, the *Owner* shall be named as an additional insured on each respective policy.
- .4 Add new subparagraph 11.1.9:
 11.1.9 The parenthetical reference in CCDC 41 - INSURANCE REQUIREMENTS, paragraph 4 which reads: "(excluding flood and earthquake)" is deleted and replaced with the following: "(including flood, earthquake, testing, and commissioning)".

GC 12.3 WARRANTY

- .1 Delete from paragraph 12.3.1 the words “one year from the date when Ready-for-Takeover has been attained” and substitute the deleted words with the following “the length of time specified as the *Warranty Period*.”
- .2 Delete from the second line of paragraph 12.3.3 the words “one year warranty period” and substitute the words “*Warranty Period*”.
- .3 Delete from the second line of paragraph 12.3.4 the words “one year warranty period” and substitute the words “*Warranty Period*”.
- .4 Delete from the first line of paragraph 12.3.6 the words “one year warranty period as described in paragraph 12.3.1” and substitute the words “*Warranty Period*”.

GC 13.1 INDEMNIFICATION

- .1 Delete paragraph 13.1.1 and replace with the following:
 13.1.1 The *Contractor* shall indemnify and hold harmless the *Owner*, the Corporation, and the *Consultant*, their directors, officers, agents and employees from and against all claims, demands, losses, costs, including legal costs, damages, actions, suits or proceedings by whomever made, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by or attributable to the activities of the Contractor, its servants, agents or Subcontractors, in performing the *Work*. This indemnification shall specifically include, but not be limited to:
- .1 compliance or non-compliance with the Occupational Health and Safety Act at the Place of the *Work* and under legislation or ordinances applying to such *Work*; and

- .2 fungi and fungal derivatives (mould) directly or indirectly caused by, arising out of, related to, occasioned by or attributable to the *Work*

.2 Delete 13.1.2, 13.1.3 and 13.1.4 in their entirety.

.3 Add the following paragraph 13.1.2:

13.1.2 Without limiting the generality of paragraph 13.1.1, the *Contractor* shall, at its sole expense, assume the defence of any claim against each indemnified party or the conduct of any proceeding brought to enforce any claim against each indemnified party through legal counsel acceptable to the indemnified party. In such event, (i) the *Contractor* shall prosecute the defence or proceedings in good faith and with due diligence; (ii) the indemnified party shall co-operate and shall be entitled to participate with the *Contractor* in maintaining such defence or proceedings; and (iii) notwithstanding the *Contractor's* obligation to indemnify and save harmless the indemnified party, no settlement or admission of liability binding on the indemnified party may be made without its prior written consent, which shall not be unreasonably withheld or delayed. If the *Contractor* does not participate in or assume the defence of a claim against an indemnified party or the conduct of any proceeding brought to enforce any claim against an indemnified party, then the costs and expenses (including legal fees and disbursements) incurred by the indemnified party to defend the claim or to conduct the proceedings brought to enforce the claim shall be paid by the *Contractor*. If the parties to the claim include both (i) the *Contractor*, and (ii) one or more indemnified parties and the representation of both (i) the *Contractor*, and (ii) one or more of the indemnified parties by the same counsel or other professional advisors would be inappropriate due to the actual or potential differing interests between them (such as the availability of different defences), then each such indemnified party may elect at any time to assume control of the defence of any claim against it or the conduct of any proceeding brought to enforce any claim against it, but the costs and expenses (including legal fees and disbursements) incurred by that indemnified party shall be paid by the *Contractor*.

GC 13.2 WAIVER OF CLAIMS

.1 Delete subparagraph 13.2.1.4.

.2 Delete the reference to "395 calendar days" in the last line of paragraph 13.2.2 and substitute "120 calendar days".

.2 Delete the last sentence of subparagraph 13.2.3.4 and substitute:
"Substantial defects or deficiencies" mean those defects or deficiencies in the *Work* where the reasonable cost of repair of such defects or deficiencies exceeds:

.1 if the *Contract Price* is \$2 million or less, the sum of \$50,000, before HST ;

.2 if the *Contract Price* exceeds \$2 million, the sum of \$100,000, before HST;

but, in any event, a defect or deficiency in the *Work* which affects the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents* shall be deemed to be a "substantial defects or deficiencies" regardless of the cost of repair.

.3 Amend paragraph 12.2.5 by adding ",13.2.3.4" immediately after the reference to paragraph 13.2.3.3.

Add new PART 14 as follows:

PART 14 OTHER PROVISIONS

GC 14.1 OWNERSHIP OF MATERIALS

14.1.1 All *Work* and *Products* delivered to the *Place of the Work* by the *Contractor* shall be the property

of the *Owner*. The *Contractor* shall remove all surplus or rejected materials when notified in writing to do so by the *Consultant*.

GC 14.2 CONSTRUCTION LIENS

- 14.2.1 *Contractor* acknowledges that *Owner* is an agent of the Crown in Right of Ontario and that liens may not be registered against Crown property pursuant to the Ontario *Construction Act*. Liens may be preserved by sending written notice to the *Owner* in accordance with the *Construction Act*.
- 14.2.2 In the event that a claim for lien is made against the *Project* by a *Subcontractor* or *Supplier*, and provided the *Owner* has paid all amounts properly owing under the *Contract*, then the *Contractor* shall, at its own expense:
- .1 within 10 calendar days, ensure that any and all claims for lien and certificates of action are discharged, released, or vacated by the posting of security or otherwise; and
 - .2 in the case of written notices of lien, ensure that such notices are withdrawn, in writing.
- 14.2.3 In the event that the *Contractor* fails to conform with the requirements of paragraph 13.2.1, the *Owner* may fulfil those requirements without *Notice in Writing* to the *Contractor* and set off and deduct from any amount owing to the *Contractor*, all costs and associated expenses, including the costs of posting security and all legal fees and disbursements associated with discharging or vacating the claim for lien or certificate of action and defending the action. If there is no amount owing by the *Owner* to the *Contractor*, then the *Contractor* shall reimburse the *Owner* for all of the said costs and associated expenses.

GC 14.3 CONTRACTOR DISCHARGE OF LIABILITIES

- 14.3.1 In *addition* to the obligations assumed by the *Contractor* pursuant to General Condition 3.7 – SUBCONTRACTORS AND SUPPLIERS, the *Contractor* agrees to discharge all liabilities incurred by it for labour, materials, services, *Subcontractors* and *Products*, used or reasonably required for use in the performance of the *Work*, except for amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.

GC 14.4 RECORDS/DAILY REPORTS/DAILY LOGS

- 14.4.1 The *Contractor* shall maintain and keep accurate *Project* records (which means all tangible records, documents, computer printouts, electronic information, books, plans, *Drawings*, *Specifications*, accounts or other information relating to the *Work*) in its office in accordance with requirements of law, but in any event for not less than 6 years from *Substantial Performance of the Work* or until all claims have been settled. During this time, the *Contractor* shall allow the *Owner* access to the *Project* records during normal business hours upon the giving of reasonable notice. The *Contractor* shall ensure that equivalent provisions to those provided herein are made in each subcontract and shall require the *Subcontractors* and *Suppliers* to incorporate them into every level of contract thereunder for any part of the *Work*.

GC 14.5 BONDING / CONTRACT SECURITY

- 14.5.1 The *Contractor* shall, upon notice of Contract award, and at least 10 calendar days prior to commencement of the *Work*, provide the *Owner* any Bonding / *Contract* security specified in the *Contract Documents*.
- 14.5.2 The Performance & Labour and Material Bonds / *Contract* security must be submitted in a digital format, which is an electronically verifiable and enforceable (e-Bond). The digital bonds must be

accompanied by all instruction details necessary for accessing the digital bond authentication process.

- 14.5.3 If the Contract Documents require surety bonds to be provided, such bonds shall be issued by a duly licensed security company authorized to transact the business in the province or territory of the *Place of Work* and shall be maintained in good standing until two years following the Ready-for-Takeover date. The form of such bonds shall be in accordance with the Ontario *Construction Act*, and where the Act does not apply to prescribe a form of bond, then in accordance with the latest edition of the CCDC approved forms.
- 14.5.4 If approved changes pursuant to the Contract result in approved increase or cumulative increases to the Contract Price, the Contractor shall promptly acquire additional bonding at the Owner's expense. Where additional bonding premiums are paid by the Owner, the Contractor shall promptly submit written confirmation that the premiums were paid to the surety and promptly provide the Owner with the original revised performance bond(s).

END OF PART 2

PART 3 – SCOPE OF WORK

INTRODUCTION

With a population of approximately 30,000, the Town of Orangeville (the “Town”) is the largest urban centre in Dufferin County. As the major urban centre, the Town is seeking qualified contractors to expand the Operations Centre garage. The Operations Centre is located on 500 C-Line Orangeville, Ontario.

The proposed project is a 560 sq.m., 1-storey garage addition with a building height of 6.9 meters. The proposed garage addition will have a wash-bay enclosed area, an open bay service area with 3 drive-in overhead garage doors, and a 32 sq.m. enclosed storage mezzanine on an upper level. This proposed addition will be directly attached to the existing municipal repair garages. The proposed exterior walls will be completed using a 5” insulated metal panel wall system and the new roof will be a conventional 2-ply asphalt roofing system.

CONSTRUCTION SPECIFICATIONS

Appendix A - Architect Drawings

Appendix B – Specifications

Appendix C – Supplemental Standards

Operational Constraint – Project Schedule

No on-site works are to occur prior to the conclusion of the Town of Orangeville Operations Week, which runs from May 26 - 30th, without prior written approval by the Town.

ADDITIONAL GOODS OR SERVICES

Where required to complete the project, the Town may, from time to time, engage the Contractor to supply additional services in the course of contract administration. Additional services shall be as described in an amendment to the Contract, a change order or a purchase order and shall be billed at prices that do not exceed the prices in the Contract.

TOWN CONTRACT REPRESENTATIVE

The Town’s representative for all matters concerning this Contract and the services shall be:

[To be inserted at time of Contract preparation]

TOWN'S CONTRACTOR HEALTH AND SAFETY PACKAGE

The Contractor will be required to review, sign and submit the Town's Contractor Health and Safety Acknowledge and Safety Checklist prior to commencing the work, and to re-submit the document on an annual basis.

A pdf version of the Health and Safety document is available at Orangeville.ca, at the following webpage: <https://orangeville.ic12.esolg.ca/en/doing-business/resources/Documents/Contractor-HS-Package-Final-v.2023-03-09.pdf>

Alternatively, a webpage version is available: <https://www.orangeville.ca/en/town-hall/contractor-occupational-health-and-safety-requirements.aspx>.

Once executed, the Contractor Health and Safety Acknowledge and Safety Checklist shall be deemed to be incorporated as a schedule to the Contract.

PART 4 – ADDITIONAL INFORMATION

- Appendix A - Architect Drawings
- Appendix B – Specifications
- Appendix C – Supplemental Standards