



Addendum #4

Bid Opportunity: RFT-2025-166 - Operations Centre Garage Expansion

Closing Date: Wednesday, April 23, 2025 2:00 PM

This Addendum will form part of the RFP document.

In the event of any conflicting or inconsistent information, this addendum will take precedence over all requirements of the original RFP document and any addenda issued previously.

All other requirements of the RFP document remain the same.

Bidders must acknowledge receipt of this addendum, in the field requested, when submitting their bid.

AMENDMENTS

Amendment 1:

Request for Tender (RFT), PART 2 – DRAFT CONTRACT, from pages 24 to 50, is deleted and replaced with the Town's updated CCDC 2 Supplementary Conditions which are **attached** to this Addendum #4 below.

For the Bidders reference, the previous list of 'Additional Contract Terms' and 'Supplementary Conditions' have been predominantly consolidated and integrated into a single list of 'Supplementary Conditions'.

Clarification note on the subject of customs duties / tariffs:

As per CCDC 2 (2020)
PART 10 GOVERNING REGULATIONS
GC 10.1 TAXES AND DUTIES
[Existing CCDC 2 Terms and Conditions]

10.1.1 The Contract Price shall include all taxes and customs duties in effect at the time of the bid closing except for Value Added Taxes payable by the Owner to the Contractor as stipulated in Article A-4 of the Agreement – CONTRACT PRICE.

10.1.2 Any increase or decrease in costs to the Contractor due to changes in taxes and duties after the time of the bid closing shall increase or decrease the Contract Price accordingly.

CCDC 2 (2020)
SUPPLEMENTARY CONDITIONS

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.

.2 Add new paragraph 10.1.4:

10.1.4 The Contractor shall provide the Owner with appropriate documentation, to substantiate any increase or decrease in cost, due to changes in taxes and duties which occur after the bid closing. The documentation may include, but is not limited to a: bill of lading or CCD with CCN and date of entry into Canada; B3-3 form showing customs release date, tariff classification, and surtax applied, and also the specific tariff rate applied, reference to the CBSA customs notice or regulation confirming the tariff's effective date and applicability to the cost or material. The Owner will subsequently review the sufficiency of the documentation and the final decision on approving the increase or decrease in the Contract Price shall be at the sole discretion of the Owner, of which approval shall not be unreasonably withheld.

Amendment 2:

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

Revised:

The following paragraph is revised (as underlined below) to include specific references to the inclusion of customs duties/tariffs to align with the existing CCDC 2 (2020) contract terms and conditions:

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 (except value-added HST taxes), customs duties/tariffs and all other costs associated with providing all the work, and carrying out the activities outlined in the Scope of Work and the Contract.

Add:

The following paragraph is added to the FINANCIAL BID FORM (as underlined below):

The Preferred Bidder shall provide a supplementary pricing breakdown of all United States of America (US) materials and costs for the purposes of administrating terms and conditions of the Contract pertaining to customs duties/tariffs.

Amendment 3:

The following dates are hereby added to Part 3 – Scope of Work, under new heading TIMELINE AND KEY DATES:

Commencement Date: June 1, 2025

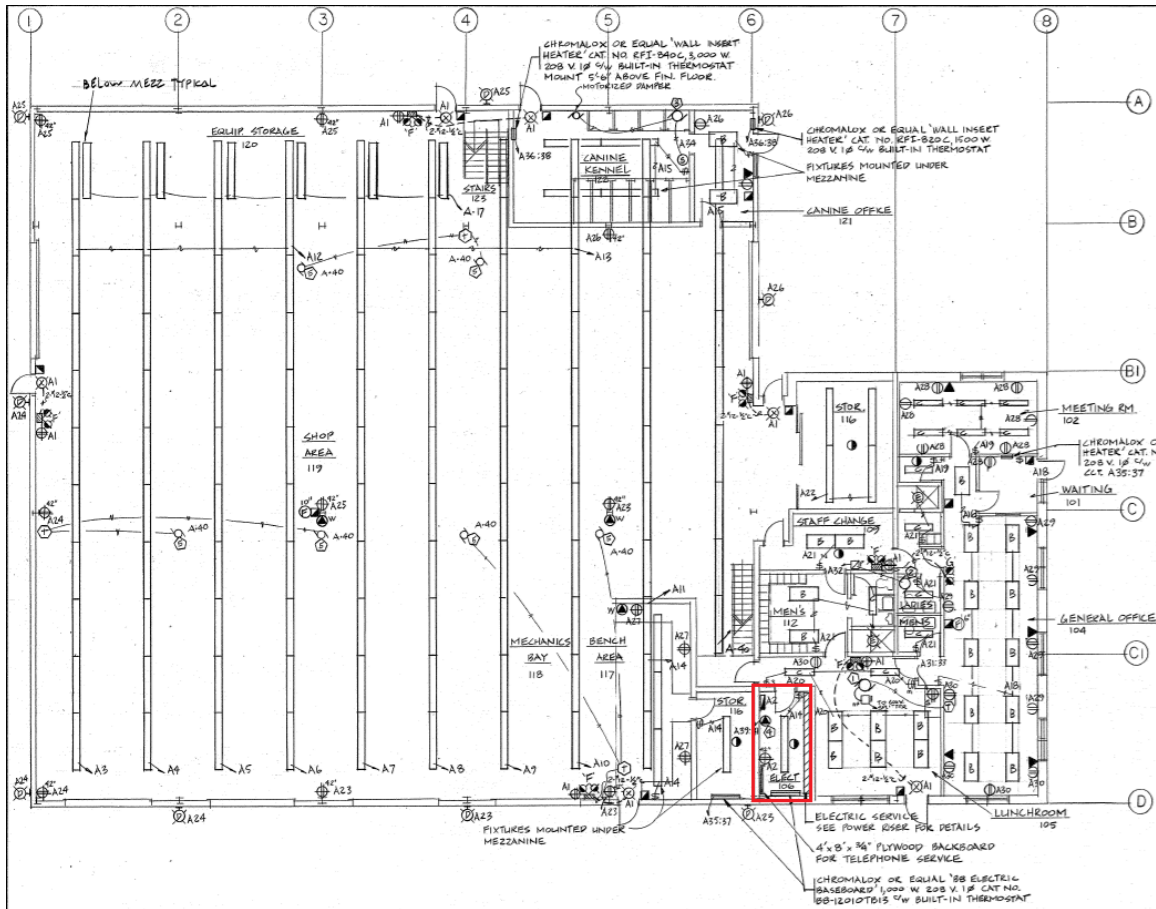
Ready-for-Takeover: Oct. 31, 2025

Question 1:

In regards to the answer to question #2 in Addendum #3, the location of existing electrical room by gate. Please provide a drawing indicating the location of the electrical room on the drawing with proper scale as the answer is too vague for a proper measurement

Answer 1:

Refer to sketch below for more details.



Question 2:

Is there a base-build fire alarm contractor who is to be used for the new fire alarm scope? if not, would it be possible to provide information on the existing fire alarm system (manufacturer, panel information, etc)

Thanks

Answer 2: As further clarification to Answer 1 on Addendum #3: The existing fire alarm panel is a Conventional EST Fireshield. It is no longer required to use the base building fire alarm service provider. Contractor may retain any certified fire alarm contractor to test, verify and commission the installation.

Question 3:

Can we ask for the existing distribution information? What is the distance to the main electrical panel & what is the make/model?

thanks

Answer 3: The service for G1 will tap off of the existing main 600V,200A,3ph splitter located in the electrical room. The distance is approximately 200' from the electrical room to panel G1.

Question 4:

Could you please advise if any base building trade we need to carry, including Fire alarm, BAS, Security ?

Answer 4: As further clarification to Answer 7 on Addendum #3: Electrical Contractor will need to carry a certified base building Fire Alarm service provider to test, verify and commission fire alarm device modifications and additions. Security is rough-in only, install of devices and integration to existing system is not part of scope. Refer to Mechanical design for BAS requirements.

Question 5:

One Drawing E2, Detail 1/E2 – Single Line Diagram – indicates existing splitter is 600V 3-phase 3-wire. This feeds panel G1 which is noted as 347/600V 3-phase 4-wire. The feeder from splitter to panel is 3 phase conductors, so no neutral available. Either the splitter and feeder information need to be corrected, or there needs to be a delta-wye transformer added between the splitter and the panel to create a neutral. This voltage discrepancy impacts the expected 347V circuit for FFH. Please confirm/coordinate the existing and proposed distribution details.

Answer 5: Refer to the attached addendum ADD-E02 for further clarification, the panel G1 has been revised to 3-phase, 3-wire. The supply to the FFH has been revised to 600V,3ph.

Question 6:

The Type C2 fixture notes reference a mounting kit. Please confirm if the intent is to include 45-deg mounting brackets, which are an option for this fixture.

Answer 6: The manufacturer has confirmed that the default mounting bracket is sufficient for wall mounting the fixture. No option mounting bracket is required for this fixture.

Question 7:

For vapour-tight Type A and C fixtures, please confirm if standard nylon hardware is acceptable or if stainless steel latches are required.

Answer 7: Provide stainless steel latches for both fixtures.

Question 8:

What is the FFE for the ground floor? To determine the wall perimeter height, the structural drawing indicates that the underside of the footing is 1400mm below grade, which is at an elevation of 416.0m. However, I could not find the FFE number on the architectural drawing.

Answer 8: As further clarification to Answer 17 on Addendum #3: The geodetic FFE of the ground floor level shall be 453.65m as noted on the civil drawing (C1) and represented on the architectural drawings as GROUND FLOOR '0'.

For further clarifications, the building expansion's finished floor elevation of '0' is the same as the existing building's finished floor elevation of '0'.

For further clarity, the site servicing plans and/or architectural drawing elevations would supersede the borehole ground surface and FFE elevations provided in our report. The borehole elevations were provided to illustrate the relative difference with respect to the existing floor slab elevation.

We reviewed our survey calculations, and the borehole elevations would need to be adjusted by adding 35.8 m to match the design drawing vertical datum. The revised borehole elevations are provided below for reference.

BH No.(s)	Report Ground Elev. (m)	Revised Ground Elev.
BH-1	417.3	453.1
BH-2	417.6	453.4
BH-3	417.6	453.4
BH-4	417.5	453.3
BH-5	417.7	453.5

Question 9:

Electrical Drawing E4 shows a 30amp, 600volt welder disconnect. But on the C1 electrical panel there is no provision for this? Do we just supply conduit to disconnect with pull string?

Answer 9: Refer to the attached addendum ADD-E02 for further clarification. This disconnect is to be provided a 600V,30A,2P feed from panel G1.

Question 10:

There are new breakers/SW in existing panels/ splitter, kindly provide us the specs.

Answer 10: The new 600V service supplying the addition will be fed from the existing main splitter located within the main electrical room via a new 600V,100A,3P fused disconnect switch. Refer to single line diagram detail 1/E2 for more information.

Question 11:

Reference Drawing E2 Detail 1 (Proposed Partial Single Line Diagram) E4. Drawing E2 shows new feeder from existing electrical to feed Panel G1 but on

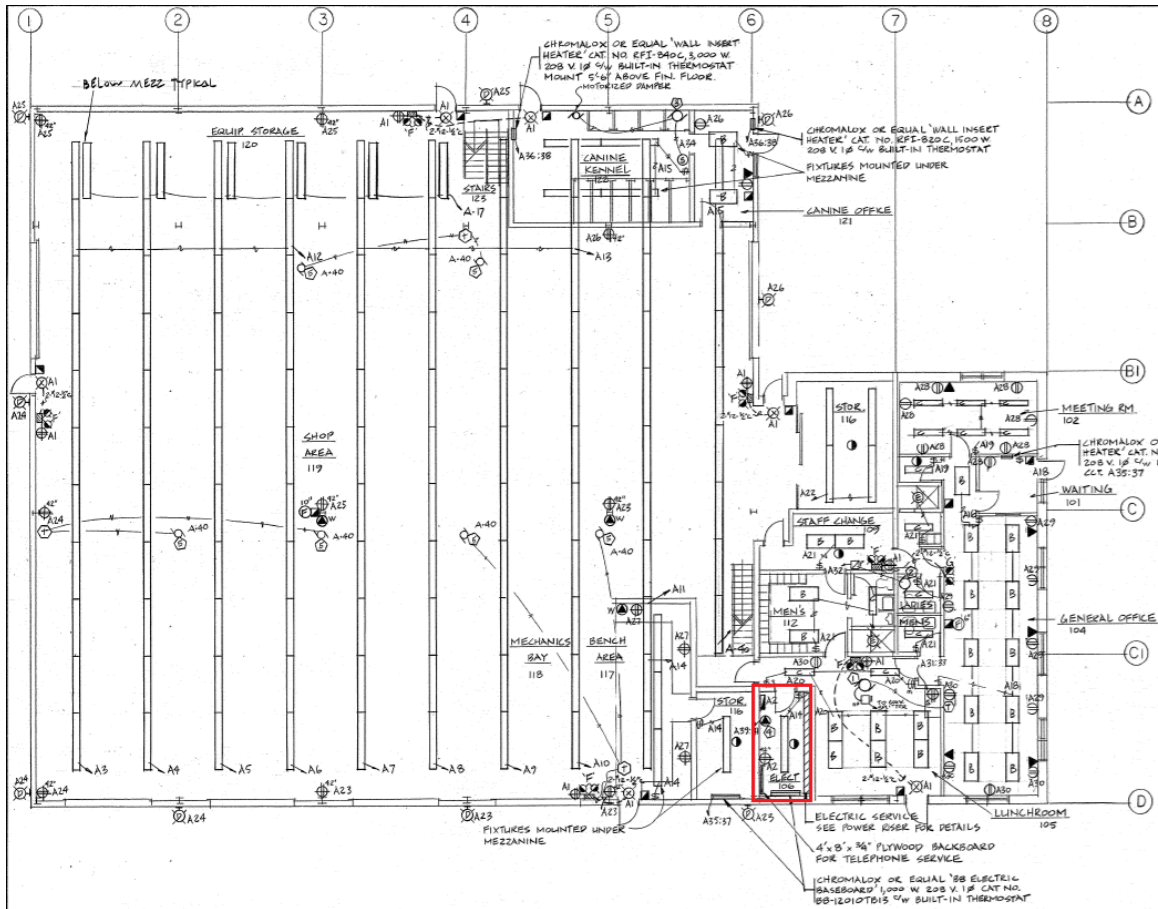
Drawing E4 it states to 'Contractor to modify and extend the existing 3 emt from main electrical room to new garage electrical room Panel G1'. Please clarify what drawing is correct.

Answer 11: There is an existing empty 3” conduit running from the main electrical room which terminates in the existing Shop area. The contractor is to utilize this existing conduit and extend it as required to the location of Panel G1 within the addition.

Question 12:

Please confirm the following: What is brand/manufacture is the existing fire alarm system? If the fire alarm system is addressable or conventional? Where is the main fire alarm panel is located? Is there new zones to be added?

Answer 12: As further clarification to Answer 29 on Addendum #3: Existing fire alarm system is a Conventional EST Fireshield panel located in the main electrical room (refer to sketch below for location). The existing zone supplying the adjacent shop area shall be extended to pick up the new devices within the addition.



Question 13:

Demo: Exterior of original electrical on building to be demo back to the closest junction box or back to source?

Answer 13: Demolish back to source. If the circuit supplies other existing to remain equipment, demolish back to splice and maintain the existing circuit as required.

Question 14:

Lighting: On the drawing feed is zig zagged on the drawing, but EMT must be ran to all fixtures? Or EMT can be ran to a junction box close to fixture then a 10ft piece of BX can be used to tie into each fixture?

Answer 14: Wiring shown on drawing is for circuiting and control only. Exact wiring routing to be determined by contractor on site. EMT to be run to each fixture with only final termination by BX as required for suspended fixtures.

Question 15:

3" pipe run: It says to modify and extend 3" conduit coming from main electrical room to sub electrical room in new area. What is the overall distance? How much are we extending the 3" EMT? And is this the feed from the new 100A disconnect to the new 600V 100A panel? Or do you want a new 1-1/2 EMT pipe ran as well according to the drawings?

Answer 15: The overall distance is approximately 200'. It is estimated that the existing 3" conduit will cover the first 50' of this run. There will only be one (1) feed from the new 100A disconnect switch to the new G1 panel. This feed will utilize the existing 3" empty conduit, and the contractor will extend this conduit (the extension can be downsized to 1-1/2" EMT) to the G1 panel.

Question 16:

Can we please be approved to quote JW LED and ReadyLite for this project? The dropbox link has our spec sheets and updated photometric reports. We have been involved with the project since 2022 but switched manufacturers last year, and would appreciate if we could quote our new manufacturer as an approved alternate.

<https://www.dropbox.com/scl/fo/zxcn0amliaq8a8j8o4tui/ANtaqin0ICJFcz4VlxyYTSM?rlkey=m8w87cbx5xzmt6u60uuic1uvr&st=px1igho9&dl=0>

Answer 16: The Town may have specified certain product and brand names throughout the solicitation documents. Equivalents will not be considered during the bidding period.

Question 17:

As it relates to item A9, please advise if the use of a Fibre Roll barrier is an acceptable alternative in accordance with OPSD 219.160 and 219.120.

Answer 17: A Fibre Roll barrier is an acceptable alternative in accordance with OPSD 219.160 and 219.120.

Question 18:

Can you kindly provide in-slab heating layout?

Answer 18: The exact layout of the heating tubing is provided by the manufacturer as part of the shop dwg review process.

Question 19:

- 1- who is to supply lighting/emergency exits/ remote heads/ and electric heaters.
- 2- I do not see a breaker in panel G1 that should supply 3kw electric force heater.
- 3- what's the wattage/kw of baseboard heaters.
- 4-there is mention of extending the 3' electrical pipe from existing building to power equipment for the new building in its preposed electrical room. Is this surface mount or under ground. And what is the distance this pipe will need to be extend.
- 5- will there be any more site visits available.
- 6- who is the original fire alarm contractor and can I have contact info.

Answer 19:

- 1- Contractor shall supply all devices and equipment indicated.**
- 2- Refer to attached addendum ADD-E02 which provides instruction on the**

circuit breaker for the FFH.

3- Refer to Mechanical drawings. Mezzanine 2000w (typ.2)

4-The overall distance is approximately 200'. It is estimated that the existing 3" conduit run in the ceiling space will cover the first 50' of this run. The contractor will extend this conduit (the extension can be downsized to 1-1/2" EMT) to the G1 panel.

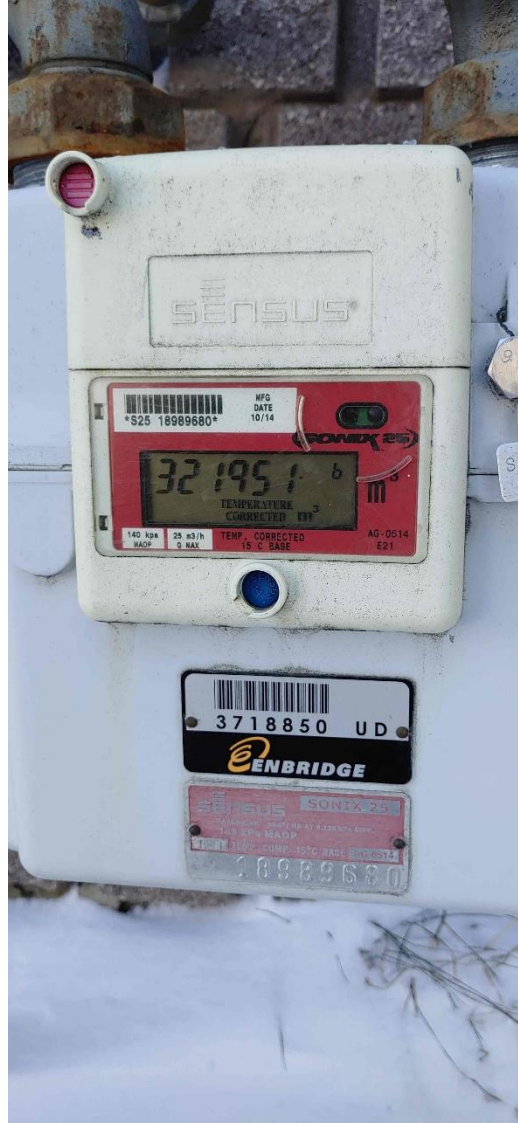
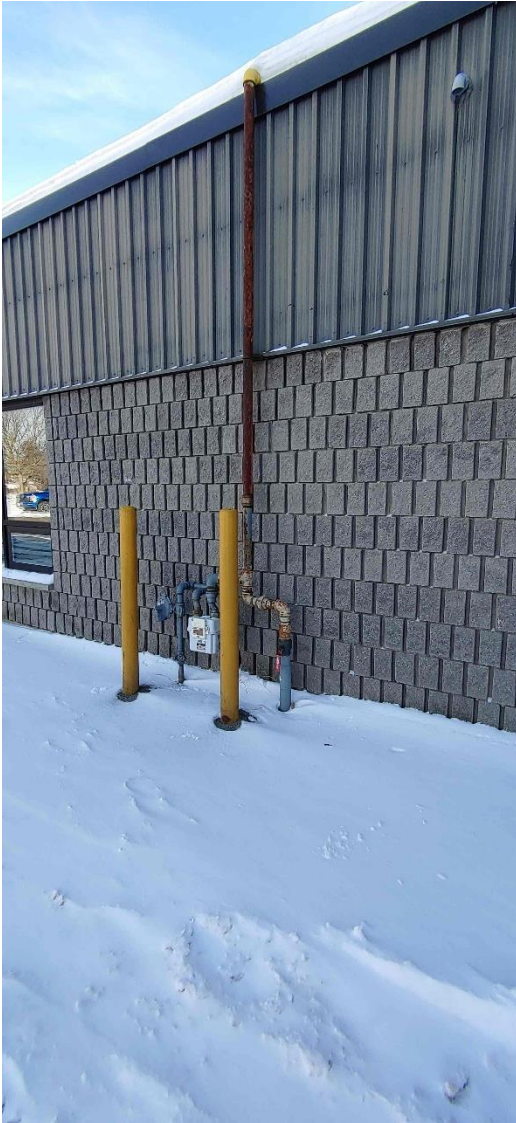
5- Access to the property was provided on March 25th site meeting. An additional site meeting will not be held.

6- It is no longer required to use the base building fire alarm service provider. Contractor may retain any certified fire alarm contractor to test, verify and commission the installation.

Question 20:

Please indicate the exact location of existing gas meter.

Answer 20: The meter is located on the side of the existing building, see photos below.





Question 21:

Please provide make/model# for the expansion tank shown on M4.

Answer 21: See below.

EXPANSION TANK SCHEDULE						
UNIT NO.	UNIT NAME	TANK VOL. (USGALS)	DIAxHEIGHT (IN)	CONNECTION DIA.(IN)	WEIGHT (LBS)	REMARKS
EXP-1	SNOW MELTING SYSTEM EXPANSION TANK	20	15.5"x32.5H	1" NPT	33	BELL & GOSSETT PRE-CHARGED (12 PSI) EXP TANK MODEL HFT-40V LIGHT COMMERCIAL DIAPHRAGM TYPE EXPANSION TANK

Question 22:

On drawing M3, the tag "EW" is noted as Combination Eyewash and Emergency Shower Station, while on M4, the plumbing fixture schedule lists "EW" as an Eye/face wash. Please clarify.

Answer 22: Revised EW is to be Guardian G1902, please disregard previously specified EW, see attached spec for Guardian G1902.

Question 23:

Would the successful GC be able to utilize to owners water and power?

Answer 23: The successful GC will be allowed to use the Owner's water and power for the Work.

Question 24:

Please advise on work/staging area extents so that we may quantify amount of site hoarding required.

Answer 24: Refer to the image below for available laydown areas.



Question 25:

Are there liquidated damages on this project?

Answer 25: Yes, please refer to the CCDC 2 – Supplementary Conditions, GC 6.5 DELAYS AND LIQUIDATED DAMAGES, .3 Add new paragraph 6.5.6. as illustrated in the relevant excerpt below:

Additionally, the complete CCDC 2 – Supplementary Conditions are attached to this addendum 4.

GC 6.5 DELAYS AND LIQUIDATED 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*.

If the *Work* called for under the *Contract* is not finished or completed by the Ready-for-Takeover date or as extended in accordance with the process set out in the *Contract*, a loss or damage will be sustained by the *Owner*. Since it is and will be impracticable and extremely difficult to ascertain and determine the actual loss or damage which the *Owner* will suffer in the event of and by reason of such delay, the *Contractor* will pay the *Owner*, the sum of one thousand five hundred dollars (\$1,500.00) as liquidated damages for each and every calendar day delay in finishing the *Work* beyond the Ready-for-Takeover date prescribed. Contractor accepts that this amount is a reasonable estimate of the actual loss or damage to the *Owner* which will accrue during the period in excess of the prescribed Ready-for-Takeover date. The *Owner* may deduct any amount due from any monies that may be due or payable to the *Contractor* on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the *Owner*.

Question 26:

Addendum #2 refers to the wash bay grating now being a part of the cash allowance. Will this apply to the trench drain and grate since I don't see loading requirements or specifications for the trench drain?

Answer 26: As further clarification to Answer #41 on Addendum #3: The galvanized grate will now be part of the Cash Allowance; the design will be

confirmed later. Shop drawings will be required to be produced & signed by a P.Eng. Review and Approval of this item will be required prior to fabrication.

Furthermore, the trench drains are not part of the Cash Allowance. The supply and installation of all trench drains shall be carried in the base bid.

**The trench drains are designed for truck loading.
(see attached technical data sheet EN2000- Channel-2019).**

Question 27:

When are the expected start and completion dates for the project?

Answer 27: The Ready for Take-over Date of October 31, 2025 appears on page 3 of the tender, within the 1. Introduction.

Amendment 3:

The following dates are hereby added to Part 3 – Scope of Work, under new heading TIMELINE AND KEY DATES:

Commencement Date: June 1, 2025

Ready-for-Takeover: Oct. 31, 2025

Question 28:

• In regards to drawing C1, for the abandonment of the existing 50mm sanitary line. Is any grouting of the existing pipe that is to be abandoned required? Or is only a disconnect and cap in place at the new service location required?

Answer 28: For Clarification, Disconnect and Cap.

Question 29:

• In regards to Dwg C1, there is a note just west of proposed MH.B that refers to an existing headwall, however, no headwall is shown on google earth satellite imaging, nor is any storm service shown on the drawing. What is this note

referring to? Is there an old headwall underground that will need to be broken out in order to run the new sanitary service?

Answer 29: Hand well per survey. Refer to survey prepared by Van Harten, dated, July 17, 2023 project number 32211-23 and included with this addendum for further detail.

Question 30:

• In regards to drawing C1, there is a note just west of proposed MH.B that states WV. This note typically refers to a water valve, but no existing water service is shown on this drawing. Is there an existing water service that will have to be crossed? Or is this a valve for the existing sanitary service that is to be abandoned, and if so, is the valve required to be removed like the cleanouts?

Answer 30: Refer to survey prepared by Van Harten, dated, July 17, 2023 project number 32211-23 for further detail. Additionally, general contractor to engage locate company to identify all buried services before any construction begins. Any conflict with existing utilities are to be communicated to the engineer for resolution of conflict.

Question 31:

3" pipe run: It says to modify and extend 3" conduit coming from main electrical room to sub electrical room in new area. What is the overall distance? How much are we extending the 3" EMT? And is this the feed from the new 100A disconnect to the new 600V 100A panel? Or do you want a new 1-1/2 EMT pipe ran as well according to the drawings? Please advise.

Answer 31: The overall distance of the run from the Electrical room to the new panel G1 is approximately 200'. The length of the existing 3" conduit is approximately 50'. The intent is to supply the new feed from the new 100A disconnect to Panel G1 utilizing the existing 3" conduit. Since the existing conduit does not extend all the way to the new mechanical room, it will need to be extended to the new mechanical/elec room.

Question 32:

Is air balancing required as there is no spec for this section. If yes, are there any preferred contractors for this scope?

Answer 32: Hydronic balancing is required for the in-floor heating system. There is no preferred contractor, just need to be a certified technician and company.

Question 33:

Regarding addendum 3 - Q&A #17

Answer 17: The geodetic FFE of the ground floor level shall be 453.65m as noted on the civil drawing (C1) and represented on the architectural drawings as GROUND FLOOR '0'.

Please confirm the underside of footing is -1400mm from FFE 453.65 (and disregards the foundation note #2 on drawing S2.1 about elevation 416.0m)

Regards,

Answer 33: For clarification, the underside of footing shall be -1400mm shall be from finished exterior grade.

Question 34:

- In regards to drawing C1 and the existing headwall. Depending on the location of this headwall, the storm invert conflicts with the proposed sanitary invert at this potential crossing (STM = 450.01 - SAN = 449.99). It is likely that the sanitary service would have to be installed at a deeper elevation to achieve minimum crossing requirements. Will there be a revised C1 drawing to account for this or should we not include for this potential conflict during tender and it will be dealt with as a potential extra upon further site investigation?

Answer 34: Refer to Answer 29.

Question 35:

Can you please confirm the validity period for the tender as there is a discrepancy in the tender documents. Section 5 (Bid Security) notes our bid security is required to be valid for sixty (60) days, while within section 8 (Bids are irrevocable offers) it notes that the validity period is ninety (90) days. Can you please confirm if the irrevocable period for this tender is 60 or 90 days?

Answer 35: The irrevocable period shall be 90 days.

Question 36:

Dwg. 2/A-103 & F4/S2.2 shows galvanized steel grate. What grating size is required as the drawings doesn't specify and whether it's serrated or not? Also, if one side requires galvanized hinges, would the other side require latch or handle?

Answer 36: The galvanized grate will now be part of the Cash Allowance; the design will be confirmed later. Shop drawings will be required to be produced & signed by a P.Eng. Review and Approval of this item will be required prior to fabrication.

Question 37:

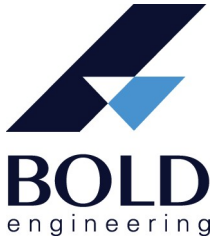
Are we supply the steel bollards as galvanized and the paint finishes being handled by the painting contractor? Otherwise, what type and color of paint required?

Answer 37: GC will be responsible for the supply, installation and painting of the bollards as noted on the architectural drawings.

Question 38:

Is there is a specific paint finishes required for all the structural steel or is it standard shop primer? The specs only mentions about misc metals fabrications.

Answer 38: The structural steel shall be shop primed in a standard Grey colour.



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ADD
#E02

Project:	Orangeville Operation Centre Renovations	Project No.	B22.367.32
Address:	500 C Line, Orangeville, ON	Date:	2025-04-09
To:	Frank Alaimo Alaimo Architecture Inc. T: 905-856-8240 ex 101 E: frank@alaimoarchitecture.com	From:	Devin Bliefert Bold Engineering Inc. 2778 Dufferin Street, Suite 104 Toronto, ON M6B 3R7 T: 416-556-0766 E: dbliefert@boldengineering.ca

This addendum shall form an integral part of the Bid Documents for the above project and shall be read in conjunction therewith. This addendum shall, however, take precedence over all requirements of the previously issued Drawings and Specifications with which it may prove to be at variance, unless otherwise clarified by the Engineer.

ELECTRICAL DESIGN:

1. REFERENCE DRAWING: E2 – ELECTRICAL LEGEND, SLD AND SCHEDULES

1. One (1) 600V,30A,2P circuit breaker has been added to Panel G1#7,9 to supply power to the Welder disconnect. Refer to sketch below for more information.

PANEL 'G1'

VOLTAGE: 600V, 3PH, 3W

MAINS: 100A, MLO

TYPE: POWER PANEL

NEW ☒

EXISTING ☐

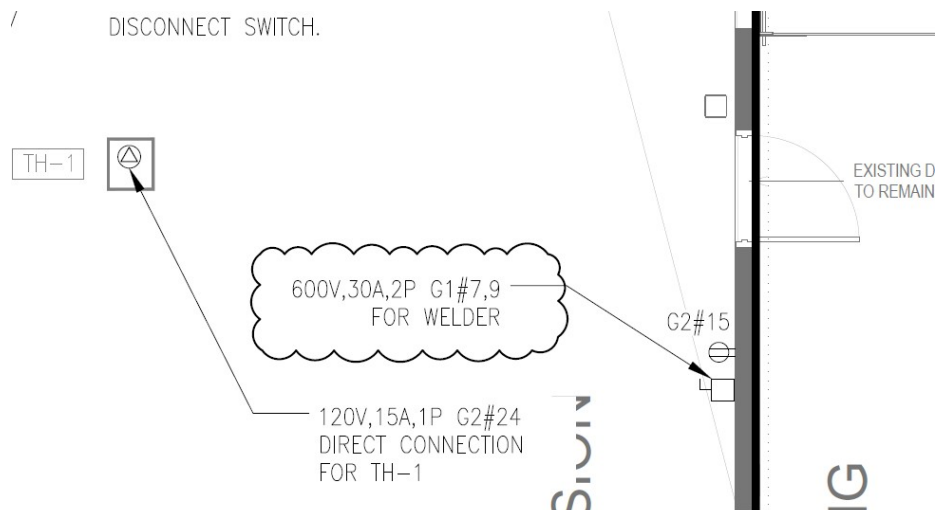
MOUNTING: SURFACE

LOCATION: AS SHOWN

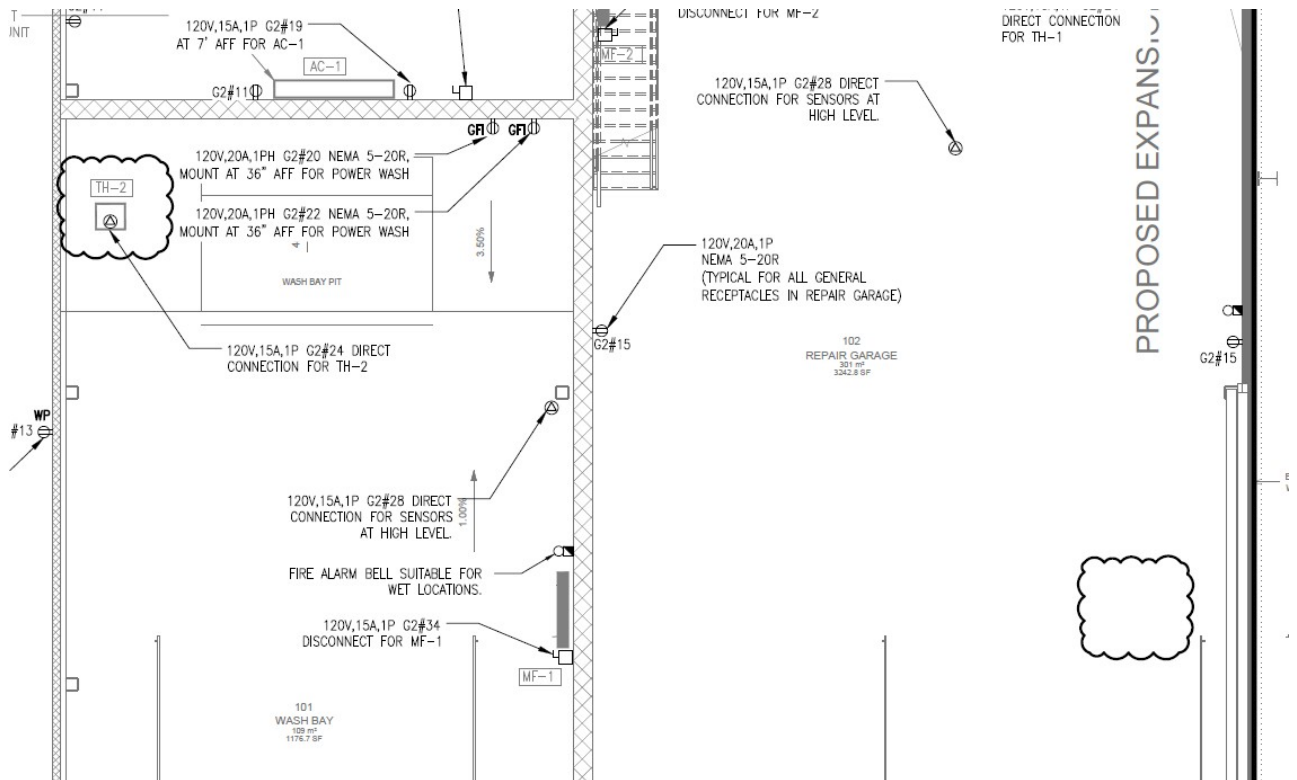
LOAD DESCRIPTION	BRKR. SIZE	CCT. No.	PHASE			CCT. No.	BRKR. SIZE	LOAD DESCRIPTION
			A	B	C			
COMPRESSOR	15A	1	●			2	15A	FFH-1
		3		●		4		
		5			●	6	3P	
WELDER	30A 2P	7	●			8		
		9		●		10		
		11			●	12		

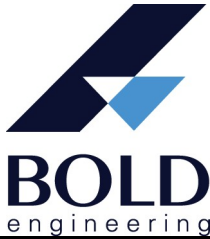
2. REFERENCE DRAWING: E3 – PROPOSED POWER PLAN – GROUND FLOOR

- The information for the feed supplying the Welder Disconnect Switch has been updated to include the circuit G1#7,9. Refer to sketch below for more information.



2. The 120V,15A,1P direct connection for Tube Heater TH-3 within the 102 Repair Bay has been removed from the scope of work. Refer to sketch below for more information.
3. The location for the TH-2 unit within the 101 Wash Bay has been revised to match the Mechanical changes. Refer to sketch below for more information.





No: Addendum #E02
To: All Bidders

Project No: B22.367.32
Date: 2025-04-09

Issued by:
BOLD Engineering Inc
Per:
Devin Bliefert, P.Eng.
Electrical Engineer

Bold Engineering Inc.
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End of Addendum

☐ **G1902** Safety Station with Eyewash, Stainless Steel Bowl

Application: Combination eyewash and shower safety station. Eyewash features a stainless steel bowl with two GS-Plus™ spray-type outlet heads that deliver a flood of water for rinsing eyes.

Shower Head: 10" diameter orange ABS plastic with 20 GPM flow control.

Shower Valve: 1" IPS chrome plated brass stay-open ball valve. Valve is US-made with chrome plated brass ball and PTFE seals. Furnished with stainless steel actuating arm and 29" stainless steel pull rod.

Spray Head Assembly: Two GS-Plus™ spray heads. Each head has a "flip top" dust cover, internal flow control and filter to remove impurities from water flow.

Eyewash Bowl: 11-1/8" diameter stainless steel.

Eyewash Valve: 1/2" IPS chrome plated brass stay-open ball valve. Valve is US-made with chrome plated brass ball and PTFE seals.

Pipe and Fittings: Schedule 40 galvanized steel. Furnished with orange polyethylene pipe covers for high visibility and corrosion resistance.

Supply: 1-1/4" NPT female top or side inlet.

Waste: 1-1/4" NPT female outlet. Outlet can be positioned at either 9-1/4" or 19-5/8" above finished floor by reversing lower pipe nipples.

Sign: ANSI-compliant identification sign.

Quality Assurance: Valve and spray head assemblies are factory assembled and water tested prior to shipment.

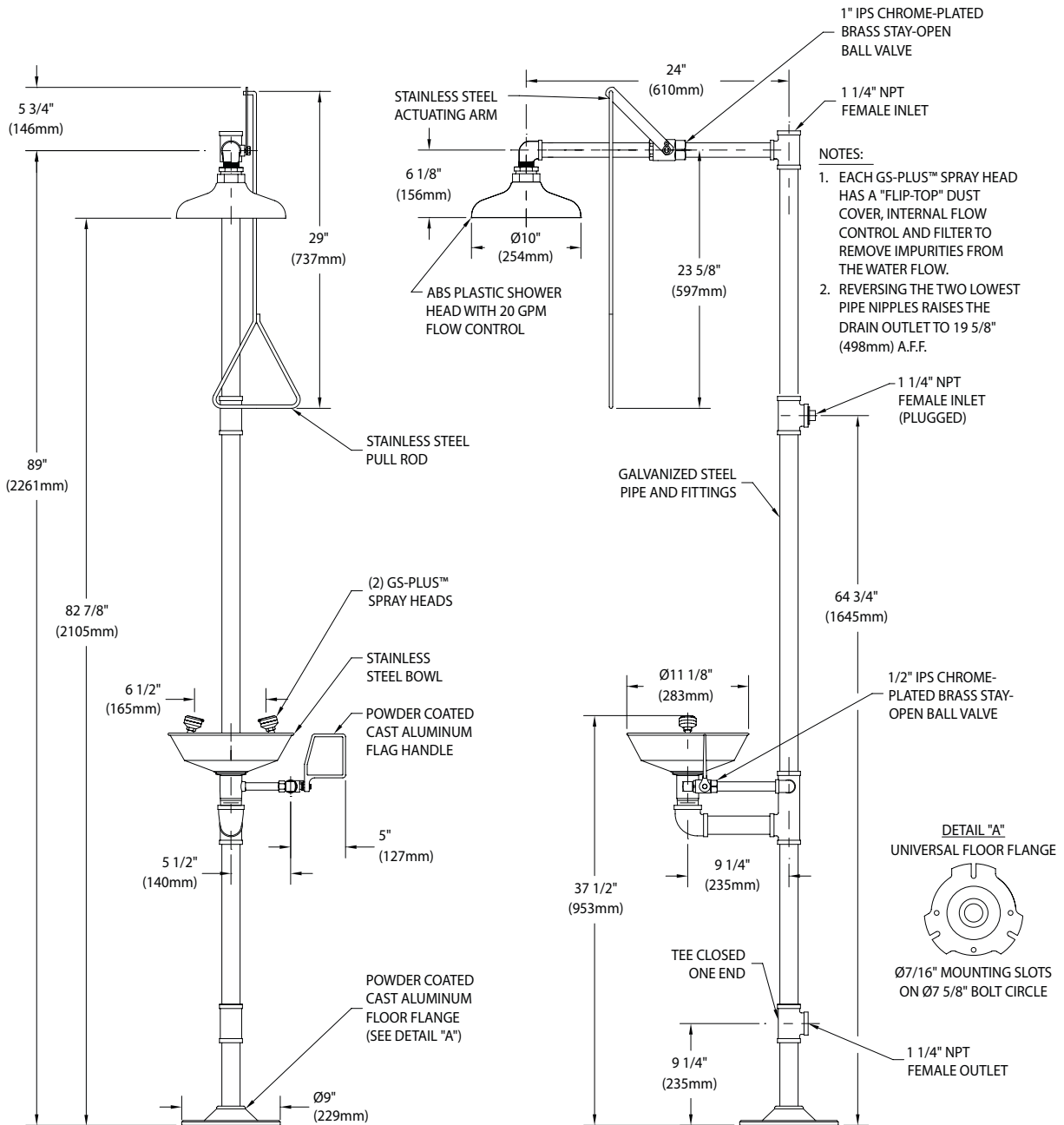
Available Options

- ☐ **GC** Powder coated finish on galvanized pipe and fittings. Available colors include orange, yellow, red and green.
- ☐ **GRN** Green ABS plastic shower head.
- ☐ **YEL** Yellow ABS plastic shower head.
- ☐ **SSH** Stainless steel shower head.
- ☐ **AP275-200** Electric flashing light and alarm horn unit for mounting on wall or vertical pipe. Light illuminates and horn sounds when eyewash or shower is activated. Furnished complete with flow switch and mounting hardware.
- ☐ **AP250-015** Modesty curtain for mounting on safety station.
- ☐ **G3800LF** Thermostatic mixing valve precisely blends hot and cold water to deliver warm (tepid) water as required by ANSI Z358.1-2014. Refer to "Tempering Valves" section for complete technical and product selection information.





□ G1902 Safety Station with Eyewash, Stainless Steel Bowl



Rev. 052319

THIS SPACE FOR ARCHITECT/ENGINEER APPROVAL

Due to continuing product improvement, the information contained in this document is subject to change without notice. All dimensions are $\pm 1/4"$ (6mm). rev. 052819

Sign Included



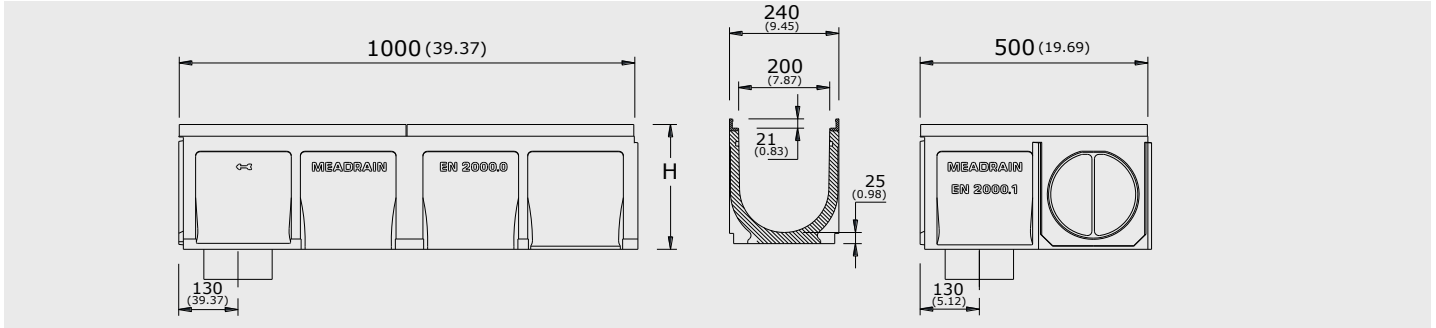
Technical Datasheet Drainage Systems

MEA DRAIN Supreme

A15 B125 C250 D400* E600* F900*

EN 2000 polymer concrete channel

MEADRAIN Supreme EN 2000



Material properties

Channel units and construction units

- o Polymer concrete: based on polyester resin, with natural minerals
- o Compression resistance: $\geq 90 \text{ N/mm}^2$
- o Flexural tensile strength: $\geq 22 \text{ N/mm}^2$
- o Modules of elasticity: $25000 - 35000 \text{ N/mm}^2$
- o Density: $2,1 - 2,3 \text{ kg/dm}^3$
- o Linear expansion coefficient: approx. $1,45 \times 10^{-5} \text{ 1/K}$
- o Heat resistance: 100°C permanent exposure, short-term exposure (5 min.) to 200°C
- o Frost resistance: -50°C
- o Water penetration level: 0 mm
- o Water absorption: $< 0,05\%$
- o Material structure: capillary free

Edge protection

- o cast iron GG KTL-coated

Channel covers

- o ductile iron GGG

Remark

* From loading class D400 not suitable for cross drainage of high speed roads and motorways. Toll Free # 877 385 5130
www.northstarindustries.ca

Technical Datasheet Drainage Systems

MEA DRAIN Supreme

A15 B125 C250 D400* E600* F900*

EN 2000 polymer concrete channel with integrated cast
iron edge protection and sealable channel groove to EN 1433
DIBt approval Z - 74.4 - 28

Clear width 200mm, total width 240 mm. Suitable for installation of MEADRAIN Top 2000 PROFIX and MEADRAIN Top EN 2000 4-fold bolted channel covers. Channel units without fall or with stepped fall. Loading classes A15 - F900* to EN1433. Loading classes as indicated when built-in in accordance to MEA installation instructions.

Low channel unit without fall

material group	product description	length [mm]	total height [mm]	length [in]	total height [in]	EDP- No. 010...	EAN- code 4001990...	kg/unit	units/ pallet
MD	MEADRAIN ENF 2000.0/220 ¹⁾	1000	220	39.37	7.87	157285	267905	27,00	18

1) With connection facility for vertical discharge outlet connector Ø 160mm or gully EN 2000

Channel units without fall

material group	product description	length [mm]	total height [mm]	length [in]	total height [in]	EDP- No. 010...	EAN- code 4001990...	kg/unit	units/ pallet
MD	MEADRAIN EN 2000.0 ¹⁾	1000	280	39.37	11.02	157531	047606	35,40	9
MD	MEADRAIN EN 2000.0/A ²⁾	1000	280	39.37	11.02	157532	262955	35,40	9
MD	MEADRAIN EN 2000.1 ¹⁾³⁾	500	280	19.69	11.02	157533	047613	18,25	18
MD	MEADRAIN EN 2010.0 ¹⁾	1000	330	39.37	12.99	157535	047620	41,22	9
MD	MEADRAIN EN 2010.1 ¹⁾³⁾	500	330	19.69	12.99	157537	047637	21,00	24
MD	MEADRAIN EN 2020.0 ¹⁾	1000	380	39.37	14.96	157539	047644	47,50	9
MD	MEADRAIN EN 2020.1 ¹⁾³⁾	500	380	19.69	14.96	157541	047651	23,50	18
MD	MEADRAIN EN 2020.1RW/A ³⁾⁴⁾	500	380	19.69	14.96	157543	047668	22,00	24

1) With connection facility for vertical discharge outlet connector Ø 160mm or gully EN 1500

2) With integrated HD-PE outlet connector Ø 160mm and NBR-O sealing ring.

3) Connection facility for corner and cross junction Ø 160mm

4) With integrated HD-PE outlet connector Ø 160mm and NBR-O sealing ring and two inlet sides to change flow direction

Channel units as connecting elements

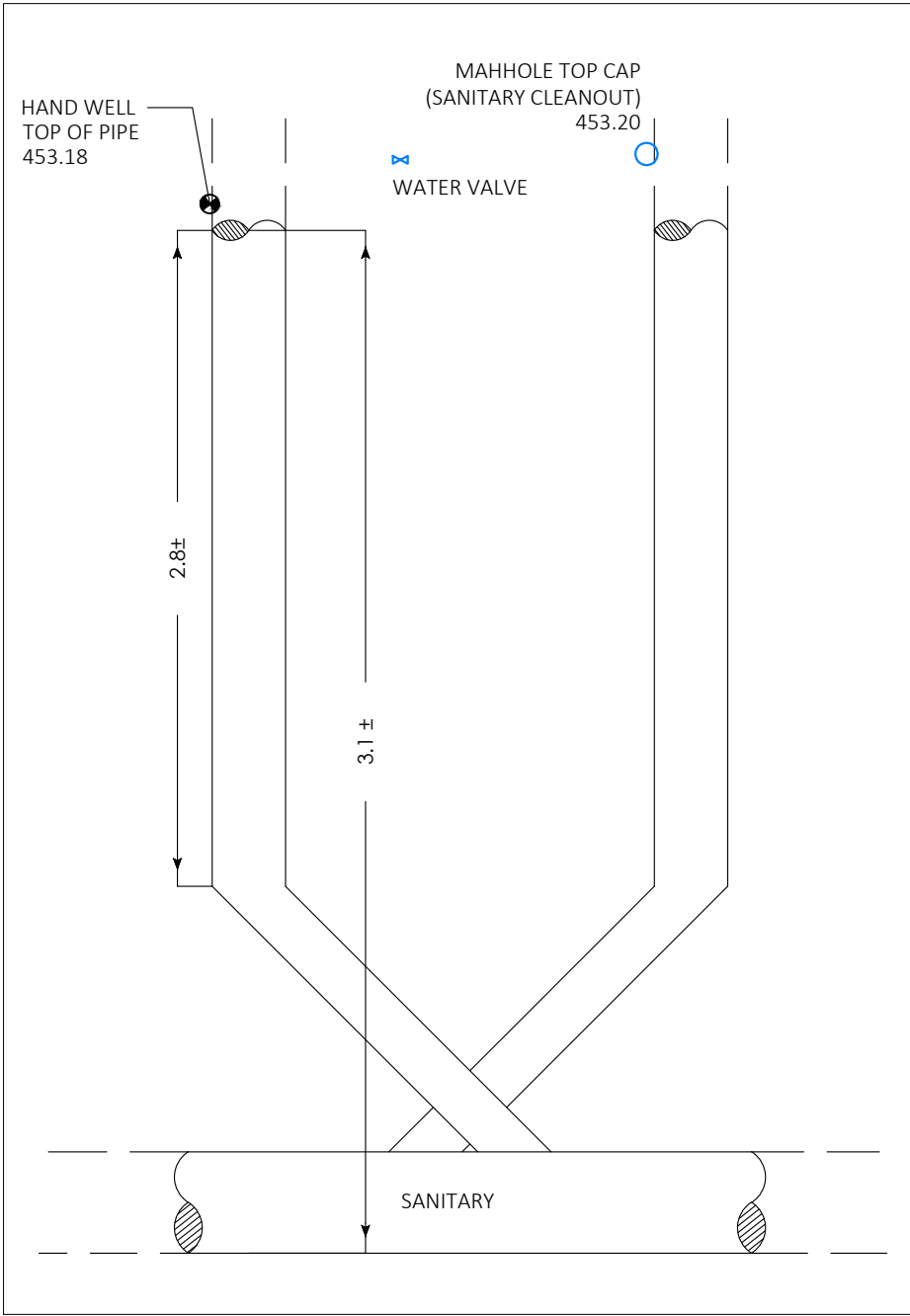
For channel units with stepped fall (with 5% fall)

material group	product description	length [mm]	total height [mm]	length [in]	total height [in]	EDP- No. 010...	EAN- code 4001990...	kg/unit	units/ pallet
MD	MEADRAIN EN 2000-10	1000	280-330	39.37	11.0-13.0	157545	047675	39,00	9
MD	MEADRAIN EN 2010-20	1000	330-380	39.37	13.0-14.96	157547	047682	43,50	9

e.g. connection of EN 2000.0 and EN 2010.0 with EN 2000-10

Remark

* From loading class D400 not suitable for cross drainage of high speed roads and motorways. Toll Free # 877 385 5130
www.northstarindustries.ca

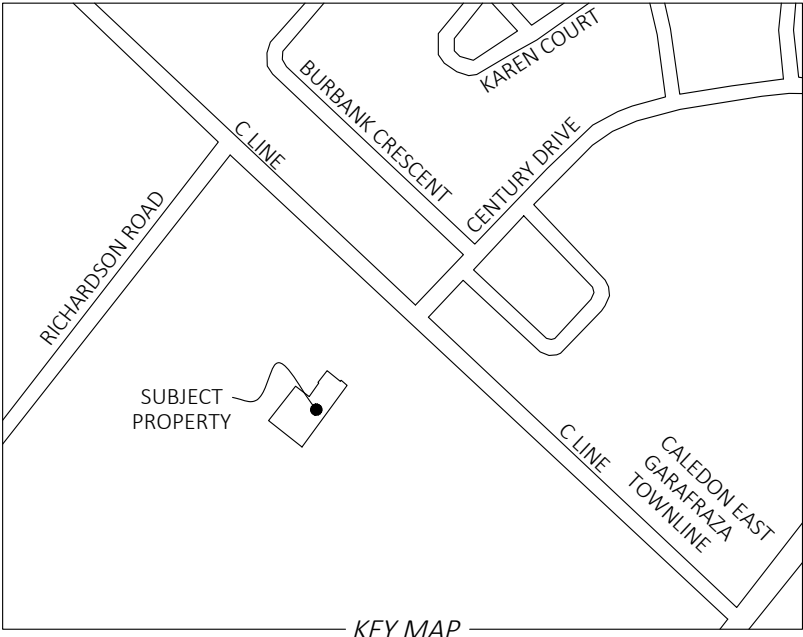


SECTION A-A
NOT TO SCALE

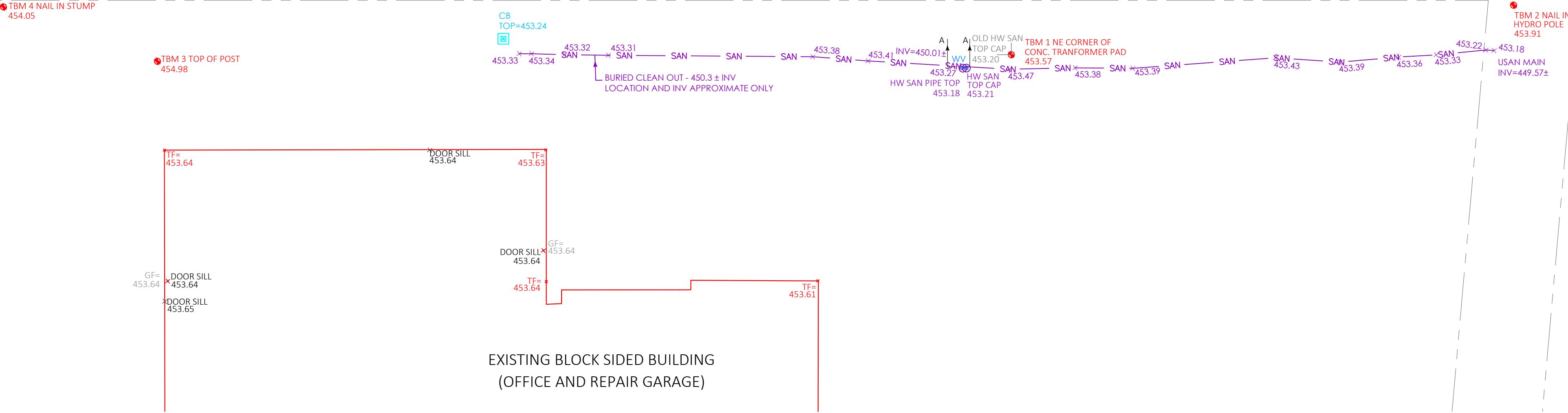
SKETCH SHOWING FEATURES ON
500 C LINE

SCALE 1 : 250
0 2.5 5 10 15 meters

VAN HARTEN SURVEYING INC.
THE INTENDED PLOT SIZE OF THIS PLAN IS 610 mm
IN WIDTH BY 457 mm IN HEIGHT WHEN PLOTTED AT
A SCALE OF 1:250



DESCRIPTION OF PROPERTY:
THIS SKETCH WAS PREPARED FOR TOWN OF ORANGEVILLE
c/o GAGAN SANDHU
ADDRESS: 500 C LINE, ORANGEVILLE
ALL OF PIN 34003-0005
PART OF LOT 1, CONCESSION C
TOWN OF ORANGEVILLE
COUNTY OF DUFFERIN



CAUTION

THIS IS NOT A PLAN OF SURVEY AND SHALL NOT BE
USED EXCEPT FOR THE PURPOSE INDICATED IN THE
TITLE BLOCK.

BENCHMARK:

ELEVATIONS ARE BASED ON GPS OBSERVATIONS TO PERMANENT
REFERENCE STATIONS IN THE NAD83 (CSRS-2010) COORDINATE SYSTEM AND HAVE
BEEN CORRECTED TO ORTHOMETRIC ELEVATIONS ON THE CGVD28 DATUM (1978
ADJUSTMENT) WITH GEOID MODEL HTv2.0, AS SUPPLIED BY NATURAL
RESOURCES CANADA.

SITE BM1: NE CORNER OF CONCRETE TRANSFORMER PAD, 453.57m.
SITE BM2: NAIL IN HYDRO POLE, 453.91m.
SITE BM3: TOP OF POST, 454.98m.
SITE BM4: NAIL IN STUMP, 454.05m.

METRIC:
DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND
CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

REVISION SCHEDULE

NO.	DATE	BY	COMMENTS
1	27/03/2023	TJH	1ST SUBMISSION TO CLIENT
2	14/07/2023	TJH	ADDED SANITARY LINE



Van Harten
SURVEYING INC.
LAND SURVEYORS and ENGINEERS

Kitchener/Waterloo Ph: 519-742-8371	Guelph Ph: 519-821-2763	Orangeville Ph: 519-940-4110
www.vanharten.com		info@vanharten.com
DRAWN BY: TJH	CHECKED BY: EL	PROJECT No. 32211-23
Jul 17, 2023 8:48:52 AM L:\East Garafraza\Con C\ACAD\SK.LT1.CURRIE-TOWN OF ORANGEVILLE(32211-23) UTM 2010.dwg		

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

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-3- CONTRACT DOCUMENTS

- .1 Delete paragraph 3.1 and substitute new paragraph 3.1.
- 3.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement – THE WORK:
- Agreement between *Owner* and Contractor
 - Supplementary Conditions
 - Definitions
 - General Conditions
 - Owner's Request for Tenders document, including specifications
 - *Contractor's* tender submission

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

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 but the associated provision omitted from the Contract Documents.

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 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 reasonable 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*.

.2 Add new paragraph 3.2.7:

3.2.7 Other contractors, Subcontractors and the *Owner's* own forces, may be performing work on the site at the same time as the *Work* is being done under this *Contract* that may not relate to the Project. 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.

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*.
- .2 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

- 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

- 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

- 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

- 1.12.1 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 Delete paragraph 5.2.1 in its entirety and substitute new paragraph 5.2.1:

5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement – PAYMENT shall be submitted to the *Owner* and the *Consultant* simultaneously, so they are received by not later than the 25th of each month.

- .2 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 follows: *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.
 - 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 for overhead and profit specified in 6.1.4. Direct costs plus “overhead and profit” 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 AND LIQUIDATED DAMAGES

.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*.

If the *Work* called for under the *Contract* is not finished or completed by the Ready-for-Takeover date or as extended in accordance with the process set out in the *Contract*, a loss or damage will be sustained by the *Owner*. Since it is and will be impracticable and extremely difficult to ascertain and determine the actual loss or damage which the *Owner* will suffer in the event of and by reason of such delay, the *Contractor* will pay the *Owner*, the sum of one thousand five hundred dollars (\$1,500.00) as liquidated damages for each and every calendar day delay in finishing the *Work* beyond the Ready-for-Takeover date prescribed. Contractor accepts that this amount is a reasonable estimate of the actual loss or damage to the *Owner* which will accrue during the period in excess of the prescribed Ready-for-Takeover date. The *Owner* may deduct any amount due from any monies that may be due or payable to the *Contractor* on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available to 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 complete, sign and deliver the Health and Safety Agreement, including a project health and safety plan, in the form required by the *Owner*. The project health and safety plan must be 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.

SAMPLE ACKNOWLEDGEMENT

The ** INSERT name of *Owner* contractor / *Owner* workforce ** 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.

.2 Add new paragraph 10.1.4:

10.1.4 The *Contractor* shall provide the *Owner* with appropriate documentation, to substantiate any increase or decrease in cost, due to changes in taxes and duties which occur after the bid closing. The documentation may include, but is not limited to a: bill of lading or CCD with CCN and date of entry into Canada; B3-3 form showing customs release date, tariff classification, and surtax applied, and also the specific tariff rate applied, reference to the CBSA customs notice or regulation confirming the tariff's effective date and applicability to the cost or material. The *Owner* will subsequently review the sufficiency of the documentation and the final decision on approving the increase or decrease in the *Contract Price* shall be at the sole discretion of the *Owner*, of which approval shall not be unreasonably withheld.

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, 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)".

.5 Add new subparagraph 11.1.10 and 11.1.11:

11.1.10 Builder's Risk

Broad Form Builders' Risk Insurance written in the joint names of the Contractor, *Owner*, Sub-contractors, and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall have limits of not less than 1.1 times the *Contract Price* and the full value as stated in the Contract. Should the *Owner* provide any property to be incorporated into the structure, the policy must be endorsed to include the *Owner's* property. Coverage shall be maintained during the term of the contract and until 10 calendar days after the date of Substantial Performance of the *Work*.

The Builders' Risk shall:

- a) Be endorsed to grant permission to occupy prior to the completion or acceptance of the entire work.
- b) Not less than the insurance coverage provided by IBC Forms 4042 and 4047 or their equivalent replacement.
- c) Include the installation, testing, commissioning and subsequent use of any machinery and equipment including boilers, pressure vessels or vessels under vacuum.
- d) Apply to all products, labour, equipment and supplies of every nature, the property of the *Owner* or *Contractor* or for which the *Owner* or *Contractor* may have assumed responsibility (whether on site or in

transit), that is to be used in or pertaining to site preparation, erection, fabrication, construction or reconstruction of the structure.

e) Be subject to a waiver of coinsurance.

f) Include coverage for materials while in transit, awaiting installation or stored at off-site locations. Coverage shall be in an amount equal to the value of the material.

g) *Contractor* purchased policies shall provide that in the case of a loss or damage payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear, the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurer. When the extent of the loss or damage is determined, the Design Builder shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Contractor* shall be entitled to a reasonable extension of *Contract* Time

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 whomsoever 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).

GC 14.6 LOCAL RULES AND REQUIREMENTS

14.6.1 Use of the Site. The *Contractor* shall:

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 the *Contractor's* needs will be made.

14.6.2 Cutting and Patching. Generally, the *Contractor* 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.

14.6.3 Fire Protection. The *Contractor* shall 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. Open fires and burning of rubbish are not permitted on site.

14.6.4 Compliance with Owner's Workplace Policies. *Contractor* must comply with the *Owner's* applicable workplace policies when performing in-person *Work* on the *Owner's* property.

14.6.5 Protection of Buildings, Finishes and Equipment. The *Contractor* shall, in the performance of *Work*, take reasonable care to:

1. prevent movement, settlement, or other damage to other adjacent structures, utilities, and parts of building to remain in place providing bracing and shoring if required;
2. keep noise, dust, and inconvenience to occupants to a very minimum;
3. protect building systems, services and equipment;
4. as applicable, protect all furnishings within the *Place of the Work* with polyethylene film during construction;
5. where appropriate provide temporary dust tight screens, partitions, covers, railings, barricades, supports and/or other protection as required;
6. protect *Workers*, finished areas of *Work* and members of the public in or around the *Worksite*.

14.6.6 Parking. 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.

14.6.7 Signs and Advertisements. No signs or advertisements of any description shall be displayed at the work site without permission of the *Owner* other than notices regarding safety. The *Contractor* shall ensure notices regarding safety and signs re-routing the public or others whether driving or walking are prominently displayed. Upon completion of the *Work*, all signs shall be removed except those specifically directed by the *Owner* to remain.

14.6.8 Clean up and Waste Disposal. The *Contractor* shall maintain the *Work* area in tidy condition, free from the accumulation of waste products and debris. Remove waste and materials regularly so as to maintain a tidy *Work* site. The *Contractor* must not dispose of any waste in Town facilities unless specifically directed to do so by authorized personnel. The *Contractor* must store materials in areas specially designated by the

Owner and dispose of this debris in a legal manner so as to avoid causing a hazard to occupants and visitors on the *Owner's* property.

- 14.6.9 **Matching.** 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*.
- 14.6.10 **Disruption of Services.** 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 services.
- 14.6.11 **Sanitary Facilities.** Temporary sanitary facilities will be designated by the Town. The sanitary facilities so designated are the only facilities permitted to be used by *Contractor* personnel during the *Work*.
- 14.6.12 **Power.** Maximum power of 115V will be available at no cost. Any connection to this power source is at the *Contractor's* expense and liability and must be in accordance with the Canadian Electrical Code. Connections to higher power requirements will be at the *Contractor's* cost.
- 14.6.13 **Water Supply.** 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.
- 14.6.14 **Temporary Facilities.** 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.

GC. 14.7 PROVISIONAL ITEMS

- 14.7.1 Provisional Items may be specified in the *Contract* Documents and used in whole, part or not at all, at the discretion of the *Consultant*.
- 14.7.2 The unit price for Provisional Items shall apply regardless of the actual quantity required.
- 14.7.3 Provisional Items may only be used where directed by the *Consultant*.