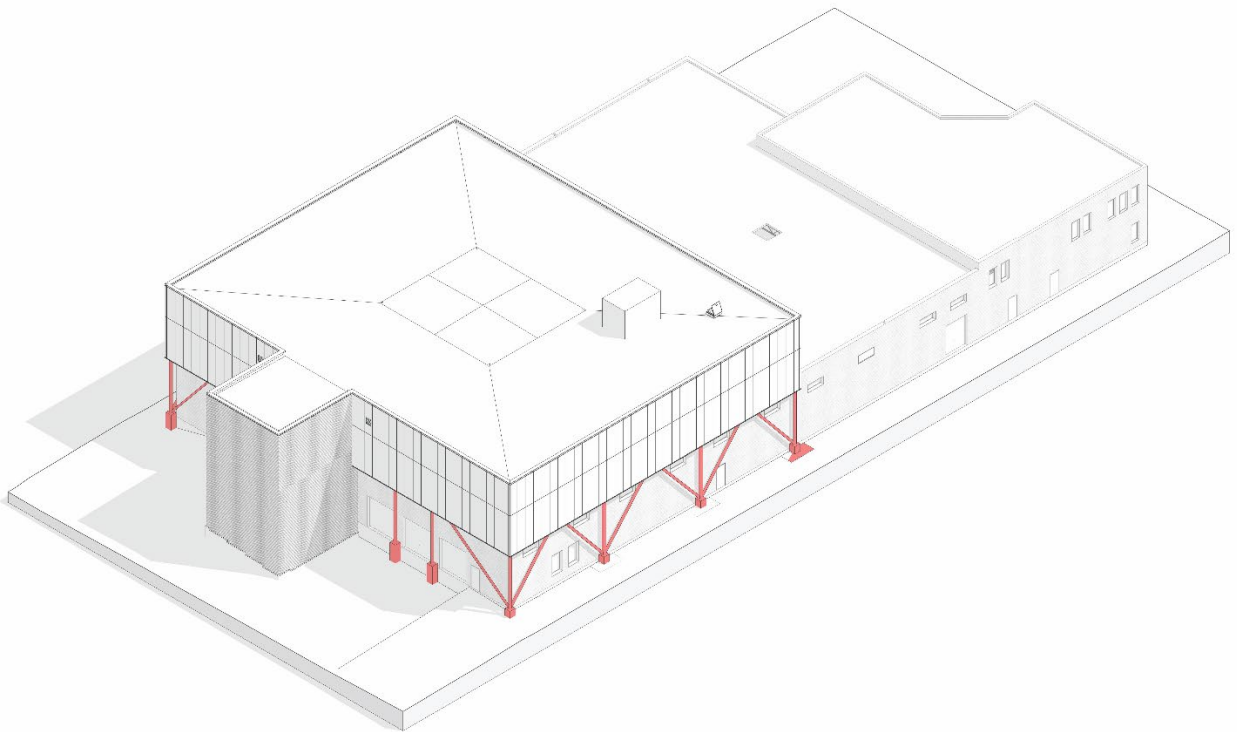


INSTRUCTIONS TO BIDDERS

**2ND FLOOR ADDITION AT
56 EDILCAN DRIVE, VAUGHAN**

FOR

ACCORD PLASTICS



ISSUE DATE:

06 MARCH 2024

NON-MANDATORY SITE VISIT:

12 MARCH 2024, 10:30AM

SUBMISSION DEADLINE:

04 APRIL 2024

1 RFP Schedule

Description	Date
Issue Date:	06 March 2024
Non-Mandatory Site Meeting Date:	12 March 2024 - 10:30am @ 56 Edilcan Drive (meet at main reception located on 2 nd floor)
Bidder Questions/Enquires Due Date:	25 March 2024 – 5pm
Responses to Questions Date:	28 March 2024 – 5pm
Submission Deadline (Technical Proposal + Financial Proposal:	04 April 2024, 2:00pm (via email)
Supplementary Bid Form	05 April 2024, 2:00pm (via email)

1.1 NON-MANDATORY SITE MEETING

- .1 The meeting will take place at 56 Edilcan Drive, Vaughan at the day and time indicated in the RFP Schedule. The initial starting point for the meeting will be at Main Reception, located on the 2nd floor.
- .2 Proponents are encouraged to attend the Site Meeting to fully inform themselves as to all existing conditions and limitations and so they may include for this in their Financial Proposal. No claims will be considered for extra work, expense or difficulties encountered due to conditions of the site, which were visible upon or reasonably inferable from, an examination of the site.

1.2 INVITED BIDDERS

- .1 Bidders must submit the Supplementary Bid Form Subcontractors List with the Tender Form. The name of each *Subcontractor* who will be employed and whose quotation has been used in arriving at the Bidder's Contract Price, together with the nature of the work to be performed by the *Subcontractor* shall be included in the list.
- .2 Bids are invited from the following proponents only.
- .3 Contractors

Compass Construction	MJ Dixon
Harbridge + Cross	Renokrew

- .4 **Pre-Qualified Subtrades:** The Owner has pre-qualified the following trade contract services: Concrete Formwork. All bidders are instructed to carry this trade.

Trade	Contractor
Concrete Forming + Placement	Nicoletti Construction Contact: Angelo Nicoletti angelo@nicoletticontractors.com Cell: (647) 228-1072

- .5 **Suggested Subtrades:** The following trades are familiar with the site and have carried out previous work on the premises. The list below is provided for information only, bidders are not obligated to carry the listed trades.

Trade	Contractor
Electrical	Thorncrest Electrical Contact: Gerry Rovito jrovito@thorncrestelectric.com Cell: (416) 436-0846
Electrical	Ultra Electric Services Contact: Domenic Pecchia domenic@ultraelectricservices.com Cell: (416) 525-9146

1.3 DESCRIPTION AND SCOPE OF WORK

- .1 With over 30 years extrusion experience, Accord is one of the leading suppliers of plastic profile extrusions to various industries in North America from their Canadian headquarters and central manufacturing location at 56 Edilcan Road, Vaughan, ON.
- .2 The proposed project includes a 2nd floor addition over the northern portion of the existing building, served by a new internal exit stair and new elevator/stair core as further described in the Associated Bid Documents.
- .3 Phasing and Sequencing: Work must be sequenced to permit the Owner's ongoing manufacturing production within the ground floor area throughout the duration of construction. Interruptions to base building services required shall be scheduled to occur outside of Owner's production schedule, and/or temporary services shall be put in place to permit ongoing operations. All costs associated with temporary services and/or after hours work shall be included in the Bid Price.
- .1 Owner's typical operating schedule is from 06:00am Monday to 06:00 Friday (24-hour schedule). Operations typically cease from 06:01am Fridays to 05:59am Mondays.
- .2 Operations also cease intermittently on a seasonal basis, as aligned with public holidays.

1.4 CONTRACT

- .1 The agreement between the Owner and the successful Bidder will be the Standard Construction Documents CCDC 2-2020 Stipulated Price Contract as amended by the Supplementary Conditions shown in Div 00, Section 00 80 00.
- .2 It is intended that Notice of Contract Award will be received by the successful Bidder within 60 days of bid closing.

1.5 AGREEMENT TO BOND

- .1 Submit an Agreement to Bond using the latest edition of the CCDC approved bond form to verify ability to provide a Performance Bond in the amount of 50% of the bid price. The cost to provide the required performance bond shall be included in the base bid price.
- .2 Submit an Agreement to Bond using the latest edition of the CCDC approved bond form to verify ability to provide a Labour and Material Payment Bond in the amount of 50% of the bid price. The cost to provide the required Labour and Material Payment bond shall be included in the base bid price.

- .3 The Surety shall remain on the Bond until the acceptable correction of defects due to faulty materials or workmanship which may appear within a period of one year from the date of acceptance of the Work by the *Owner*. The Performance Bond will cover all expenses incurred in the event of, or as the result of, the Bidder's default.
- .4 Bonds shall be obtained from a recognized Bonding Company acceptable to the Owner, doing business in Canada and located in the Province of Ontario, and forwarded to the Consultant within 10 days of the receipt of the Letter of Award.
- .5 Refer also to CCDC 2-2020 and Supplementary Conditions.

1.6 PROJECT SCHEDULE

- .1 Following the Notice of Contract Award, the successful Bidder shall mobilize his forces and trades to commence on site work as soon as possible and no later than 15 *Working Days* after receipt of signed Contract.
- .2 Ready For *Takeover of the Work* shall be by **April 25, 2025**

1.7 PERMITS AND APPROVALS

- .1 The Owner will obtain and pay for the Building Permit.
- .2 The Bidder is responsible and shall include in their bid price, the cost of for all other permits, approvals, licenses, or certificates necessary for the performance of *Work* including but not limited to, filing of "Notice of Project" with the Ontario Ministry of Labour, compliance with the City of Vaughan's by-laws regarding specific permits, etc.

1.8 INSURANCE

- .1 Refer to GC 11.1 in CCDC 2-2020.

1.9 SUBSTITUTIONS

- .1 The base bid Price shall be based on specified products and systems.

2 Proposal Submission Format

2.1 TECHNICAL PROPOSAL SUBMISSION

Technical Proposal Submissions should include the following documentation:

- .1 **Understanding of Deliverables** - Project Approach and Methodology and any known constraints. The Approach and Methodology section of the response must support the dates set out in the Gantt chart schedule and explain how the project will be completed accordingly.
- .2 **Personnel** - Resume and past relevant project experience for Project Manager, Site Supervisor and Project Coordinator. Higher scores will be given for demonstrated experience with complex renovations, phased project delivery and working within occupied spaces.
- .3 **Project Experience** – Identify three relevant, related and current client references complete with contact name (Owner/PM and Architect), email address, telephone number. The project reference letters should contain the following:
 - .1 Description of Project/scope
 - .2 Project Value (Original Bid Price + Total Change Order Value)
 - .3 Completion on Time (schedule adherence)
 - .4 Specific project challenges and how they were addressed.
- .4 **Project Milestone Schedule** - Gantt Chart Format, demonstrating approach to sequencing of major trade packages.

2.2 FINANCIAL PROPOSAL SUBMISSION

- .1 Proponent must provide an overall price plus HST to complete this project and individual unit prices for each of the subcontracted services. Please complete the Price Bid Form document and submit this file separately from the technical proposal.

2.3 QUESTIONS/ENQUIRES

- .1 All enquiries must be made on or before the date and time specified in the RFP Schedule. Any questions received after the deadline may not be responded to. All enquiries related to this RFP are to be directed via email to Luke Rivet at luke@workshopto.ca.
- .2 The Proponent shall make all investigations necessary to be informed regarding the work or services to be furnished.
- .3 Once all questions are received, responses will be issued via addenda. Addenda will be distributed via email to all bidders, at the email addresses provided in accordance with the RFP Schedule.

2.4 SUBMISSION OF PROPOSALS

- .1 Proposal responses shall be sent via email to luke@workshopto.ca with the subject line: **56 Edilcan Drive, 2nd Floor Addition.**
- .2 Please ensure that the technical proposal file does not include any pricing information. If you require assistance, please contact Luke Rivet by email or by telephone at (416) 901-8055, extension 8.
- .3 The Owner retains the right to extend the Closing Date and time. If the Closing Date and time are extended, all proponents will be notified via addenda.
- .4 It is the responsibility of the Proponent to ensure that its proposal is received by the Owner prior to the Closing Date and time. Late proposals may not be accepted. A proposal in response to this RFP is an offer to contract with the Owner based upon the Terms and Conditions, Scope of Work and Deliverables contained herein.
- .5 The Owner reserves the right to reject any or all Proposals or to accept any Proposal, should it deem such an action to be in its best interest.

2.5 PROPOSAL EVALUATION AND SELECTION PROCESS

- .1 The Owner will form an evaluation team to screen each proposal to ensure the Proponent's compliance with the requirements of this Request for Proposal. The Proposal(s) will be evaluated against the following criteria:

2.6 STAGE 1 – TECHNICAL PROPOSAL EVALUATION

- .1 Proposals will be reviewed on the basis of the technical rated criteria as outlined below.

Category	Available Points
Understanding of Deliverables/Project Approach	12
Personnel	6
Project Experience	6
Project Milestone Schedule	6
Total	30

2.7 STAGE 2 - FINANCIAL PROPOSAL EVALUATION

- .1 Proponent's score from the Stage 1 Technical Evaluation will be combined with Stage 2 Financial scoring to rank the Proponents. Scoring will be calculated as follows:
 - .1 Stage 1 Technical Score will be allocated 30% of the total evaluation.
 - .2 Pricing will be allocated 70% of the total evaluation, based on a relative pricing formula using the value provided in the Bid Form. Each proponent will receive a

percentage of the total possible points, which will be calculated in accordance with the following formula:

$$\text{Lowest Bid Price} \div \text{Proponent's Bid Price} \times 70 = \text{Proponent's Pricing Points}$$

For example, if the Lowest Bid Price is \$1,000, the Proponent's Bid Price is \$1,100, the Proponent's Pricing Points are as follows:

$$\$1,000 \div \$1,100 = .909 \times 70 = 63.63 \text{ points}$$

- .2 Each proponent's Technical Evaluation will be added to their Pricing Points to arrive at a total, overall score.
- .3 The Owner will not be bound to accept the lowest cost proposal. All the criteria listed above will be taken into consideration when selecting a Proponent.
- .4 The Owner intends to award a contract to the Contractor whose proposal offers the best quality and value. However, the Owner is under no obligation to award any contract, in whole or in part, and reserve the right in its sole discretion to cancel this RFP process at any time before or after closing without providing reasons for such cancellation.

2.8 PROPOSAL /TENDER COSTS

- .1 The Proponent shall bear all costs and expenses with respect to the preparation and submission of its proposal and the Proponent's participation in the RFP process, including, but not limited to: all information gathering processes, preparing responses to questions or requests for clarification from the Owner, and preparation of questions for the Owner.

2.9 NEGOTIATION

- .1 The Owner reserves the right to enter into negotiations with one or more Proponents on any or all aspects of the proposal. If the Owner receives no compliant proposal, the Owner reserves the right to enter into negotiations with one or more Proponents who submitted non-compliant proposals, or with third parties.
- .2 The Owner may, as a result of this RFP process, develop a short list of Proponents and enter into detailed discussions and/or negotiations with one or more Proponents on such list.

2.10 TERM

- .1 The prices provided by the Proponent in its Proposal response shall remain firm for the duration of the project.

2.11 WITHDRAWAL, MODIFICATION OR ALTERATION OF PROPOSAL

- .1 Prior to the RFP opening, changes may be made to a proposal provided the change is initialed by the Proponent or authorized agent. Also, a proposal may be withdrawn upon written request of the Proponent prior to the scheduled closing time for accepting proposals. Negligence on the part of the Proponent in preparing their proposal confers no right to withdraw their response after the scheduled closing time for filing proposals.
- .2 As a result of any of these actions, if the intent of the Proponent is not clearly identifiable, the interpretation most advantageous to the Institution will prevail.

Allowances

The following allowances are **included** within the base bid price identified above:

Allowance	Value
Testing & Inspections	\$30,000
Hardware Keying	\$5,000
Exterior Landscaping	\$400,000
Front Façade Improvements	\$125,000
Total	\$560,000

Alternative Prices

The amount to be added to, or deducted from, our base bid price (as entered in the Bid Form) is entered for each requested alternative. All alternative prices exclude Value Added Taxes. If there is no change to the base bid price for an alternative, we have so indicated. It is understood that:

- .1 the Owner may accept any of the alternatives and corresponding alternative prices in any order or combination, including all or none,
- .2 the lowest bidder will be determined solely from the base bid, without considering any alternative prices, alternatives and alternative prices are open for acceptance by the Owner for the same period of time as the base bid price,

Description of Alternative	Effect on Base Bid	
	Add	Delete
Alternative 1: 12-month elevator maintenance as outlined in Specification Section 14 20 00, Clause 1.2		

Signatures:

Signed and submitted for and on behalf of:

Company:

(Name)

(Street Address)

(City, Province & Postal Code)

Signature: _____

Name and Title: _____

Dated at: _____ this _____ day of _____, 2024

END OF SECTION 00 41 00

Project Title and Location: **2nd Floor Addition at
Accord Plastics,
56 Edilcan Drive, Vaughan, ON**

Submitted By: _____

(Name of Bidder)

The table "Base Bid Breakdown of Prices" below is not required to be completed at the time of tender close. However, this information *is required* from all bidders during the bid assessment and prior to bid award. Therefore, all bidders must complete and submit the Base Bid Breakdown of Prices Table by 05 April 2024, via email to Luke Rivet at luke@workshopto.ca

Base Bid Breakdown of Pricing

The following is the cost breakdown of the total base bid price shown on the tender form. Prices do not include HST.

No	Item	Price (\$)
1	Project Overhead and Administrative Costs	
1.1	Bonding, Insurance, etc.	
1.2	Mobilization & Demobilization	
1.3	Project Administration	
1.4	Others (Specify)	
2	Construction Divisions Cost (project specific)	
2.1	Demolition	
2.2	Concrete formwork and placement	
2.3	Masonry	
2.4	Structural Steel	
2.5	Miscellaneous Metals	
2.6	Fire Proofing (Applied Fireproofing + Intumescent paint)	
2.7	Exterior Cladding	
2.8	Roofing	
2.9	Interior Partitions/Drywall	
2.10	Interior Finishes	
2.11	Painting	
2.12	Elevator	
3	Mechanical	

3.1	Demolition	
3.2	Mobilization, Submittals,	
3.3	HVAC (RTU, exhaust fans)	
3.4	HVAC materials	
3.5	HVAC labour	
3.6	Gas heaters (infrared, unit heaters)	
3.7	Chiller	
3.8	Pumps	
3.9	Plumbing fixtures and plumbing equipment	
3.10	Plumbing Labour	
3.11	Balancing	
3.12	Insulation	
3.13	Controls	
3.14	Close-outs, commissioning, start-ups	
4	Electrical	
4.1	Demolition	
4.2	Mobilization, Submittals,	
4.3	Light Fixtures,	
4.4	Emergency lights, exit signs	
4.5	Lighting Labour	
4.6	Distribution Materials and equipment	
4.7	Electrical Installation Labour	
4.8	Mechanical equipment wiring	
4.9	Close-outs	
5	Cash Allowances (Inspections & Testing, Keying, Exterior Landscape & Front Façade Improvements)	\$560,000
	Other (Specify)	
	Total Base Bid (excluding HST)* <i>*this number must match Bid Form 00 41 00</i>	

END OF SECTION 00 43 00

AMENDMENTS TO AGREEMENT

ARTICLE A-5 – PAYMENT

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

ARTICLE A-6 – RECEIPT AND ADDRESSES FOR NOTICES IN WRITING

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

AMENDMENTS TO DEFINITIONS

- .1 Add the following definition: Proper Invoice: “*Proper Invoice* means a “proper invoice” as defined in the *Payment Legislation*, if any, and as may be modified by written agreement between the parties to the extent permitted by such *Payment Legislation*.”
- .2 Add the following definition: Submittals
“*Submittals* are documents or items required by the *Contract Documents* to be provided by the *Contractor* such as:
 - *Shop Drawings*, samples, models, mock ups to indicate details or characteristics, before the portion of the *Work* that they represent can be incorporated into the *Work*, and
 - As-built drawings and manuals to provide instructions to the operation and maintenance of the *Work*.”

SUPPLEMENTARY CONDITIONS

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

- .1 Delete paragraphs 1.1.3 and 1.1.4 in their entirety and replace them with the following:

“1.1.3 The *Contractor* shall review the *Contract Documents* for the purpose of facilitating and co-ordination and execution of the *Work* by the *Contractor*. The *Contractor* shall report promptly to the *Consultant* any ambiguities, design issues or other matters requiring clarification made known to the *Contractor* or that the *Contractor* may discover from such a review. Such review by the *Contractor* shall comply with the standard of care described in paragraph 3.9.1 of the *Contract*.

1.1.4 Except for its obligation to review the *Contract Documents* and report the result pursuant to paragraph 1.1.3, the *Contractor* is not responsible for ambiguities, design issues or other matters requiring clarification in the *Contract Documents* and does not assume any responsibility to the *Owner* or to the *Consultant* for the accuracy of the *Contract Documents*. Without limiting the foregoing, the *Contractor* shall not be liable for any damages or costs resulting from any ambiguities, design issues or other matters requiring clarification in the *Contract Documents* which the *Contractor* could not reasonably have discovered from such a review in accordance with the standard of care. If the *Contractor* does discover any ambiguities, design issues or other matters requiring clarification in the *Contract Documents*, the *Contractor* shall not proceed with the work affected until the *Contractor* has received modified or additional information from the *Consultant*. The impacts of any ambiguities, design issues or other matters requiring clarification in the *Contract Documents*, including to the *Contract Price* and *Contract Time*, shall be addressed by the parties in accordance with Part 6 – CHANGES.”
- .2 Add the following to the end of subparagraph 1.1.6.2:

"Except to the extent the *Consultant* is indemnified as a third party beneficiary as provided in subparagraphs 9.2.7.4 and 9.5.3.4 and in paragraph 13.1.3."

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.2 ROLE OF THE CONSULTANT

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

"Without limiting the foregoing, the *Consultant* may appoint one or more authorized representatives in writing who may fulfill the obligations of the *Consultant* under this *Contract*."
- .2 In paragraph 2.2.8 add the words ", written statements" after the word "interpretations" in both the first and second sentences; and
 - i. add the following to the end of paragraph 2.2.8:

"The *Owner* and the *Contractor* shall waive any claims against the *Consultant* arising out of its making of any interpretations, written statements or findings in accordance with paragraphs 2.2.6, 2.2.7, 2.2.8, and 7.1.2, but only to the extent that any such interpretations, written statements, and findings are made by the *Consultant* in an unbiased manner, and in accordance with the *Consultant's* professional standard of care at law."
- .3 In paragraph 2.2.13 add the words "which are provided" before the words "by the *Contractor*".

GC 2.4 DEFECTIVE WORK

- .1 In paragraph 2.4.1:
 - ii. Add after the words "shall promptly correct" the phrase "in a manner acceptable to the *Owner* and the *Consultant*"; and
 - iii. Add after the words "Contract Documents" the phrase "or work that the *Contractor* discovers to be defective, whether or not the defective work had been identified by the *Consultant*, and".
- .2 Add new paragraph 2.4.4 as follows:

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

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

- .1 Add new paragraph 3.1.3 as follows:

"3.1.3 Prior to commencing individual procurement, fabrication and construction activities, the *Contractor* shall verify, at the *Place of the Work*, all relevant measurements and levels necessary for proper and complete fabrication, assembly and installation of the *Work* and shall further carefully compare such field measurements and conditions with the requirements of the *Contract Documents*. Where dimensions are not included or contradictions exist, or exact locations are not apparent, the *Contractor* shall immediately notify the *Consultant* in writing and obtain written instructions from the *Consultant* before proceeding with any part of the affected work."

GC 3.2 CONSTRUCTION BY OWNER AND OTHER CONTRACTORS

- .1 Add new paragraph 3.2.7 as follows:

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

Progress of the *Work*.”

GC 3.7 LABOUR AND PRODUCTS

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

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

- .2 Add new paragraphs 3.7.4 and 3.7.5 as follows:

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

3.7.5 Once the *Contractor* has accepted delivery of *Products*, the *Contractor* shall be responsible for the safe storage and protection of *Products* as required to avoid dangerous conditions or contamination to the *Products* or other persons or property. *Products* shall be stored in locations and at the *Place of the Work* to the satisfaction of the *Owner* and the *Consultant* as agreed and approved by the *Contractor* pursuant to paragraph 3.7.4.

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

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

GC 3.8 SHOP DRAWINGS

- .1 Add the words “AND OTHER SUBMITTALS” to the title of GC 3.8 after the words “SHOP DRAWINGS”.

- .2 Add the words “and *Submittals*” after the words “*Shop Drawings*” in paragraphs 3.8.1, 3.8.2, 3.8.3, 3.8.3.2, 3.8.5, 3.8.6, and 3.8.7.

- .3 Delete paragraph 3.8.2 in its entirety and replace it with new paragraph 3.8.2 as follows:

“3.8.2 Prior to the first application for payment, the *Contractor* and the *Consultant* shall jointly prepare a schedule of the dates for submission and return of *Shop Drawings* and *Submittals* in an orderly sequence.”

- .4 Delete the words “with reasonable promptness so as to cause no delay in the performance of the Work” and replace them with the words “within 10 *Working Days* or such longer period as may be reasonably required” in paragraph 3.8.7.

GC 3.9 PERFORMANCE BY CONTRACTOR

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

“GC 3.9 PERFORMANCE BY CONTRACTOR

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

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

- .1 Delete paragraph 4.1.7 in its entirety and replace it with the following:

“4.1.7 At the commencement of the *Work*, the *Contractor* shall prepare for the review and acceptance of the *Owner* and the *Consultant* a schedule indicating the times within the construction schedule referred to in GC 3.4 that items called for under cash allowances are required to be delivered to the *Place of the Work* to avoid delaying the progress of the *Work*.”
- .2 Add new paragraph 4.1.8 as follows:

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

PART 5 PAYMENT

GC 5.4 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

- .1 Delete all paragraphs of GC 5.4 in their entirety and replace them with the following paragraphs:

“5.4.1 When the *Contractor* considers that the *Work* is substantially performed, or if permitted by the lien legislation applicable to the *Place of the Work* a designated portion thereof which the *Owner* agrees to accept separately is substantially performed, the *Contractor* shall, within five (5) *Working Days*, deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for a review by the *Consultant* to establish *Substantial Performance of the Work* or substantial performance of the designated portion of the *Work*. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.

5.4.2 The *Consultant* will review the *Work* to certify or verify the validity of the application and shall promptly, and in any event, no later than 10 calendar days after receipt of the *Contractor's* application:

 - .1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or
 - .2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*.

5.4.3 Where the holdback amount required by the applicable lien legislation has not been placed in a separate lien holdback account, the *Owner* shall, no later than 10 Calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.

5.4.4 Subject to the requirements of any *Payment Legislation*, all holdback amounts prescribed by the applicable lien legislation for the *Place of the Work* shall become due and payable to the *Contractor* no later than 10 *Working Days* following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, as certified or verified by the *Consultant* when permitted by any *Payment Legislation*.

5.4.5 The *Contractor* shall submit an application for release of the lien holdback amount in accordance with the lien legislation applicable to the *Place of the Work*. Except to the extent required by any *Payment Legislation*, such application for release of the holdback shall not constitute an application for payment that is subject to *Proper Invoice* requirements.

5.4.6 Where legislation permits progressive release of the holdback for a portion of the *Work* and the *Consultant* has certified or verified that the part of the *Work* has been performed prior to *Substantial Performance of the Work*, the *Owner* hereby agrees to release, and shall release the holdback for such portion of the *Work* to the *Contractor* in accordance with such legislation.

5.4.7 Notwithstanding any progressive release of the holdback, the *Contractor* shall ensure that such parts of the *Work* are protected pending the issuance of a final certificate for payment or until the *Owner* takes early occupancy in accordance with GC12.2, whichever comes first, and shall be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when the holdback was released.”

GC 5.5 FINAL PAYMENT

- .1 Add to the end of paragraph 5.5.1 the following sentence:
“The application for final payment shall meet the requirements of a *Proper Invoice*.”
- .2 Add the following to the end of paragraph 5.5.3:
“Subject to any *Payment Legislation*, when the *Consultant* finds the *Contractor’s* application for final payment to be not valid, the *Contractor* shall revise and resubmit the application when the *Contractor* has addressed the reasons given by the *Consultant*.”

PART 6 CHANGES IN THE WORK

OWNER’S RIGHT TO MAKE CHANGES

- .1 Amend paragraph 6.1.2 by adding the following to the end of that paragraph:
“This requirement is of the essence and it is the express intention of the parties that any claims by the *Contractor* for a change in the *Contract Price* and/or *Contract Time* shall be barred unless there has been strict compliance with PART 6 – CHANGES IN THE WORK. No course of conduct or dealing between the parties, no express or implied acceptance of alterations or additions to the *Work*, and no claims that the *Owner* has been unjustly enriched by any alteration or addition to the *Work*, whether in fact there has been any such unjust enrichment or not, shall be the basis of a claim for additional payment under this *Contract* or a claim for any extension of the *Contract Time*.”

GC 6.2 – CHANGE ORDER

- .1 Amend paragraph 6.2.1 by deleting the second sentence and replacing it with the following:
The Contractor shall, at its own expense, submit to the *Consultant* and the *Owner* within 5 *Working Days*, a written description of the change in *Work*, the impact to the *Contract Time*, and a detailed estimate of the adjustment to the *Contract Price* including a breakdown of estimated price and quantities of materials, labor and equipment required for such change along with all supporting documentation (including subcontractors’ estimates, if applicable) required to substantiate the estimated price and quantities.”
- .2 Add new paragraphs 6.2.3 to 6.2.9 as follows:
“6.2.3 The value of a change shall be determined in one or more of the following methods as directed by the *Consultant* or the *Owner*:
 - .1 by acceptance of a fixed price substantiated by a detailed breakdown of estimated price and quantities of Materials and Labour along with all supporting documentation.
 - .2 by applying all credits owed to the *Owner* first and then determining the actual cost to the *Owner*. Where additional work is required, the cost to the *Owner* shall be the actual cost (after applying all credits) substantiated by the supporting documentation required in paragraph 6.2.1 plus the following percentage fee for overhead and profit, after all credits owed to the *Owner* have been deducted.
 - 1) On *Work* performed by the *Contractor’s* own forces, the *Contractor* may charge a maximum of 5% combined percentage for overhead and profit;
 - 2) On *Work* performed by *Subcontractors*, the subcontractors may charge a maximum of 10% combined percentage for overhead and profit. The *Contractor* may charge a maximum of 5% combined percentage for overhead and profit on the work performed by *Subcontractors*.

6.2.4 The percentage fee for overhead and profit referenced in paragraph 6.2.3 includes all necessary supervision, superintendence, project management, shop drawing production, estimating, and coordination of any and all *Work*-related activities, general account items, general clean-up, small tools, *As-Built Drawings*, temporary facilities and job safety necessary to perform the change.

6.2.5 Where the *Contractor* is not at fault for delay (or any other event necessitating an extension or additional bonding/insurance), the *Owner* may direct the *Contractor* to obtain an extension or additional bonding/insurance. There shall be no markup applied to the cost of the extension or additional bonding/insurance. For any extension or additional bonding/insurance, the *Owner* shall pay no more than the value declared for bonding/insurance by the *Contractor* in its bid to the *Owner*, unless otherwise agreed by the parties. The *Contractor* shall submit to the *Owner* proof of premium payments to insurers and sureties as well as proof of renewal showing the adjusted value and duration with its application for payment for additional bonding and/or insurance coverage. Where the events necessitating an extension or additional bonding/insurance are caused by the *Contractor*, then the *Contractor* shall pay the actual cost of the extension or additional bonding/insurance required by the *Owner*.

6.2.6 Claims for costs related to a change in the *Contract Time* such as delay, prolongation charges, and remobilization, must comply with paragraph 6.5.4.

6.2.7 No compensation for any change in the *Work* shall be permitted unless such change is authorized by the *Owner* in writing.

6.2.8 Terms and conditions printed on the *Contractor's* standard form of change order shall not apply unless expressly agreed to by the *Owner* by way of handwritten agreement and signature of the *Owner's* representative beside the terms and conditions.

6.2.9 Where the *Contractor's RFP Submission* includes unit pricing, the price of additional quantities of any material, labour or service identified in the *Contractor's RFP Submission* shall be no greater than the price identified in the *Contractor's RFP Submission*.

GC 6.3 CHANGE DIRECTIVE

- .1 Delete paragraph 6.3.6.3 and replace it with the following:
"The *Contractor's* mark-up shall be as described in paragraphs 6.2.3 and 6.2.4."
- .2 Delete paragraph 6.3.7.1 and replace it with the following:
 - .1 "salaries, wages and benefits paid to personnel in the direct employ of the *Contractor*, applying the labour rates set out in the wage schedule in the *Contract Documents*, if any, or as otherwise agreed between the *Owner* and *Contractor* for personnel:
 - 1) carrying out the *Work*, including necessary supervisory services;
 - 2) engaged in the preparation of *Shop Drawings*, fabrication drawings, coordination drawings and *Project As-Built Drawings*; or
 - 3) including clerical staff engaged in processing changes in the *Work*."
- .3 Delete paragraphs 6.3.7.9 through 6.3.7.19.
- .4 Add new paragraph 6.3.14 as follows:

"6.3.14 Without limitation, the cost of performing the work attributable to the *Change Directive* will not include:

 - .1 head office salaries and benefits and all other overhead or general expenses, except only for the salaries, wages and benefits of personnel described in paragraph 6.3.7.1 and the contributions, assessments or taxes referred to in paragraph 6.3.7.1;
 - .2 capital expenses and interest on capital;
 - .3 general clean-up, except where the performance of the work in the *Change Directive*

- is for the purpose of specific additional clean-up requirements;
- .4 wages paid for field supervision of *Subcontractors* and project management and coordination of *Subcontractors*;
 - .5 wages, salaries, rentals, health and safety, temporary facilities, or other expenses that exceed the rates that are standard in the locality of the *Place of the Work*, or that are otherwise deemed unreasonable by the *Owner* or *Consultant*;
 - .6 any costs or expenses attributable to the negligence, improper work, deficiencies, or breaches of *Contract* by the *Contractor* or *Subcontractor*; and
 - .7 any cost of quality assurance, such as inspection and testing services, charges levied by authorities, and any legal fees unless any such costs or fees are pre-approved in writing by the *Owner*."
- .5 Add new subparagraph 6.3.7.20 as follows:
- "20 safety measures and requirements."

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

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

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

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

PART 8 DISPUTE RESOLUTION

GC 8.2 ADJUDICATION

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

GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

- .1 Add the following new paragraphs 8.3.9 to 8.3.13:
- "8.3.9 Within five days of receipt of the notice of arbitration by the responding party under paragraph 8.3.6, the *Owner* and the *Contractor* shall give the *Consultant* a written notice containing:
- .1 a copy of the notice of arbitration;
 - .2 a copy of supplementary conditions 8.3.9 to 8.3.14 of this *Contract*, and;
 - .3 any claims or issues which the *Contractor* or the *Owner*, as the case may be, wishes to raise in relation to the *Consultant* arising out of the issues in dispute in the arbitration.
- 8.3.10 The *Owner* and the *Contractor* agree that the *Consultant* may elect, within ten days of receipt of the notice under paragraph 8.3.9, to become a full party to the arbitration under paragraph 8.3.6 if the *Consultant*:
- .1 has a vested or contingent financial interest in the outcome of the arbitration;
 - .2 gives the notice of election to the *Owner* and the *Contractor* before the arbitrator is

appointed;

.3 agrees to be a party to the arbitration within the meaning of the rules referred to in paragraph 8.3.6, and,

.4 agrees to be bound by the arbitral award made in the arbitration.

8.3.11 Without limiting and subject to the *Owner* and *Contractor's* rights under paragraph 8.3.12 to challenge whether the *Consultant* has satisfied the requirements of paragraph 8.3.10, if an election is made under paragraph 8.3.10:

.1 the *Owner* or *Contractor* may request particulars and evidence of the *Consultant's* vested or contingent financial interest in the outcome of the arbitration;

.2 the *Consultant* shall participate in the appointment of the arbitrator; and,

.3 notwithstanding the rules referred to in paragraph 8.3.6, the time period for reaching agreement on the appointment of the arbitrator shall begin to run from the date the respondent receives a copy of the notice of arbitration.

8.3.12 The arbitrator in the arbitration in which the *Consultant* has elected under paragraph 8.3.10 to become a full party may:

.1 on application of the *Owner* or the *Contractor*, determine whether the *Consultant* has satisfied the requirements of paragraph 8.3.10, and;

.2 make any procedural order considered necessary to facilitate the addition of the *Consultant* as a party to the arbitration.

8.3.13 The provisions of paragraph 8.3.9 shall apply (with all appropriate changes being made) to written notice to be given by the *Consultant* to any sub-consultant."

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

.1 Delete subparagraph 9.1.1.1 in its entirety and replace it with the following:

.1 "errors or omissions in the *Contract Documents* which the *Contractor* could not have discovered applying the standard of care described in paragraph 3.9.1;"

.2 Delete paragraph 9.1.2 in its entirety and replace it with the following:

"9.1.2 Before commencing any *Work*, the *Contractor* shall determine the locations of all underground utilities and structures indicated in the *Contract Documents*, or that are discoverable by applying to an inspection of the *Place of the Work* the degree of care and skill described in paragraph 3.9.1."

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

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

"or whether any toxic or hazardous substances or materials already at the *Place of the Work* (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the *Contractor* or anyone for whom the *Contractor* is responsible in a manner which does not comply with legal and regulatory requirements, or which threatens human health and safety or the environment, or material damage to the property of the *Owner* or others,"

.2 Add the words "and the *Consultant*" after the word "*Contractor*" in subparagraph 9.2.7.4.

.3 Add the following words to paragraph 9.2.8 after the word "responsible":

"or that any toxic or hazardous substances or materials already at the *Place of the Work* (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the *Contractor* or anyone for whom the *Contractor* is responsible in a manner which does not comply with legal and regulatory

requirements, or which threatens human health and safety or the environment, or material damage to the property of the *Owner* or others,”

GC 9.5 MOULD

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

PART 10 GOVERNING REGULATIONS

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- .1 Delete from the first line of paragraph 10.2.5 the word, “The” and substitute the words “Subject to paragraph 3.9.1, the”.

PART 12 OWNER TAKEOVER

GC 12.1 READY-FOR-TAKEOVER

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

GC 12.2 EARLY OCCUPANCY BY THE OWNER

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

GC 12.3 WARRANTY

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

PART 13 INDEMNIFICATION AND WAIVER

GC 13.1 INDEMNIFICATION

- .1 Add new paragraph 13.1.0 as follows:

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

 - .1 attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, and
 - .2 caused by negligent acts or omissions of the *Contractor* or anyone for whose negligent acts or omissions the *Contractor* is liable, and
 - .3 made by *Notice in Writing* within a period of 6 years from the *Ready-for- Takeover* date or within such shorter such period as may be prescribed by any limitation statute or the Province or Territory of the *Place of Work*.”
- .2 Add the words “13.1.0,” after the word “paragraphs” in paragraph 13.1.3.